

**HESPERIA RECREATION AND PARK DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING**

**April 9, 2014**

**CALL TO ORDER**

The Hesperia Recreation and Park District Board of Directors Regular Meeting was called to order by President Swanson at 7:00 p.m., at Lime Street Park Community Center, located at 16292 Lime Street, Hesperia.

**ROLL CALL**

DIRECTOR SWANSON: Welcome, everyone. We're going to start with the roll call.

MS. THOMAS: Director Gregg?

DIRECTOR GREGG: Here.

MS. THOMAS: Director Limbaugh?

DIRECTOR LIMBAUGH: Here.

MS. THOMAS: Director Swanson?

DIRECTOR SWANSON: Here.

MS. THOMAS: Director Cowan?

DIRECTOR COWAN: Here.

MS. THOMAS: Director Chandler?

DIRECTOR CHANDLER: Here.

MS. THOMAS: Thank you.

**ATTENDANCE**

**BOARD PRESENT:** Gregg, Limbaugh, Swanson, Cowan, Chandler

**BOARD ABSENT:** None

**STAFF PRESENT:** Woods, R. Thomas, Webb, McAnulty

**APPROVAL OF AGENDA**

DIRECTOR SWANSON: Our next item is Approval of Agenda, and with -- moving Item L from closed session to open session. And with that change -- yeah. With that change, I need a second on the agenda and -- with regard to the amendment.

DIRECTOR LIMBAUGH: So was L going to move to after K or --

DIRECTOR SWANSON: After K.

DIRECTOR LIMBAUGH: So before all the other stuff?

DIRECTOR COWAN: Is that the only option, is we do it in open session or -- I just thought --

DIRECTOR SWANSON: It's the pleasure of the Board.

MR. WOODS: My recommendation is we go ahead and handle it.

DIRECTOR COWAN: But before, you said there were three options, right?

MR. WOODS: There were three options I was considering, yes.

DIRECTOR COWAN: Okay.

DIRECTOR LIMBAUGH: Second.

DIRECTOR SWANSON: And any more discussion? All in favor.

DIRECTOR GREGG: Yeah, there's more discussion. Under Item L, "Personnel - General Manager's Contract," the "Closed Session, Governmental Code 54937.4" doesn't even exist, so the public was misled in this closed-session item. Everything about this information was stamped confidential, and if it's going to open session, it should have been posted in a timely manner for the public to see. Upon contacting the District Legal, she did concur the fact that that code does not even exist. And Mr. Woods himself said tonight that that code -- that there's no such code. So with the -- the public not being notified properly of this item and given time to properly address it, I ask that we table it.

WOODS: The public was notified. It was on all the major radio stations. It was also in the newspaper. And I did speak to Legal, and Legal said that it would be fine to handle it in the fashion that I'm recommending that we handle it tonight.

DIRECTOR SWANSON: Okay. We have a motion and a second. All in favor.

DIRECTOR LIMBAUGH: Aye.

DIRECTOR SWANSON: Aye.

DIRECTOR CHANDLER: Aye.

DIRECTOR SWANSON: Opposed?

DIRECTOR GREGG: No.

DIRECTOR COWAN: No.

DIRECTOR SWANSON: And abstentions? Rachel, would you tell us the vote?

MS. THOMAS: Excuse me. Motion was made by Director Swanson to move Item L to after K, after -- out of closed session. The motion was seconded by Director Limbaugh. Excuse me. The vote was three ayes; Limbaugh, Swanson, and Chandler -- and two no's; Cowan and Gregg.

### **FLAG SALUTE**

DIRECTOR SWANSON: All right. The next item is the Flag Salute. All rise.

DIRECTOR GREGG: Please repeat after me.

(The Pledge of Allegiance was recited.)

DIRECTOR SWANSON: Thank you.

### **PROCLAMATIONS AND PRESENTATIONS**

DIRECTOR SWANSON: Our next item is one of our favorites, Proclamations and Presentations. What do you have for us?

MR. WOODS: Well, tonight we have a number of people, but the first person that I would like to recognize is Charlene Peters. If I could have the Board come forward.

DIRECTOR SWANSON: Wow.

DIRECTOR LIMBAUGH: You weren't here last month so we held you over. And it's okay because we called the government, and they said we could give you an award even though you weren't on the agenda.

MR. WOODS: Well, as you know, we hosted the ASBCSD dinner, and we had a couple of people that we recognized for their contributions in making that event a success. And one of those people was our own Charlene Peters from the Foundation Board. She made the arrangements to secure the speaker that evening, which was the police captain here at Hesperia, Nils Bentsen. And for that, we would like to recognize Charlene for all that hard work and congratulate her on a successful event.

(Pictures were taken.)

MR. WOODS: And we're also going to be recognizing some of our employees for their years of service. And not able to be with us here this evening are some of our fifth-year employees from our Parks Division; and that is David Bouchard, Jim Sanchez -- Jim wanted to be here, but his daughter is very active in the BMX program, so he's over there with her tonight -- and Joe Brisco. They all have completed their fifth year, and we will get them their certificate and their items that we provide to our fifth-year anniversary employees. The next person that we have to recognize will be introduced by our Chief Park Ranger Jack Thomas.

CHIEF RANGER THOMAS: Thank you very much. I won't take that long.

DIRECTOR LIMBAUGH: You haven't been here that long.

CHIEF RANGER THOMAS: No, I haven't. And I won't be here that much longer.

DIRECTOR LIMBAUGH: Oh, please.

CHIEF RANGER THOMAS: This is for Mario Chavez. Mario, come on up. Mario is one of our park rangers. I know he's well trained because he went through all the training at the academy when I was teaching there. We have a long history. Mario is originally from El Salvador, and he was in one of my classes that was graduating when he got his citizenship. So he had a good time and a good thing at that time. He's a local businessman. He's a slow learner, but he's coming along. Another five or six years, he'll be okay.

RANGER CHAVEZ: Thank you. Thank you.

CHIEF RANGER THOMAS: But we couldn't operate without guys like Mario because one guy -- I could never do it by myself. "I" doesn't get anywhere. It takes a team effort, and sometimes we have our hands full. And he's a good man. So, congratulations.

RANGER CHAVEZ: Thank you.

(Pictures were taken.)

MR. WOODS: The next individual I'd like to recognize for completing their fifth year of service to the District is one of our newest additions to the management team, and that is Recreation Supervisor Brandon McAnulty.

(Pictures taken.)

MR. WOODS: And the final individual that I would like to recognize is no stranger to the Board and no stranger to our District. He has been active in our community for a number of years. I believe he started out with helping coach Little League then he became a board director for a number of years. And he was also on our Foundation. Then he came to the District as a recreation supervisor. And that is Mr. Don Webb. And we're recognizing him for 20 years of service.

(Pictures were taken.)

MR. WOODS: And that's all the presentations we have, but I do -- I feel that Don's been around long enough that we can put -- Board, you could probably take your seats if you would like. I would like Don just to share a few thoughts about his time here at the District.

DIRECTOR SWANSON: Okay, Don. Okay, Don. Be gentle.

MR. WEBB: The past 20 years of working for the District in my opinion has been the greatest job in the world. It's so much fun doing things where you get to see people smile. We've come a long way since I really started helping with the District in '86. I remember the older events, and some of them weren't practical and some of them were just downright strange. And it's been a lot of fun working. I, you know, can remember when Bob came on the Board -- mainly because I have a target of him in my garage because he beat me that year. But I have to say

he's been a wonderful, wonderful addition to the Board. All of you support the District; support the people, support getting things out to our population. My theory is, I always want it a little bigger, a little better than last year, and that's not always easy to do. But I love the events. I love working for the District because the people, the Board, the other employees. I love the teamwork we get from all of the staff to get things done. I know we've all been through hard times. And I just want you to know, from my point of view, I appreciate all the support and thought that you guys put into making your decisions. You're the ones that have to set policies and stuff. You've got to make some tough decisions. And since I've been there and done that, I'm probably one of the few people who understands. I congratulate all of you, and I thank you for allowing me to be here for 20 years. Thank you.

DIRECTOR SWANSON: Well, I think we should take --

MR. WOODS: I do have a couple of comment cards if you'd like to do that before the break.

DIRECTOR SWANSON: Oh, okay. Then I will go on to Message to the Public and Public Comment.

### **MESSAGE TO THE PUBLIC/PUBLIC COMMENT**

DIRECTOR SWANSON: Welcome to this Board of Directors meeting. The Board encourages public participation. If you desire to address the Board on any District-related matter or item on the agenda, you are asked to please fill out one of the yellow speaker forms in the back of the meeting room and turn it in to our general manager. When called upon, please come forward and state your name before addressing the Board, and please limit your comments to five minutes per speaker. Please note that if you are addressing the Board on items not on the agenda, the Brown Act does not allow discussion of such items. Therefore, the Board may only do the following: refer the matter to staff, ask for additional information, or request a report back, or give a very limited factual response. What do you have for us?

MR. WOODS: First, this evening, I have James Roberts of Hesperia. He would like to address the Board on the Lime Street basketball court and contract review. Mr. Roberts?

MR. ROBERTS: Thank you, Mr. Manager. Madam President, Board members. Actually, I'm -- my first item today is an atta-boy for the general manager. Several weeks ago I noticed that the rim right here on the basketball court on Lime Street was bent. As a result, I always have my camera with me, so I videotaped it and contacted the general manager, had a few questions for him. Two days later it was corrected. It was fixed. And I was very impressed with that. He didn't blow me off or anything like that. So I wanted to give him an atta-boy because, you know, a lot of times we typically -- ah -- just go after them, but he did something solid. So I wanted to give him recognition for that.

MR. WOODS: Thank you.

MR. ROBERTS: Now, with saying that, the basketball court is extremely shiny. The concrete is too polished. If anyone plays on it, they're going to fall. They're going to slip and fall. Around the perimeter, there's around a two- to three-foot buffer around the concrete, and the dirt is bleeding onto the pavement. So if anyone is out there playing, they're going to slip and fall. Now, you probably have not had any injuries because quite frankly the court is subpar. No one's going to play on it. So I think the District has just been lucky in respect to that. Now, let's see if you're going to be happy with me after this, okay? In regards to the contract extension, I read in the Daily Press today -- I was going to attend the meeting anyway, but I just wanted to be a representative of the taxpayers. This is political season, and we all know

that. And for all the political junkies, boards like such does not do something similar to this, a five-year extension, unless it's politically motivated, okay? It's just a reality. I have no problem with the extension, but the duration of it. The two -- the five years is excessive. In my opinion, it should be somewhere around two years, which allows the newly elected board to evaluate Mr. Woods and then determine if you should be extended -- Mr. Woods should be extended or look elsewhere. I think the five years; it just locks taxpayers in way too long. The 18-month severance pay is excessive in my opinion. I pulled up California EDD numbers.

Unemployment's 26 weeks. I think the Board should really consider 26 weeks as severance pay versus 18 months. And that's pretty much all I have to say in reference to that. We all know that Mr. Woods is very influential in the community. He's with the Kiwanis Club, et cetera, so his support -- and this just me kind of analyzing it politically -- with the members that are up for reelection, extending Mr. Woods for five years, from the outside looking in, looks like Mr. Woods will most likely support some of the members. And I don't -- that's not necessarily a bad thing, but I think it's just politically motivated, and I think members need to really, really consider their actions today. I'm surprised to see so many members of the community here today because the last three months I have only been here -- I've been here three months in a row, and myself and another party -- madam?

MRS. HELSLEY: Me?

MR. ROBERTS: Yes. We've been the only ones here.

MRS. HELSLEY: Hey, that's a crowd.

MR. ROBERTS: So, you know, to see Mr. Mayor here and everybody -- and also the Daily Press -- is just astonishing. So, obviously, this is a hot topic. Kind of moving on -- I still have a couple of minutes here -- the golf course. I had a tour of the golf course. I was advised that the golf course looks extremely -- it looks better than what it was from when the City acquired it. I don't have a reference point. But I did see a lot of dead trees in the fairway area. I saw a broken bridge. It just looked in disarray. I would like to eventually work with Mr. Woods -- I may have some resources where we could get some volunteers in there from some local businesses, some arborists and so forth, that might -- may be able to take some of that dead wood out of there. So I would like to work with the Board and the general manager on that. Also, I called several golf courses in the area. They have a lot more folks on staff maintaining the golf courses. Right now, apparently the District only has 3.5 members maintaining the golf course. It's not enough. With my last minute here, when I was obtaining the tour, I contacted several of the players, and their main concerns were the greens. The greens -- for people who do not know what the greens are, that's where you're putting the ball into the cup. They said the greens need to be rolled. I asked one of the staffers, okay, how often do you roll the greens. He said, we don't because we do not have a roller. That's a problem. So I just think some maintenance issues need to occur at the golf course. Thank you.

DIRECTOR SWANSON: Thank you.

MR. WOODS: Thank you. And next speaker we have is Mr. Ron Oliverie, and he's from Hesperia and would like to speak in regards to the general manager's contract.

MR. OLIVERIE: Hello, Board. My name is Ron Oliverie. I've been in Hesperia for 17 years, and I'm happy to be here. The -- I'd like to speak about the contract extension because I had the opportunity to rent some facilities here. My daughter was married, quinceañeras, so forth and so on, and I wasn't very happy with the protocol. So I addressed the protocol to the staff here, and I really wasn't happy with the answers I received. So I went up to talk to Mr. Woods

personally. I made the phone call. A lady answered. I said, "I would like an appointment with Mr. Woods." She said, "Hold on." He picked up the phone, said, "When do you want to see me?" I said, "Whenever you're available." He said, "How about right now?" I said, "I'm not available right now." He says, "How about tomorrow?" "Fine." My wife and I went the following day. It was that easy. It wasn't next week, next month. It wasn't, see my assistant, tell him what the problem is. He had no idea what he would have to address with me, and I thought that was really good. You know, it's nice to know what you gotta face so you can prepare yourself. But when you catch people unprepared and see what they're like, that's a whole different story. He took care of my problem in a very respectful way. He didn't make me feel like I was bothering him or my concerns were irrelevant. And he did so in a manner where he protected his staff at the same time, which I thought was important. He didn't use his staff as a buffer. He used his staff as a learning process that -- the items that I brought up, he felt as though they should be reviewed with his staff and maybe some changes should be made. And I thought that was really, really important. You know, lots of times things are always passed. You know, I've been around for a long time. I'm not 20 years old. And I've addressed lots of issues. It's always, we'll take care of it next month, or come see us again, or talk to my assistant, and we'll see. He told me that day what he was going to do for me and my issues, and nine days later my issues were resolved. Eleven days later, I got a phone call from Mr. Woods to ask me if I was satisfied, if I received everything I was supposed to receive, if everything was satisfactory for me. I have no influence in this community other than myself. So he wasn't doing that for any other reason other than he's Lindsay Woods. And I truly believe that your vote should be a positive vote today for Mr. Woods. I think that not only is he a fair and just man, we're very lucky to have a man of his caliber and his stature to be in our community.

MR. WOODS: Thank you.

MR. OLIVERIE: I also want to address his comment about the five-year extension. I think it's a very touchy item. I believe he should have five years, and the reason is this: the Board has 24 months. And the Board changes. Sometimes it changes everyone; sometimes it changes one person, two persons. When you take the position that Mr. Woods is in, and you want changes made in our community, it doesn't happen in 24 months. When a new person comes in, he takes his seat, it takes him six months to adjust. It takes him six months to read and understand what Mr. Woods has done, if he's not there. Then, he has to make his proposals. Now we're down to 12 months. In 12 months, what are we going to do? Change one issue? Maybe? Two issues? I think the position that he's -- that he holds warrants a five-year. I don't know any president -- president of the United States can't go in and in four years change our country. It's always eight years. Always. Four years he doesn't even have the paperwork done. So my vote is definitely a five-year extension and definitely support Mr. Lindsay Woods.

MR. WOODS: Thank you.

DIRECTOR SWANSON: Thank you, Mr. Oliverie.

MR. WOODS: I do not have any other comment cards at this time.

DIRECTOR SWANSON: Okay. Well, thank you so much, everyone, for coming. We're going to take a brief recess so we can have -- give our employees a chance to go celebrate their certificates, if they so choose. Or you are welcome to stay. We'd love to have you.

## COMMUNICATIONS

### WRITTEN COMMUNICATIONS IN BOARD PACKET

1. Thank you card from Mary Roark.
2. Letter from CARPD to Lindsay Woods regarding his being reappointed to the position of CARPD Board representative to the CAPRI Board.
3. Facebook Post from Mary Teran regarding the Equestrian Council of Hesperia.
4. Newspaper article, March 15, 2014, Daily Press, "Victor Valley Boys and Girls Club suspending operations".
5. Newspaper article, March 21, 2014, Western Outdoor News, "Lake Hesperia offers great conditions and a hot bite".
6. Newspaper article, March 25, 2014, Hesperia Star, "Spring Break".
7. Newspaper article, April 1, 2014, Hesperia Star, "Seasonal fishing clinic coming next week".

Meeting Recessed at 7:25 p.m.

Meeting Reconvened at 7:32 p.m.

### CONSENT ITEMS

- A. Approved Minutes for the Board Meeting, March 12, 2014.
- B. Approved Claims for Payment
- C. Accepted written staff reports.
- D. Authorization to advertise for bids: None

DIRECTOR SWANSON: I'm going to pull us back into open session at 7:32. Our next is the Consent Items. The following items are expected to be routine and non-controversial, and will be acted upon by the Board at one time without discussion unless a Board member requests that an item be held for discussion under discussion items.

DIRECTOR COWAN: I'd like to pull the minutes off the Consent Items.

DIRECTOR SWANSON: That's letter A. Any other changes? Or pulls? Okay. I'll accept a motion to approve the Consent Items with the exclusion of Item A.

DIRECTOR COWAN: I second that.

MS. THOMAS: You would be first.

DIRECTOR COWAN: Oh, I'm sorry. Sorry. I would make a motion.

DIRECTOR SWANSON: Okay. And we need a second.

DIRECTOR LIMBAUGH: Second.

DIRECTOR SWANSON: All in favor?

DIRECTOR GREGG: Aye.

DIRECTOR LIMBAUGH: Aye.

DIRECTOR SWANSON: Aye.

DIRECTOR COWAN: Aye.

DIRECTOR CHANDLER: Aye.

DIRECTOR SWANSON: Opposed? And abstentions? Okay. And we will go to the pulled consent item first.

MS. THOMAS: I will --

DIRECTOR SWANSON: Oh, I'm sorry.

MS. THOMAS: The motion to approve Consent Items B, C, and D was made by Director Cowan, to pull Item A off the Consent Items. Director Limbaugh seconded. And all the Board members -- Gregg, Limbaugh, Swanson, Cowan, and Chandler -- voted "aye."

**ACTION/MOTION:** It was moved by Director Cowan, seconded by Director Limbaugh and carried unanimously to approve Consent Items B through D by the following vote:

**Ayes:** Gregg, Limbaugh, Swanson, Cowan, Chandler

**Noes:** None

**Absent:** None

**Abstain:** None

### **PULLED CONSENT ITEMS**

A. Approved Minutes for the Board Meeting, March 12, 2014.

DIRECTOR SWANSON: Discussion regarding the consent item -- the pulled consent item?

DIRECTOR COWAN: I just separated it so that I could abstain from that, but still approve the other ones. Because I wasn't here for the meeting, so I didn't want to approve the minutes.

DIRECTOR SWANSON: All right.

MS. THOMAS: Okay.

DIRECTOR SWANSON: Is there any other discussion? So --

MS. THOMAS: So there's no discussion for the motion to approve --

DIRECTOR LIMBAUGH: So we could have voted yes, and you just abstain --

DIRECTOR COWAN: Then I would abstain from --

DIRECTOR LIMBAUGH: Should we adopt the minutes then, because you'll have to put them on next time to approve the minutes? Or do they just stand not approved?

MR. WOODS: No, we'll take a vote now to approve the minutes.

DIRECTOR LIMBAUGH: Yeah, let's do that.

MS. THOMAS: So we'll need a motion --

DIRECTOR LIMBAUGH: So I move that we approve the minutes of the last meeting.

DIRECTOR SWANSON: And I need a second.

DIRECTOR CHANDLER: Second.

DIRECTOR SWANSON: All in favor of approving minutes from last month, say "aye."

DIRECTOR GREGG: Aye.

DIRECTOR LIMBAUGH: Aye.

DIRECTOR SWANSON: Aye.

DIRECTOR CHANDLER: Aye.

DIRECTOR SWANSON: And voting no? And abstentions?

DIRECTOR COWAN: Abstain.

DIRECTOR LIMBAUGH: You know, in the future, could we make a motion that would exempt that item -- if the director wanted to approve it, even though they weren't part of it, or should you do that as staff?

MS. THOMAS: You mean before the --

DIRECTOR LIMBAUGH: Because he's actually -- correct. He couldn't vote on the minutes because he wasn't here.

DIRECTOR COWAN: I still can. That's the problem. But I'm not going to.

DIRECTOR LIMBAUGH: Yeah. That makes sense.

DIRECTOR COWAN: I'm not going to.

DIRECTOR LIMBAUGH: I mean, you could read them and say, oh, is that really what they said --

DIRECTOR COWAN: I did read them.

MR. WOODS: If the Board would like in the future, any time we have a Board member that was not present, we will go ahead and pull those and make that the first time --

DIRECTOR LIMBAUGH: Right, because all the other items are current as we get the board packet.

MS. THOMAS: Correct. We could do that.

DIRECTOR LIMBAUGH: That's a good idea.

DIRECTOR SWANSON: Okay. We are now at Item E, Approval of Resolution -- oops. Sorry. This is a new thing for us, so --

MS. THOMAS: The motion was made by Director Limbaugh to accept the minutes of the last meeting. The second was made by Director Chandler. There were four "aye" votes, Gregg, Limbaugh, Swanson, and Chandler; and Director Cowan abstained.

DIRECTOR SWANSON: Thank you.

**ACTION/MOTION:** It was moved by Director Limbaugh, seconded by Director Chandler and carried unanimously to approve Consent Item A by the following vote:

**Ayes:** Gregg, Limbaugh, Swanson, Chandler  
**Noes:** None  
**Absent:** None  
**Abstain:** Cowan

## **DISCUSSION/ACTION ITEMS**

- E. **Approval of Resolution No. 14-4-1, authorizing and directing Michael Limbaugh to serve as a Director of the California Association of Recreation and Park Districts.**

### **RESOLUTION NO. 14-4-1**

**A RESOLUTION AUTHORIZING AND DIRECTING MICHAEL LIMBAUGH TO SERVE AS A DIRECTOR AND/OR OFFICER OF THE CALIFORNIA ASSOCIATION OF RECREATION AND PARK DISTRICTS AND TO SERVE AS SUCH WITHIN THE SCOPE OF HIS DUTIES AS A DIRECTOR OF THE HESPERIA RECREATION AND PARK DISTRICT.**

DIRECTOR SWANSON: Discussion/ Action Items. Item E is "Approval of Resolution No. 14-4-1, Authorizing and Directing Mr. Michael Limbaugh to serve as a Director of the California Association of Recreation and Park Districts."

DIRECTOR CHANDLER: I'd like to make a motion to approve Resolution No. 14-4-1.

DIRECTOR GREGG: Second.

MS. THOMAS: I'm sorry?

DIRECTOR GREGG: Second.

MS. THOMAS: Thank you.

DIRECTOR SWANSON: Okay. Without further discussion, we'll call for the vote.

MS. THOMAS: Director Gregg?

DIRECTOR GREGG: Yes.

MS. THOMAS: Director Limbaugh?

DIRECTOR LIMBAUGH: Okay.

MS. THOMAS: Director Swanson?

DIRECTOR SWANSON: Yes.

MS. THOMAS: Director Cowan?

DIRECTOR COWAN: Yes.

MS. THOMAS: Director Chandler?

DIRECTOR CHANDLER: Yes.

MS. THOMAS: Thank you.

DIRECTOR CHANDLER: Thank you, Mike.

DIRECTOR SWANSON: Thank you, Mike.

DIRECTOR LIMBAUGH: Not that it's a big commitment. It's four meetings a year, plus one conference, but yeah.

DIRECTOR GREGG: Thank you.

DIRECTOR LIMBAUGH: It's a lot better than being on City Council.

DIRECTOR SWANSON: However, it's nice for Southern California to be represented. Oh, and I'd like to take a few minutes to welcome our mayor, Mayor of Hesperia.

MR. SMITH: Man about town.

DIRECTOR SWANSON: The man about town.

DIRECTOR LIMBAUGH: He's Hesperian of the year! I mean, not only is he the mayor, but he's the Hesperian of the Year from the -- who was it?

MR. WOODS: The Chamber of Commerce.

MR. SMITH: And the most romantic mayor.

DIRECTOR LIMBAUGH: Well, I don't know about that.

DIRECTOR CHANDLER: Also the most humble mayor.

DIRECTOR SWANSON: All right. We're at letter F, but we have to talk about the vote first.

MS. THOMAS: Yes. Sorry. The motion was made by Director Chandler to approve Resolution No. 14-4-1. The motion was seconded by Director Gregg. The roll call vote was all "aye"; Gregg, Limbaugh, Swanson, Cowan, and Chandler.

DIRECTOR SWANSON: Thank you.

**MOTION:** It was moved by Director Chandler, seconded by Director Gregg and carried unanimously to approve Resolution No. 14-4-1 by the following roll call vote:

**Ayes:** Gregg, Limbaugh, Swanson, Cowan, Chandler  
**Noes:** None  
**Absent:** None  
**Abstain:** None

**F. Special Districts Selection Election for Regular LAFCO Member**

DIRECTOR SWANSON: We're at Item F, "Special Districts Selection Election" -- I love that -- "for Regular LAFCO Member." And the ballot lists two regular members, James Curatalo and Al Morrissette. And does anyone have any --

DIRECTOR LIMBAUGH: I move that we vote for Al Morrissette.

DIRECTOR GREGG: Second.

DIRECTOR COWAN: That's who I wanted.

DIRECTOR LIMBAUGH: Because he's from --

DIRECTOR SWANSON: He's from -- he's a neighbor. He's a neighbor. Anybody else have any thoughts?

MS. THOMAS: So were you second?

DIRECTOR COWAN: Second, third, whatever we need over there.

MS. THOMAS: Did you -- I'm sorry. I'm having trouble hearing you, Mr. Gregg.

DIRECTOR GREGG: Sorry.

DIRECTOR COWAN: If you need a third, there's a third there.

DIRECTOR SWANSON: There you go. All in favor of the motion to promote Al Morrissette as our regular member of LAFCO, please say "aye."

DIRECTOR GREGG: Aye.

DIRECTOR LIMBAUGH: Aye.

DIRECTOR SWANSON: Aye.

DIRECTOR COWAN: Aye.

DIRECTOR CHANDLER: Aye.

DIRECTOR SWANSON: Any opposed? And abstentions. And motion carries. Al's our man. Now we're on to G --

MS. THOMAS: I'm sorry.

DIRECTOR SWANSON: Oh, goodness me. I need a little note right there.

MS. THOMAS: Motion was made by Director Limbaugh, seconded by Director Gregg, to vote for Al Morrissette for the Special Districts Selection Election for Regular LAFCO Member. The vote was five "ayes"; Director Gregg, Director Limbaugh, Director Swanson, Director Cowan, and Director Chandler.

**MOTION:** It was moved by Director Limbaugh, seconded by Director Gregg to vote for Al Morrissette (Member of the Board of Directors of Phelan Pinon Hills community Services District) by the following vote:

**AYES:** Gregg, Limbaugh, Swanson, Chandler  
**NOES:** None  
**ABSENT:** Cowan  
**ABSTAIN:** None

**G. Special Districts Selection Election for Alternate LAFCO Member**

DIRECTOR SWANSON: Okay. And now we're at letter G, "Special Districts Selection Election for Alternate LAFCO Member." And the ballot has two people, one from Crestline, one from Yermo. And anyone have any thoughts?

DIRECTOR LIMBAUGH: I vote for the community service – I recommend we vote for the community service guy.

DIRECTOR COWAN: I'd second that just because I think he would be more involved instead of just being a water district. I think he's probably overseeing other smaller aspects of parks, water -- and then not quite a municipality, but they have their CSD set up, so that's good.

DIRECTOR SWANSON: So that's a motion and a second?

MS. THOMAS: Yes.

DIRECTOR SWANSON: Any more discussion? All in favor of accepting Bob Smith as our alternate member please say "aye."

DIRECTOR GREGG: Aye.

DIRECTOR LIMBAUGH: Aye.

DIRECTOR SWANSON: Aye.

DIRECTOR COWAN: Aye.

DIRECTOR CHANDLER: Aye.

DIRECTOR SWANSON: Opposition? And abstentions? Rachel, would you tell us how the vote went?

MS. THOMAS: I will tell you. The motion was made by Director Limbaugh and seconded by Director Cowan to vote for the Special Districts Selection Election for Alternate LAFCO Member of Bob Smith from Yermo Community Services District. The vote was five "ayes." That was Director Gregg, Limbaugh, Swanson, Cowan, and Chandler.

DIRECTOR SWANSON: Thank you. Thank you for calling the game, Ms. Thomas.

**MOTION:** It was moved by Director Limbaugh, seconded by Director Cowan to vote for Bob Smith (Member of the Board of Directors of Yermo Community Services District by the following vote:

**AYES:** Gregg, Limbaugh, Swanson, Cowan, Chandler

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**H. Approval of Contract between the County of San Bernardino and the Hesperia Recreation and Park District for San Bernardino County 800 MHz Radio Communication System Access.**

DIRECTOR SWANSON: And our next item is Item H, the "Approval of a Contract Between the County of San Bernardino and the Hesperia Recreation and Park District for San Bernardino County 800 MHz Radio Communication System Access." I was going to ask Jack's opinion on this, but the chief has stepped out in the hall.

MR. WOODS: Would you like me to grab him?

DIRECTOR SWANSON: Sure, because he's most affected by this as I understand. Okay. "Megahertz." That's a word I haven't said in a while.

MS. THOMAS: You don't think of things in megahertz anymore.

DIRECTOR SWANSON: Radio, what's that?

(Chief Ranger Jack Thomas enters the proceedings.)

DIRECTOR SWANSON: We understand that you -- that this is your radio. Would you like to talk about this contract and why it makes you happy?

CHIEF RANGER THOMAS: I didn't hear the last?

DIRECTOR SWANSON: Well, the contract is for your radio system; is that correct?

CHIEF RANGER THOMAS: Yes. This is the radio.

DIRECTOR SWANSON: Okay. Thank you. Visual aid.

CHIEF RANGER THOMAS: You push this button, you talk, you go, "I need help," and they go, "We'll have somebody help you."

DIRECTOR SWANSON: I think that's a good thing.

CHIEF RANGER THOMAS: And it's -- we're dispatched through the Sheriff. The Sheriff's dispatch for us so we have communications. Otherwise, you're on a cell phone, and that's not going to work.

DIRECTOR SWANSON: Okay.

CHIEF RANGER THOMAS: But for the money, you know, it's for five years, I think. It's pretty cheap when you figure five years.

DIRECTOR LIMBAUGH: The 12,000's for five years?

DIRECTOR SWANSON: Over five years.

CHIEF RANGER THOMAS: Yeah.

DIRECTOR LIMBAUGH: That's way -- way better.

CHIEF RANGER THOMAS: It's better than 12,000 a year.

DIRECTOR LIMBAUGH: This is within our budget, way in our budget, so --

CHIEF RANGER THOMAS: Yeah. Yeah.

DIRECTOR LIMBAUGH: -- I move that we approve the agreement with the County.

DIRECTOR CHANDLER: Second.

DIRECTOR SWANSON: Thank you. Without further discussion we'll move to vote. Thank you for your information, Chief.

DIRECTOR LIMBAUGH: Can you get the one on the lapel too, because I know that --

DIRECTOR SWANSON: Oh, yeah. Then you don't --

DIRECTOR LIMBAUGH: Where they have it right here --

CHIEF RANGER THOMAS: I can't hear anymore.

DIRECTOR SWANSON: All right. We can take care of that. All right. I believe we have an item on the floor. Everyone in favor of the Approval of the Contract For the Radio Communication System Access, please vote yes if you're going to.

DIRECTOR GREGG: Aye.

DIRECTOR LIMBAUGH: Aye.

DIRECTOR SWANSON: Aye.

DIRECTOR COWAN: Aye.

DIRECTOR CHANDLER: Aye.

DIRECTOR SWANSON: And opposed? Abstentions? Rachel, call the action.

MS. THOMAS: The motion to approve the contract between the San Bernardino County and Hesperia Rec and Park District for San Bernardino County 800 MHz Radio Communication System Access was made by Director Limbaugh, seconded by Director Chandler. The vote was five "ayes"; Director Gregg, Limbaugh, Swanson, Cowan, and Chandler.

DIRECTOR SWANSON: Thank you.

**MOTION:** It was moved by Director Limbaugh, seconded by Director Chandler to approve the contract between the County of San Bernardino and the Hesperia Recreation and Park District for San Bernardino County 800 MHz Radio Communication system Access by the following vote:

**AYES:** Gregg, Limbaugh, Swanson, Cowan, Chandler

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**I. Approval of Agreement for Purchase and Sale of Jointly Owned Real Property APN #0405-313-450000.**

DIRECTOR SWANSON: All right. We're on letter I, Approval of Agreement for Purchase and Sale of Jointly-Owned Real Property APN No. 0405-313-450000," and it's under Item I in your notebook.

DIRECTOR LIMBAUGH: I move that we approve - give approval for the agreement for purchase of the sale of the jointly-owned real estate at APN 045-313-450000.

DIRECTOR SWANSON: Okay. Do we have a second?

DIRECTOR CHANDLER: Second.

DIRECTOR SWANSON: And all --

DIRECTOR COWAN: I would like to make a statement about this.

DIRECTOR SWANSON: Okay.

DIRECTOR COWAN: I still don't -- this agenda item still worries me because the way it was handled. And the fact that we went from a closed session meeting about this item where we voted 5-0 in agreement not to do it -- and then when two directors went and met with two other people from the negotiating party and then come back and our vote has changed out of closed session -- I don't know what was discussed, but it does worry me. I'm not sure if it was handled correctly. That's it.

DIRECTOR GREGG: This is the piece of land that is under the proposed reclamation plant, the property?

DIRECTOR LIMBAUGH: Uh-huh.

DIRECTOR SWANSON: Okay. Without further discussion, all in favor of Item I?

DIRECTOR LIMBAUGH: Aye.

DIRECTOR SWANSON: Aye.

DIRECTOR CHANDLER: Aye.

DIRECTOR SWANSON: Opposed?

DIRECTOR GREGG: No.

DIRECTOR COWAN: No.

DIRECTOR SWANSON: And abstentions? And Rachel, would you call the vote?

MS. THOMAS: The motion to Approve the Agreement for Purchase of the Sale of Jointly-Owned Real Property APN No. 0405-313-450000 was made by Director Limbaugh. The second was made by Director Chandler. There were three "ayes"; Limbaugh, Swanson, and Chandler. There were two "nos"; Gregg and Cowan.

**MOTION:** It was moved by Director Limbaugh, seconded by Director Chandler to approve the Agreement for Purchase and Sale of Jointly Owned Real Property APN #0450-313-450000 by the following vote:

**AYES:** Limbaugh, Swanson, Chandler

**NOES:** Gregg, Cowan

**ABSENT:** None

**ABSTAIN:** None

**J. Authorize the Execution and Implementation of an Encrachment Agreement with SCE.**

DIRECTOR SWANSON: We're on Item J, which is the "Authorize the Execution and Implementation of an Encroachment Agreement with Southern Cal Edison." And it's behind letter J. And Mr. Woods, would you like to give us some information about this?

MR. WOODS: When Maple Park was constructed, the previous general manager was under the interpretation that the easement that Edison has, that there was an agreement that allowed for us to construct in the area. We built that corner of the park. There's a small sliver that encroaches onto the Edison easement. We have an easement agreement that says that we can do agriculture and a number of things. I believe the City also was under the impression that we would be able to -- like similar cities down the hill -- be able to build out an entire parkway on that piece of property, which is owned by the City. And it's a partnership that we worked on to develop together, the first phase, we built the soccer fields. There's -- as you can see in the map, there is on the final page there -- well, not the final page -- the third to last page -- there is a purple box around the entire property line. We've built Phase I, and you can see on the corner of that where the Edison blue line, their easement runs through. SCE wants us to enter into an encroachment agreement which allows us to utilize that section of the property without having to remove it. Edison, as you probably are all aware, does not always -- is not always the most easily satisfied organization to deal with. So we've been working on this for a while. I believe this will resolve the issue. However, it will not resolve any future issues with being able to build out under the power lines. They clearly have told us that they will not allow that. So that is the agreement you have in front of you. And I will be happy to answer any questions.

DIRECTOR LIMBAUGH: In the future, could we build on the other side of the power lines though?

MR. WOODS: Yes.

DIRECTOR LIMBAUGH: Okay. So that's a possibility?

MR. WOODS: But there would be a gap in your facility of a couple hundred feet --

DIRECTOR COWAN: Would we still have a public access road?

MR. WOODS: Well, the plan is -- I don't know what the street is to the south of the park, but there's supposed to be a roadway that would continue down. So I would imagine what we would end up doing is, it would be a flip-flop of what we have on the Maple Street side.

DIRECTOR LIMBAUGH: And if this area ever develops, then whoever develops it would also probably be involved with what was done at this park versus some other location along with the City.

MR. WOODS: And at one time, there was some negotiation between the City and the developer to exchange the back piece, which is not -- which is undeveloped -- for a piece to the south of us, which is a smaller piece, but I believe further negotiations have ceased.

DIRECTOR COWAN: The southwest corner where we already have our field and where they're going to allow this encroachment, that's going to stay there? So really, that's going to continue on to the other side; correct?

MR. WOODS: It will go into the -- into the easement, but it won't go all the way through the easement.

DIRECTOR COWAN: Oh, because the easement is so large?

MR. WOODS: Yes.

DIRECTOR COWAN: Okay. I was just wondering as far as -- because that blue dotted line makes it seem a little smaller, so --

MR. WOODS: Well, I didn't put the other side of the easement line --

DIRECTOR COWAN: Okay.

MR. WOODS: -- so it's about the same distance --

DIRECTOR COWAN: So it doesn't quite go all the way through?

MR. WOODS: Correct.

DIRECTOR COWAN: Yes, sir. Thank you.

MR. WOODS: Now, the other thing that is important to realize -- and it's attached here -- is they do want us to put in these -- they're calling them separation fence panels, to where we would interrupt -- isolation panel.

DIRECTOR LIMBAUGH: How much are those seven things going to cost us?

MR. WOODS: The electrical engineering should be around a thousand dollars. The other things -- taking out the gates -- it's going to be a couple thousand. So I think it would be less than \$5,000 --

DIRECTOR LIMBAUGH: And additionally, they raised our annual leaser fee, or whatever you want to call it?

MR. WOODS: They tried to -- we negotiated them not to do that this year, but they had on the trail easement that goes through the town that was \$300 a year for us to have that access, they did notify us at the beginning of this year that they were increasing that to \$1,200 or \$1,300, and --

DIRECTOR LIMBAUGH: It would include this?

MS. THOMAS: No.

MR. WOODS: No. The two are separate items.

DIRECTOR LIMBAUGH: Do we have to pay any more for this then?

MR. WOODS: No. We don't pay anything --

DIRECTOR LIMBAUGH: As long as we do these seven things, then we just keep going?

MR. WOODS: At this point, yes.

DIRECTOR SWANSON: Go ahead.

DIRECTOR COWAN: Is it going to be 5,000 for each piece, or 5,000 --

MR. WOODS: I think it's going to be about 5,000 for the entire project, to do the isolation panels and take the gates out and do some grounding.

DIRECTOR COWAN: Yes, sir. Thank you.

DIRECTOR SWANSON: But as you say, this doesn't mean there's going to be -- everything's going to be sunshine and roses from now on. There may be further discussion about this from them and with them.

MR. WOODS: And Edison --

DIRECTOR SWANSON: Is that your anticipation?

MR. WOODS: Looking at the third-to-last page, Edison met me in the field and questioned why we didn't put the parking lot where the grass is at. And the obvious answer for that is to the north is the second phase, so the parking lot would be kept central. The restrooms where they're built would be kept central to the facility overall.

DIRECTOR SWANSON: Did they seem satisfied with that explanation?

DIRECTOR LIMBAUGH: Who cares?

MR. WOODS: The meeting in the field was not a pleasant meeting, but --

DIRECTOR LIMBAUGH: No. They jerked us around on this deal -- because the City owns the property. Edison has an easement on City property, okay? They don't even own the property. But once you grant them that easement, then they're the sole keepers of that easement. And we got taken. And plus, you know, the one guy -- who's the guy with the trails? He helped us a little bit with this too.

MR. WOODS: Oh, Bob Teran?

DIRECTOR LIMBAUGH: Yeah. And he retired, So they don't care about him anymore. So I move that we authorize the general manager to enter into the easement agreement with Southern California Edison.

DIRECTOR COWAN: Second.

DIRECTOR SWANSON: And without further discussion, we can go to a vote. All in favor?

DIRECTOR GREGG: Aye.

DIRECTOR LIMBAUGH: Aye.

DIRECTOR SWANSON: Aye.

DIRECTOR COWAN: Aye.

DIRECTOR CHANDLER: Aye.

DIRECTOR SWANSON: And opposed?

DIRECTOR LIMBAUGH: What happens if you don't write them a check? Do they come out and kick the little kids off the soccer field?

MR. WOODS: The check has nothing to do with this particular property.

DIRECTOR SWANSON: Okay. Well --

MR. WOODS: But really, they're getting a real good deal. We're paying them \$300 for the use of the easement. We're also providing them for insurance for anyone who is using our recreational --

DIRECTOR SWANSON: All right. Well, thank you.

MS. THOMAS: The motion to Authorize the Execution and Implementation of an Encroachment Agreement with SCE was made by Director Limbaugh. The second was made by Director Cowan. The vote was all "aye"; Gregg, Limbaugh, Swanson, Cowan, and Chandler.

DIRECTOR SWANSON: Thank you.

**MOTION:** It was moved by Director Limbaugh, seconded by Director Chandler to authorize the Execution and Implementation of an Encroachment Agreement with SCE by the following vote:

**AYES:** Gregg, Limbaugh, Swanson, Cowan, Chandler

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

#### **K. Capital Project Survey.**

DIRECTOR SWANSON: We're at the capital project survey, which is Item K. I'm very happy to see this. It kind of puts everything that we've been talking about over the years for our capital project list in perspective and gives us an opportunity to think about --

DIRECTOR COWAN: Are we going to ask questions then?

MR. WOODS: Due to the volume of items on the list, I wasn't able to provide a great deal of detail. So I would encourage any Board member that might have questions about any of the items to contact me so I can clarify projects. Director Cowan came in yesterday, and we spoke about a couple of the items that are listed here. And please keep in mind, on the cost column, those are estimated costs that we were pulling together, and those do vary from time to time. So they could go up, and they could go down. I'm looking for each Board member to rate these 1 to 5 in whole numbers. And if you do not want to assign a value to it, then just leave it blank and it will not have a value assigned to it.

DIRECTOR COWAN: So we can do zeros now?

MR. WOODS: Well, just leaving it blank is zero.

DIRECTOR LIMBAUGH: If you think of something that's not on this list, can you add it? Of course you can?

MR. WOODS: What I would say is make that a separate item and put it on the tail end when you turn it in. And that could be something that is an added item on the bottom. There were some other projects that were brought up by other Board members, and I can review them and try to get some cost estimates for it. And I'm asking that these be completed and returned on or before the next Board meeting. And then I will compile the information and bring that back to the Board.

DIRECTOR LIMBAUGH: And I'm thinking along the lines of -- okay, like, if we wanted to sell Park Center, could we add that to this list? Or the Corona building?

DIRECTOR COWAN: That's not a capital project, is it?

DIRECTOR LIMBAUGH: Well, it kind of is.

DIRECTOR COWAN: They're not funding for a capital --

DIRECTOR LIMBAUGH: It's getting rid of a capital project.

DIRECTOR COWAN: Okay.

DIRECTOR LIMBAUGH: But originally, for those that don't remember, we purchased those things that in the event that the economy tanked, we could eventually liquidate those. Because they're not designed recreation facilities -- park recreation facilities. We've conveniently turned a few of them the other way around, but generally, some of them are still not. They're rental properties. And I don't think that's part of our mission, but we get money from them so

now it's not so bad. But that could be a priority in this capital list is liquidating some of those things, if that was the Board's pleasure.

MR. WOODS: And you would be liquidating them to leverage the funds towards new -- other projects?

DIRECTOR LIMBAUGH: Exactly. If we could sell the Corona building for \$2 million and build a halfway decent gym someplace else in town that is dedicated to park and recreation activities, that would be a good thing, to where the Corona building is now converted skating rental property with no marking.

DIRECTOR SWANSON: Pickleball is very popular there though.

DIRECTOR LIMBAUGH: Yeah, it is, but it wasn't originally intend -- it was a good buy, and so we bought it.

MR. WOODS: And it is serving a good need for us by providing the additional gym space for our youth sports programs, and it is pretty busy on the weekends with the skating. So --

DIRECTOR LIMBAUGH: You wouldn't happen to have this electronic, do you?

MR. WOODS: Would you like it electronic?

DIRECTOR LIMBAUGH: Well, maybe others would. But if you could email this to us, then you could -- you don't have to handle all this paper.

MR. WOODS: Everyone good with electronic?

DIRECTOR COWAN: Mine's already done. I'll hand it to you.

DIRECTOR CHANDLER: It's already done.

MR. WOODS: Okay. Electronic or --

DIRECTOR GREGG: Electronic.

DIRECTOR LIMBAUGH: Wow. Some of us aren't just sleeping.

DIRECTOR COWAN: I misread it and actually thought it was due tonight versus next month.

DIRECTOR LIMBAUGH: Oh, okay. See? That's why.

DIRECTOR SWANSON: That's efficient.

DIRECTOR LIMBAUGH: I barely had time to go through the contract let alone read all that junk.

DIRECTOR COWAN: Oh.

DIRECTOR LIMBAUGH: Stuff.

#### **L. Personnel - General Manager's Contract Renewal.**

DIRECTOR SWANSON: We're at Item L. And this was General Manager's Contract Renewal. And I think everyone has a copy of that. There are some changes though. Is there anything that we need to --

DIRECTOR LIMBAUGH: Changes other than the red lines in here?

MR. WOODS: Yes. In the anticipation of this meeting tonight, I did contact the attorney, had her -- requested that she review the agreement one more time. And she did have a couple of minor tweaks to the agreement. So you all have the red-lined agreement that I gave you. If anyone from the public would like to see a copy of that -- is this the red line?

MS. THOMAS: This is the red line.

MR. WOODS: Rachel can hand these out. These are the agreements with the changes from -- (Documents were passed out to the Board.)

DIRECTOR LIMBAUGH: So what's this one? What did you just --

DIRECTOR COWAN: The most updated one.

MR. WOODS: This is the most updated one. This changed right before we came into the Board meeting. So, in addition, anyone in the audience that would like a copy of that agreement, Rachel has those available as well.

MS. THOMAS: The updated one.

(Pause in the proceedings while documents were distributed.)

MR. WOODS: So the one that you have before you, that is the most current that was just passed out, not the red-lined copy that the Board has. The items that were changed, Item 2(A) on the "Term," the attorney added -- after "(5) years," she added in, "and 21 days." That has to do with -- the aging -- if you're --

MS. THOMAS: If you're over 40 years old, you're considered an older American, and you have to be given extra time to consider. We didn't make it up.

DIRECTOR SWANSON: I'm not sure I don't entirely not resent that.

MR. WOODS: It's reverse age discrimination. That is the reason for that change.

DIRECTOR LIMBAUGH: So you can make it four years and 342 days, and then if you added the 21 days, that would be five years?

MR. WOODS: Sure. Sure.

DIRECTOR LIMBAUGH: Okay.

DIRECTOR SWANSON: Thank you for doing the math.

DIRECTOR LIMBAUGH: Just a thought.

MR. WOODS: Then on page 2, under "Severance," the maximum was 18 months base salary. She added in language that says, "or as otherwise allowed by applicable law." And that's a provision that would allow -- and she does the same thing in that same paragraph, the last sentence; she added that to the COBRA statement. The reason for that is that if any of the government codes or any other governing code changed, then that would automatically reflect the change.

DIRECTOR COWAN: So if next year they say that we're only allowing COBRA coverage up to 12 months, your contract would now become 12 months without us changing your contract?

MR. WOODS: Correct. So that is that change. Moving on to the -- page 5, the "Governing Law," No. 17, she added the end of the sentence, "and as that may be amended from time to time." And again, that's just recognizing that laws change, and as they're amended, that those amendments would affect the agreement. The final change that she added was "Representation," No. 18. She took out the section where it says that we both reviewed legal -- legal counsel, and just changed it to read -- she eliminated that first section that says, "each represent and warrant to the other that each have received the legal advice from independent and separate legal counsel with respect to its agreement, or has knowingly declined to obtain such legal actions" -- she struck that and moved "to further represent behind the District and Manager." So it will read, "District and Manager further represent and warrant to each other that each has carefully reviewed this agreement and each and every term thereof. This agreement shall not be construed against the party or its representatives who draft it or any portion thereof." The other one change that was made was on page 2, Item E(3) -- 3(E). The previous agreement, the red-line agreement, had a reference to an attachment. And the attachment was an additional three-page document that, after discussing with Betsy, was decided that that was no longer a necessary part of this. So that language did change to reflect

-- it just took out the language that talked about the -- the settlement agreement. And those are the changes. Other than reformatting, spacing, that type of thing.

DIRECTOR SWANSON: Do I have a motion to accept the document with the amendments?

DIRECTOR LIMBAUGH: I'll move.

MS. THOMAS: To accept the documents?

DIRECTOR SWANSON: Yes.

MS. THOMAS: With amendments.

DIRECTOR SWANSON: Would you like to --

DIRECTOR COWAN: This is its own document now, right? This is no longer amended.

MR. WOODS: The document provided this evening.

DIRECTOR SWANSON: Okay.

DIRECTOR LIMBAUGH: Should have a revision number on it or date so we could refer to that particular version.

DIRECTOR SWANSON: Okay. But it's the same.

DIRECTOR LIMBAUGH: Because it's got the same little numbers on the bottom.

DIRECTOR COWAN: Well, it is dated.

MR. WOODS: And those are --

DIRECTOR LIMBAUGH: Same date as the other one.

DIRECTOR COWAN: Well, the other one's not dated, is it?

DIRECTOR LIMBAUGH: Anyway, I move that we approve this agreement.

DIRECTOR SWANSON: Okay. I'll second.

DIRECTOR LIMBAUGH: I would like to discuss some of the items, if that's okay.

DIRECTOR SWANSON: Absolutely.

DIRECTOR LIMBAUGH: And I -- prior to putting this out into the public tonight, I would have said there's a lot of changes in your contract that maybe we should have gone away, discussed it, maybe postponed it to May, but at least we got the new agreement with the corrections already integrated into it. That's fine. But my -- my major questions on your new contract, Lindsay, are, One, five years is good. I think four years is also good. That gives you a whole cycle of two elections to stay the general manager. And with the termination clauses that are written in this agreement, I think four years is almost like five years. That's the first question. So four or five is okay from my perspective. On Item E, in section 3, when it says election of Board members, does that mean November, or if there's a special election for a new Board member? Let's say we couldn't agree on one and they hold a special election in June for a new Board member if somebody quits or dies or whatever. But this refers to basically in the November cycles, the 60 days plus or minus to termination?

MR. WOODS: Yes.

DIRECTOR LIMBAUGH: Okay. The other thing is about the severance package. I think there is no law specifically in California that says how much severance has to be allowed, in my opinion, but under litigation, 18 months has been allowed by the court in a substantial number of cases; that the court said -- you know, the public entity probably didn't want to give them anything, and they sued the public entity, and the judge said, okay, we'll give you 18 months. And that was determined by litigation that that number came up. In my opinion, I think a year is a good severance amount for this position. And that's all I have. But other than that, you know, I would support a long-term agreement with Mr. Woods because he has proven

himself not only as an employee of the Park District for a number of years, but also as a good general manager. So that's my opinion.

DIRECTOR COWAN: I have a few things I want to ask about also. These are actually items that we already discussed, but I'd like to just make sure everybody knows. As far as a five-year term, I don't agree with. I believe a two-year term as we have done in the past is more acceptable as a Board. I did ask if you knew what the longest agreement we've made in the past was, and it was our prior general manager and it was a four-year agreement. I still feel that's too long. And then I asked you if you know of any special district recreation -- rec and park or municipality that has that long of a contract, and you stated that you weren't sure or you didn't know. Then the -- on page 2, item 3(E), once again, where it says, "Termination by District (60) days prior to or after an Election for Board Membership." The way I interpret that is 60 days from the actual day of election, and that is what I'd asked you about yesterday in the meeting. So that means if we have a -- if we're going to do it -- November 11th is our election date -- that means January 11th, regardless of when the people took -- sat at the Board. And I just want to make sure that we are under the same interpretation of what that meant. Is it from the day the election is held -- because that's the way it's read -- or the day we were seated at the Board?

MR. WOODS: I would like to clarify that and say it's not clearly written. So I would like to clarify it and say it's from the date that the Board members are seated, if that makes sense.

DIRECTOR COWAN: Are we going to change the wording?

MR. WOODS: Yes. If that's what the Board so desires, I could very easily say, "after the seating of the incoming Board member," or "the swearing in of an incoming Board member."

DIRECTOR COWAN: And this applies to whether it is a new board or the same board being resealed?

MR. WOODS: Yes.

DIRECTOR COWAN: Okay. So I'd like to, if we are going to approve this contract, at least have that changed to where the wording does reflect when the Board is seated, not the actual election. And once again, I know that the Board has to direct that. It's not just me. Page 2, on - - under Item 4, "Severance," I do not believe 18 months is the best for our District. As Mr. Limbaugh stated, you're a great manager, great general manager. I'm sure that we do not need to provide you 18 months' worth of severance pay or COBRA coverage, and I think that nine months is more appropriate. And the last item, page 3, No. 6, under C, Charlie, the "Manager may continue to participate in the District's deferred compensation program at his sole expense." The District will now contribute -- you want 2 percent extra contributed? From 3 percent to 5 percent on the deferred compensation? I'm just wondering, have we done that for our regular employees? Are they getting an increase in their matched retirement or any sort of raise in their retirement?

MR. WOODS: No.

DIRECTOR COWAN: I don't know why we're doing it for you if we expect the same out of you as we do from our other employees.

MR. WOODS: The previous general manager that served the District was under a 48-month agreement and was early in his career at a 5 percent.

DIRECTOR COWAN: I wasn't on the Board then, so that's -- that was the Board's decision --

MR. WOODS: So I'm not asking for a salary increase, base salary increase, but I am asking that -- the increase on the deferred compensation.

DIRECTOR COWAN: On a five-year contract. But you are not just doubling your contract length, but going above and beyond on that. That's all I have to say. Oh, and I thought it was handled wrong. We should have never had this in closed session. And then when we brought it back into open session, we should have at least done an emergency meeting, put the information out there better so that people knew about it and were able to read this contract. Because the way it sounds is that it was in the newspaper, but I don't believe the entire document was in the newspaper. So the people really didn't know what was going on. Just to say we made them aware we're looking at a contract, I don't think it's the appropriate thing to do.

DIRECTOR GREGG: I have some concerns as well. I share the same concerns that the five-year contract is a little excessive for a fresh general manager -- not fresh to the District. As an employee, Mr. Woods has been a productive employee, long-standing employee for 25 -- 25 years in the District. And it's not that. I don't believe that Mr. Woods should not have a contract or not have somewhat of a lengthy contract, but five years is a bit of excessive. If the general manager is doing what he's doing properly and the Board sees that he's doing what he's doing, we shouldn't have any -- any issues continuing the general manager on a two-year contract and evaluating him on a two-year basis. To put a five-year contract out there, one additional year than the previous general manager had that had 20-plus years of service as a general manager in the District -- or as a general manager, period -- just is way out of line, in my opinion. Increasing -- actually doubling the notification procedure for the district manager from three months to six months' written notification if we're not going to extend the offer -- I wouldn't have a problem with six months if it was a two-year contract. We're giving him a notification, but -- since you're actually pushing that contract out an additional six months when it comes to the renewal process. Moving on to the severance package, again, 36 weeks of severance is a lot of time for a severance package to look at other options. And there again, if the district manager's doing everything that he can do to benefit the District and the taxpayers, then there shouldn't be any worry about whether it's a 36-week or if it's a two-week severance package. We're going to stay and continue to focus on what is right with the District. Some expression from the audience was that 26 weeks is the, you know, EDD guidelines. I was perfectly happy with nine months. Nine months is still quite a long time for a severance package. And I think to double that severance package is an injustice to the taxpayers of the City of Hesperia. I appreciate Mr. Woods not -- not asking for a base salary compensation increase as the \$114,400 a year that he's being paid now really does justify his position. And I think that for that money, plus the substantial benefits that he acquires from the people of Hesperia, is well justified with -- with no base salary increase. I'm concerned about the merit increase or performance bonus. Is that going to be -- it's set -- I'm sorry. On page 3, Item 5(B), there's no timelines of when that is going to be addressed. It's not one year, two years --

MR. WOODS: That's if the Board feels at a later time that they want to offer that, that they can come back and offer that.

DIRECTOR GREGG: Okay. But no guidelines as far as time?

MR. WOODS: No.

DIRECTOR GREGG: Anytime the Board can come back and do that?

MR. WOODS: Correct.

DIRECTOR GREGG: Okay. I've stated in the three, four -- three and a half years that I've been elected that I don't believe in car allowances for district managers or other employees. I

believe in funding for district vehicles and district use. And then whenever the -- that vehicle's hit a certain mark within the district, that it be recycled back into the district, and a new vehicle be purchased. This is not the only car allowance that we have going out. And this is substantial for the district manager on top of what we're paying for cell phones and extended deferred compensation. So the car allowance issue is still there. You have a total of what the deferred compensation would be -- what -- do you know -- what is the deferred compensation now at 3 percent, and what would the total be at the 5 percent, just so we have a number for the public?

MR. WOODS: The deferred compensation at 3 percent is \$3,432. And the -- once it's moved to 5 percent, it would be \$5,720. So it's about a \$2,300 increase.

DIRECTOR GREGG: So again, we're still looking at an increase, not just in your base salary, but as a benefit of deferred compensation of another 3 -- 3,000 or 2,000 --

MR. WOODS: 2,000.

DIRECTOR GREGG: -- \$2,500, \$2,300 more into the package of the general manager. I -- the only other thing is that Item J was completely removed off of this. And I know this is the -- the new document, but the old document did have an Item J that didn't reflect into this new contract.

MR. WOODS: Did you have a question about that, or --

DIRECTOR GREGG: Well, I do because it was referred to as -- that you would return -- or the general manager could purchase -- before, it was you could purchase any technical equipment deemed necessary for the performance of duties, and that you would return all such equipment upon termination. And then it got completely struck from the proposed -- or draft contract. And now it's not in this contract at all. So will the items be returned? Will -- are they --

MR. WOODS: Any district property that's in my possession is district property and will be returned upon the completion of my service here.

DIRECTOR GREGG: And we shouldn't have to -- we shouldn't have to authorize you to purchase --

MR. WOODS: Correct. That's why I took it off. And it was kind of in an interesting area. That item was actually placed in by the previous general manager, and we did update it at the last review of my agreement. This time, I felt it just needed to come off. It does not make sense. The Board, I believe, has given me the authority to purchase the necessary tools to perform my job duties in the best interest of the agency.

DIRECTOR GREGG: Okay. The last item is the -- the professional development -- does that -- does that mean that you can just attend any -- any courses, any college, anything to further your education?

MR. WOODS: If you remember, the Board set policy in --

MS. THOMAS: September 11th, 2013.

MR. WOODS: -- that limits me to \$800 for registrations annually, unless I seek Board authorization for any overages. The Board, in the same policy, set their registration limit at \$1,000. So I would be held to that policy unless authorized by the Board to exceed it.

DIRECTOR GREGG: You said September 11th, 2013?

MS. THOMAS: September 11th, 2013. You were all given these to put into your policy manual.

DIRECTOR COWAN: I have one more thing to ask --

DIRECTOR GREGG: The only other statement I have is that I will not be voting on this contract tonight as I believe this violates the California -- the Brown Act violation. And the public will not -- the public was not properly notified of this contract. Although Mr. Woods has stated that the information was on the press and the radio, the information in its entirety was not made -- made public knowledge; and thus, I therefore think this violates the Brown Act, and I'm not acting on this tonight. I have nothing further.

DIRECTOR COWAN: On section 5, page 2, at the end of alpha, where it says, "Manager shall/shall not be eligible for costs of living increases provided to all employees." Shall you or shall you not?

MR. WOODS: You're at 5 where?

MS. THOMAS: It's really on page --

DIRECTOR COWAN: It's on page 3. Sounds like it's open for interpretation again, "shall" and "shall not."

MR. WOODS: Well, let's just say that the Board decides that they want to do a cost-of-living increase across the board, but it then is felt that my salary is adequate. That gives the Board the flexibility to either increase it or not increase it.

DIRECTOR COWAN: So I understand your clarification what you're telling me, but when you read it, "Manager shall or shall not" --

MR. WOODS: "Or shall not." "Or." "Or."

DIRECTOR COWAN: So as long as we --

MR. WOODS: So it's the Board's decision. If you say top-to-bottom cost-of-living increase, everyone -- if you say, "everyone, excluding the general manager" --

DIRECTOR COWAN: Then we're still good. Thank you.

MR. WOODS: Correct.

DIRECTOR COWAN: Thank you.

DIRECTOR SWANSON: Bob, would you like to speak?

DIRECTOR CHANDLER: I want to be the last one.

DIRECTOR SWANSON: Okay.

MR. WOODS: And I did receive a comment card, so whenever Madam President would like to take that.

DIRECTOR SWANSON: Now.

MR. WOODS: Thurston Smith would like to comment to this.

MR. SMITH: Sure. Thurston Smith, 14924 Poplar Avenue in Hesperia. I've been a resident for about 26 years, and I've sat on this Board myself. I give Lindsay a lot of kudos for letting this happen in public. This is a personnel issue. It should be behind closed doors. You should be all embarrassed of yourselves. I am livid sitting here. I've never seen it in all my years of public service. It should not be handled this way at all. You're doing it all wrong. Whichever way you vote, whichever way you go on, personnel issues -- you wouldn't do this to any employee that works for the District. Lindsay's the best employee you got here. It should not be done this way. Couple of comments. You guys are saying five years might be excessive. You're all elected to four years. Is that excessive? 18 months is court-approved in the state of California. Ain't nothing new. You can say it's six months, nine months. Everybody that's been let go in a municipality can sue and they can get 18 months. Have a good night.

DIRECTOR SWANSON: Thank you.

DIRECTOR LIMBAUGH: Thank you.

DIRECTOR SWANSON: I just have a few things to say. This isn't the ideal way to handle anyone's personnel. I would be very uncomfortable if it were I, but I'm not a lawyer. And I deferred to the very excellent advice that we've always received from our attorney. And we -- the decision was removed from us involuntarily by the public information that was given prior to any chance for us to even discuss this in the correct way. So I, again, must defer to someone who has an expertise in this area that we are doing the exact right thing. There is nothing of which I'm ashamed that I'm doing this evening. Our general manager has done a superlative job. That was determined a while ago. I think he is not asking for a raise, and -- even though he may merit it. And this seems to be very -- very straightforward and clear. I don't have a problem except -- talking about this except that it unfortunately --

THE REPORTER: I'm sorry. My machine's not working. I'm sorry.

(At this point, the reporter's machine malfunctioned and a recess was taken.)

Meeting Recessed at 8:30 p.m.

Meeting Reconvened at 8:34 p.m.

(The remaining portion of the proceedings was stenographically transcribed from an audio recording by the reporter at a later time. The reporter remained present for the duration of the proceedings.)

DIRECTOR SWANSON: Would you read the last sentence back to me, please?

THE REPORTER: I'm sorry. It's in a different --

DIRECTOR SWANSON: Okay. Or maybe not. I know what my next --

THE REPORTER: Sorry.

DIRECTOR SWANSON: It's okay. It's all right. Sometimes there are technological difficulties. I have a master's degree. It's not in law. And I pay people to do lawyerly things, and I trust their estimate that we are safe and would not put our district in any of -- precarious position. I've lived my life in that way, to make sure that if something is stated clearly to me within my expertise, that I follow that. And when we have employed people because of their expertise, like a lawyer, they should know what they're talking about, and -- so I defer to our lawyer's estimate of this situation that was placed before us, I believe, unnecessarily. And with regard to the contract, this seems not only not excessive, but self-protective in a way that I believe that perhaps has become necessary, sadly. And we don't live in a world that we lived in not very long ago. And I believe that a -- our general manager deserves protection and our thanks for a job well done. And this is little enough, I believe. So I'm glad we're able to invite everyone in. And I'm sorry for the necessity. It should not have become necessary at all. And I am disappointed in the behavior that has led us to have to talk about someone's personal business in public before we even had a chance to address any of these things. It is behavior that is reprehensible and sad, and I'm hoping that perhaps sifting one's conscience would make sure that this or things like this does not happen again. And that's the end of my statement.

DIRECTOR CHANDLER: My suggestion comes in two phases. Actually, a couple of remarks. But Lindsay, we've had a -- you had a contract for one year? Two years, right?

MR. WOODS: Yes.

DIRECTOR CHANDLER: And now you're asking for five years. I think you're due to have a longer contract than two years, and I have no problem with the five-year contract. I have no problem with 10 months' severance because you've only been in this job for three years, okay?

As time goes on, you'll get more severance pay. COBRA is okay. Deferred comp, 5 percent. Those are my feelings. Something equally important as this contract to me -- and it's being overlooked somewhat -- this (indicating). This is confidential. How in the heck did it get out in the news? You tell me what's going on here. This really -- excuse the language -- but it pisses me off. There's no excuse for this. You have a Board or somebody on the Board or somebody close by you that has this information, and they shared it with the news. And you know what? Let me tell you what this is. This is a proposal from you -- and we do this every time we renew a contract with a general manager. Every time. All it is is just his interpretation of what he thinks he deserves for a new contract. That's all it is. There's no hidden agendas in this. There's no special thing. No secret thing going on or anything like that. That's all it is. It's your want list, Lindsay. That's exactly what it is. And somebody betrayed your trust. I don't know who it is. I don't know what prompted them to do that. But I'll tell you what, anybody who does -- to me, they lack credibility, they lack integrity, and they lack self-discipline. A minute ago, I was accused of having lunch with that man right there, the mayor, just to have lunch. And my integrity was questioned because of that. Explain this to me. You're talking about integrity? I want to know who did this. Explain it to me. This is flipping nonsense. This is absolutely crazy. I'm taking a break. I -- you know what? I told you what I want -- what I'm for. I just explained it to you. And I need a break.

DIRECTOR SWANSON: We'll take a few minutes.

Meeting Recessed at 8:38 p.m.

Meeting Reconvened at 8:44 p.m.

DIRECTOR SWANSON: Call us back on at 8:44. We have a motion on the floor and -- but that was prior to being given an amended document. Would you like to amend your motion?

DIRECTOR LIMBAUGH: Yeah, I would. Because -- we have to change that paragraph E on there about the Board. You're going make it so a new sitting Board -- 60 days, plus or minus the new sitting board -- not elected board, but sitting board. So they -- (inaudible)

MR. WOODS: What I would like to do is go through the document page by page and discuss what the proposed changes would be before we amend anything.

DIRECTOR LIMBAUGH: Okay.

MR. WOODS: Because various Board members have given us various suggestions.

DIRECTOR LIMBAUGH: Oh, okay.

MR. WOODS: So, as a negotiation, if you will, my response to what I've heard would be what I'm proposing. So on page 1 -- and if I miss anything, please feel free to bring it to my attention. Page 1, my term, it was mentioned that the term may be too long at five years. I would be willing to accept the term of four years, if it so please the Board. Moving on to page 2, "Item E, I would change the Termination By District (60) calendar days prior to or after the seating of a new Board." We'll include that change. Moving on to -- too many documents. Severance, Item 4(A), I would be willing to reduce the severance from 18 months to 12 months.

DIRECTOR COWAN: Is that for the COBRA also or --

MR. WOODS: No, the COBRA will remain because that's a current -- that is a condition of my current agreement, and I would like to keep that.

DIRECTOR COWAN: Yes, sir. Yes, sir.

MR. WOODS: So 18 -- 12 months for the -- my severance base pay, and 18 for COBRA. Thank you for clarifying. I would like to keep the deferred comp at the 5 percent as I recommended. And what am I missing? Did I miss anything else?

DIRECTOR SWANSON: Anyone have any other questions?

MR. WOODS: So that would be my response and proposal to the Board for the amendment to the agreement.

DIRECTOR LIMBAUGH: I would like to amend my motion and enter into the agreement with the -- employment agreement with the general manager with the corrections that were mentioned previously for the term of four years, 12 months' severance for salary, 18 months for COBRA, and the 60 days, plus or minus on the seating of the new board. I recommend that we approve that motion. And Lindsay, I just gotta say that, you know, I hope you retire with Hesperia Recreation and Park District whether I'm a board member or not, because you do nothing but good for this community, like most of our employees. So keep up the good work.

DIRECTOR SWANSON: Thank you, Lindsay.

MR. WOODS: Thanks.

DIRECTOR SWANSON: Do you need --

DIRECTOR LIMBAUGH: A second.

DIRECTOR SWANSON: No, I did.

MS. THOMAS: Yes, you did.

DIRECTOR SWANSON: I second the motion with the amendments, but reluctantly. I would like to -- I wish we could leave it at 18. I would be happy with that. And I would be happy with four years -- I'm sorry -- happy with five years, if only to show my appreciation for the excellent job you've done so far. And in the past for us, you've worked for our district and made this district your home since you were how old?

MR. WOODS: 17 -- well 18, 19.

DIRECTOR SWANSON: Well, I think that shows tremendous character -- tremendous character that -- (inaudible) -- but I will defer to my vice president and amend his motion -- accept the amendment of his motion and reup my second.

MR. WOODS: Thank you.

DIRECTOR CHANDLER: I agree.

DIRECTOR SWANSON: Call for the question. All in favor of the amendment as it stands now -- the amended motion as it stands, say "aye."

DIRECTOR LIMBAUGH: Aye.

DIRECTOR SWANSON: Aye.

DIRECTOR CHANDLER: Aye.

DIRECTOR SWANSON: All opposed?

DIRECTOR COWAN: No.

DIRECTOR SWANSON: And abstentions? Rachel, will you read the -- call back --

MS. THOMAS: I'm sorry. I didn't hear Director Gregg at all. Was he an abstention?

DIRECTOR GREGG: I refuse to vote on this contract. And for the record, it is not an abstention. I am not putting myself into this vote on this contract as I believe it violates the Brown Act.

MS. THOMAS: The motion was amended to enter into an employment agreement with the general manager with the corrections discussed this evening of four-year agreement with a 12-month severance, 18 months COBRA, 60 days plus or minus the setting of a new board. The

motion was made by Director Limbaugh, was seconded by Director Swanson. The vote was "ayes," Limbaugh, Swanson, and Chandler; "no," Director Cowan. And Director Gregg did not vote.

**MOTION:** The Motion was amended by Director Limbaugh, seconded by Director Swanson to enter into an employment agreement with the General Manager with the corrections discussed this evening: making it a 4 year agreement instead of a 5 year agreement, a 12 month severance instead of an 18 month severance, and the clarification of the 60 days prior to or after an election to after the seating of the new Board by the following vote:

**AYES:** Limbaugh, Swanson, Chandler

**NOES:** Cowan

**ABSENT:** None

**ABSTAIN:** None

Director Gregg did not vote.

## **STAFF REPORTS**

### **Recreation Programs**

#### **Golf Course**

#### **Parks Division**

#### **Park Ranger**

DIRECTOR SWANSON: All right. Next bit of business is the reports from staff. And that would be our general manager.

MR. WOODS: Were there any questions on the Recreation Report?

DIRECTOR LIMBAUGH: Just the one that we got this time, the format was very easy to understand. It doesn't have duplications of -- (inaudible). So I wish Don -- I should have remembered when he was here earlier, had them marked, but we can get to it. So those are all the reports we get for all of our programs. Last month they were a little confusing, and they really improved it. So it's -- can you keep it that way so it's easy to understand?

MR. WOODS: Yes.

DIRECTOR LIMBAUGH: We can pretty much figure out increase or decrease, and then cumulative is kind of important. So that's -- and then if there is a question that comes up with a program from its viability in our system of programs, then I would tend to bring that to our attention. In other words, if the participation drastically drops off in one area, you would say, oh, that's because of this, this, and this. Because we get detailed reports about the golf course and the -- the golf course and the after-school program, but all the other programs are listed on those sheets. So barring on making changes, just keep the numbers coming so we don't have to ask you. Thank you.

MR. WOODS: And in front of you, you had your -- a few items. The Spring Publication, which is out, one change with this document was the printer that we've been using for a number of years was no longer willing or able to print our publication. Hesperia Unified School District's print shop came in and said that they could deliver the same quality. I believe it's better quality. The pictures are much crisper, and everything is just a little bit better than

what it was with the previous printer. And they did it at a cost savings to the District, and we are not having printed down the hill anymore. It's now being printed in Hesperia, which is Hesperia Unified School District's employees. So I appreciate the School District's willingness to help us out. You have the meet-and-greet that was in front of you, and also the special districts ASBCSD. And the Hesperia BMX is doing the state race on May 10th at Live Oak Park. So if you would like to stop by, we'll have people from all over California, Arizona, Nevada, participating in that as well.

## **SPECIAL REPORTS**

### **Board Member Reports**

#### **Standing Committees**

##### **Recreation Foundation – Swanson/Cowan**

DIRECTOR SWANSON: Thank you. All right. Our next order of business is -- after the Manager's Special Report -- is Board Member Reports, correct? Let's see. The Recreation Foundation, of which we used to have two members in the room, and now we have one. And thank Charlene for attending. And thank Director Helsley for being here. And our minutes are at the end. And the Foundation was the first group to observe our newly minted program, which I think they were very appreciative and gave many compliments to --

MRS. HELSLEY: And there are some in the senior center that anybody can walk into at any time and pick up.

DIRECTOR SWANSON: And the library.

MRS. HELSLEY: Yes, and the library.

MR. WOODS: And the City and the schools as well. They're everywhere.

DIRECTOR SWANSON: They're everywhere. And all the information is online. I think this is the most important month of the year for our Foundation. They provide scholarships to students in Hesperia. And I believe that they are reviewing those and are going to present their --

MRS. HELSLEY: We have reviewed them, given our scoring sheets to Rachel. I was the last one to go in because I was out of town. Got it to her Monday morning. And the District is reviewing the results now.

DIRECTOR SWANSON: And then you will be awarding these --

MR. WOODS: We will be scheduling interviews --

DIRECTOR SWANSON: Or scheduling the interviews.

MR. WOODS: And once the interviews are completed, then the combined scores of the initial ratings and the interviews will determine who the scholarship winners are. And the recipients will be presented their scholarships at their various award ceremonies at their prospective high schools -- or respective high schools -- not prospective.

DIRECTOR SWANSON: And I hope I'm not speaking out of turn for you, Jeanne, but one of the most important things we do is supporting all of the members of our community in Hesperia, is to support them with their dreams and their hopes. And these are our kids. They belong to all of us. And I'm glad that we're able to offer these scholarships to the kids. It makes me really happy. And I know this is the thing that I think the Foundation enjoys the most of all of your duties -- would I -- would that be correct?

MRS. HELSLEY: No. Well, for me. Actually, I enjoy the opening day of Little League, the opening day. I enjoy being out just watching the kids do what they do. I think we have the best park district anywhere. And when my husband was in municipal government, we lived in eight different cities, so I have observed a lot.

(Inaudible.)

DIRECTOR SWANSON: Well, we are glad to have you. So we will have further information on that later.

### **Tri- Agency - Swanson/Chandler**

DIRECTOR SWANSON: Tri-Agency. Bob? Were there any things that stuck out to you?

DIRECTOR CHANDLER: I like the -- I agree with Director Limbaugh. I love the activities report. It's simplified. It's easy to read. I think it's -- we get enough information from that report. It's a big improvement. One final thing, a personal thing, I apologize for getting upset earlier.

DIRECTOR LIMBAUGH: Apology accepted. Got us another break.

DIRECTOR CHANDLER: I'm not usually like that, and I apologize.

DIRECTOR SWANSON: Thank you. The other items were covered by the General Manager's Report. There is a fishing clinic this Saturday. Also, the Annual Clean-Up Day is going to be held on Saturday as well. And we have some new places opening up. The School District noted that for the first time in a couple of years, we have three high school students going to state. They passed the regional science fair and won, and now they've gone to the state level. The robotics team representing Hesperia is -- was awarded second in the state during their competition. And the School District --

MRS. HELSLEY: Rebekah, can I tell them about the robotics team?

DIRECTOR SWANSON: Yes.

MRS. HELSLEY: The principal of Hesperia High School spoke to Kiwanis yesterday about them, and they are going on with the possibility of maybe going overseas to compete.

DIRECTOR SWANSON: That's the international one?

MRS. HELSLEY: Yes.

DIRECTOR SWANSON: Oh, my goodness. Even better. Even better. So proud of our kids. And --

MR. KERMAN: I was going to say, we have one of the only -- I don't want to say -- like the only K-3 robotics program starting in the country.

DIRECTOR SWANSON: Oh, we do?

MR. KERMAN: In the country. So it started at the high schools, and it's trickled down now. So it's the first one starting up.

MR. WOODS: And the robotics team then is going to internationals. They're going to Worlds in Anaheim, and then international will be in Hawaii. If anyone would like to help get them there, they are -- they're accepting donations. Contact the principal of Rancho Middle School, Cindy Costa.

DIRECTOR SWANSON: It's going to take a while to get them there.

MR. KERMAN: It's going to be at Sultana, Mr. -- someone who's passing out the award -- (inaudible)

DIRECTOR SWANSON: Well, the School District would know how to best distribute those funds to get them there and help them out. And after all that wonderfulness, I do not want to discuss the retrofit of bridges that are going to take place in late summer off of Rancho.

You're just going to have to figure that out yourself. Keep your ear to the ground about when those retrofits are going to occur so you know what to avoid. That was Tri-Agency. And there were no other meetings held.

**Safety and Security - Chandler/Swanson**

No meeting held.

**Personnel Committee - Limbaugh/Chandler**

No meeting held.

**Audit Committee - Limbaugh/Gregg**

No meeting held.

<b>Ad Hoc Committees</b>
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**Golf Course Ad Hoc Committee - Limbaugh/Swanson**

No meeting held.

**Civic Plaza Ad Hoc Committee - Limbaugh/Swanson**

No meeting held.

**Monument Ad Hoc Committee - Chandler/Swanson**

No meeting held.

**Other Related Business**

DIRECTOR SWANSON: And we're at Other Related Business. Anybody?

DIRECTOR LIMBAUGH: March 15th, I attended the Little League opening at HCP, and it was fun. Smitty threw the first pitch out, and so there was a lot of people there. I talked to Director Lindsay about the scoreboards, so again, I wish Don was here because we paid good money for those scoreboards and they're really nice when they work. But they get them fixed up for the tournaments, except the controller pieces are really expensive and they break really easy. So maybe we could look at a better way to do that because, you know, they were like three grand apiece --

MR. WOODS: Well, I'll --

DIRECTOR LIMBAUGH: Well, I asked the president of the league, I said, do you want the old cardboards again, you know, because those last forever. But it was nice. There's a lot of people in Little League still in Hesperia, which has been over 15 years, which is amazing. I think Percy Bakker was one of the first Little League coaches in Hesperia. (Inaudible). There's -- they have the preopening at the Vallarta Market. And if you haven't been there, it's really nice. It's a great addition to that shopping center there. It's -- the store is beautiful inside. And tomorrow night's our volunteer dinner in conjunction with the City. So I recommend if you can make it to there, recognizing some good people in our community as we've always done in the past because volunteerism is at the heart of our district's effort. And thank you for sending me back to CARPD. I'll get even with you. So that's all I have.

DIRECTOR SWANSON: The Palm Street Park addition that had to be made for that, I am really hoping that we can find another place for that, but I don't think we can just because that area was meant for more recreation on the existing facility on Palm Street Park to put in some kind of handball. So I wish we had another option for that piece of property to move that around. Just -- just maybe one suggestion. Perhaps there was -- and I want to give a -- the benefit of the doubt here. Perhaps the word "confidential" was undefined in some way. Perhaps there are people that don't understand the definition of that word. Could you

perhaps the next time we have a confidential document define what that means on the document so there is no misunderstanding whatsoever about what confidential might mean and how important it is to the integrity of the individual that would break that, that they would lose the trust of our community if they were to be so ill-advised as to break the confidentiality of a document. It should only be discussed in closed session. Perhaps that should be clearly defined so there's no question whether there's any way to discuss it outside of the prescribed and lawful time to do that kind of discussion, to preclude any other misunderstandings. Just a thought. And that's all I have. Anyone else?

Okay. We are going to close the meeting.

DIRECTOR LIMBAUGH: Thank you all for coming --

DIRECTOR SWANSON: Oh.

MR. WOODS: Director Swanson, if could you reopen us, please.

DIRECTOR SWANSON: Yes. I would like to open this back up at 9:04.

MR. WOODS: The section under Announcements that we're adjourning to the May 7th -- which was a change in our Board schedule via the scheduling conflict --

DIRECTOR SWANSON: I'm sorry.

MR. WOODS: If you could please address that? Or I can read it. "The next regular Board meeting for the Board of Directors is scheduled for May 7th, 2014, 7:00 p.m., and will be held in the Lime Street Park Center Community Center at 16292 Lime Street, Hesperia, California." And we're going to adjourn this meeting to that meeting.

DIRECTOR LIMBAUGH: Oh, is that the proper protocol now?

MR. WOODS: Yes.

DIRECTOR LIMBAUGH: Like voting? That's a new rule too?

MS. THOMAS: Yes.

## **ANNOUNCEMENTS**

The next Regular Board of Directors Meeting is scheduled for May 7, 2014 at 7:00 p.m. and will be held in the Lime Street Park Community Center at 16292 Lime Street, Hesperia, CA 92345.

DIRECTOR SWANSON: So I would like -- I would like to adjourn to the May 7th, 2014, Board of Directors meeting at 9:05. Thank you.

## **ADJOURNMENT**

The meeting was adjourned by declaration by President Swanson at 9:05 p.m.

Respectfully submitted,

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Lindsay Woods, General Manager

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Rachel Thomas, Admin. Op. Mgr.