

# MINUTES

## RESORT IMPROVEMENT DISTRICT NO. 1 BOARD OF DIRECTORS REGULAR BOARD MEETING May 21st, 2020

### I. CALL TO ORDER

**President Michael Schad called the meeting to order at 9:03 a.m.**

### II. ROLL CALL

Michael Schad, President	<b>Present</b>
Susan Fox, Vice President	<b>Present - Teleconference</b>
Nanette Corley, Director	<b>Present - Teleconference</b>
David Sommer, Director	<b>Present - Teleconference</b>
Jack Hargrave, Director	<b>Present</b>

### III. PLEDGE OF ALLEGIANCE

### IV. PUBLIC COMMENT

**None.**

### V. CONSENT CALENDAR

1. Approve Minutes of the April 16th, 2020 Regular Board Meeting and the May 7th, 2020 Special Board Meeting.
2. Approve Bills for Month of April 2020.  
**Motion to approve the Consent Calendar as presented.**  
**Move/Corley, Second/Hargrave. Roll Call Vote:**  
**Ayes: Schad, Hargrave, Fox, Sommer, Corley. Motion carried unanimously.**

### VI. CORRESPONDENCE / DISCUSSION ITEMS

1. Sheriff's Office Report.

2. Review Third Quarter Financial Report.
3. Responses to Director Questions Regarding Future Changes to Property Liability Coverage and Current Airport Insurance Coverage.
4. Residential Customer Water and Sewer Rate Adjustment Protest Letters.

## VII. BOARD MEMBER / STAFF REPORTS

1. Directors' Reports/Comments.
2. General Manager's Operational Status Report Re: Golf Course, Airport, Water, Sewer, Electrical, Fire Department.

## VIII. UNFINISHED BUSINESS

**None.**

## IX. ACTION ITEMS

1. Consider Amendments to the Monthly Water and Sewer Utility Ordinance: Ordinance #73: Administrative Rate Schedule Regulating Monthly Water and Sewer Rates. (First Reading).  
**Motion to approve proposed changes to Ordinance #73 effective July 1, 2021 and bring back for a second reading and a Public Hearing on June 18, 2020. Move/Fox, Second/Corley. Roll Call Vote:  
Ayes: Schad, Hargrave, Fox, Sommer, Corley. Motion carried unanimously.**
2. Consider Renewal of General Manager's Contract and Consider Changes to the Terms and Compensation of the Contract.  
**Motion to approve extending the General Manager's contract for 4 years and compensate the General Manager as agreed in Closed Session. See attached General Manager's Contract.  
Move/Hargrave, Second/Corley. Roll Call Vote:  
Ayes: Schad, Hargrave, Fox, Sommer, Corley. Motion carried unanimously.**

EMPLOYMENT CONTRACT  
BETWEEN  
JUSTIN R. ROBBINS  
AND  
RESORT IMPROVEMENT  
DISTRICT NO. 1

This Employment Contract ("Contract") is by and between RESORT IMPROVEMENT DISTRICT NO. 1, hereafter referred to as "DISTRICT," and, Justin R. Robbins hereafter referred to as "GENERAL MANAGER." The Board of Directors of DISTRICT is referred to herein as "BOARD."

NOW, THEREFORE, DISTRICT and GENERAL MANAGER, for the consideration herein specified, agree as follows:

**I. TERM**

DISTRICT, in consideration of the promises by GENERAL MANAGER herein contained, agrees to employ, and GENERAL MANAGER hereby accepts employment, as GENERAL MANAGER of the DISTRICT for a term commencing on July 1, 2020, and ending June 30, 2024.

**II. COMPENSATION**

- A. DISTRICT shall pay GENERAL MANAGER an annual salary in the amount of \$99,000 for the 2020/2021 fiscal year; \$102,000 for the FY2021-2022: fiscal year; \$106,500 for the 2022-2023 fiscal year; and \$110,000 for the 2023-2024 fiscal year of this Contract term, subject to adjustment as provided for herein, payable in accordance with DISTRICT'S policies.
- B. Due to the importance of the GENERAL MANAGER position in providing for public safety and essential services within the DISTRICT, the isolated location of the DISTRICT, frequent inclement weather, and the possibility of natural disasters such as earthquakes and wildfires hindering travel in and out of the DISTRICT'S general vicinity, GENERAL MANAGER shall during the term of this Contract reside no further than 4 miles away from the DISTRICT'S office located at 9126 Shelter Cove Road, Whitethorn, CA 95589.
- C. GENERAL MANAGER'S position is salary based and exempt from the provisions of over-time laws.

**III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF GENERAL MANAGER**

GENERAL MANAGER shall be the executive officer of the DISTRICT and shall serve as secretary to the BOARD subject to annual appointment pursuant to Section 13038 of the Public Resources Code. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the BOARD. Said laws,

rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

- B GENERAL MANAGER shall perform all duties prescribed by said laws, rules, and regulations, and shall carry out all lawful directions of the BOARD.

#### IV. DUTY- NONDUTY DAYS AND OTHER BENEFITS

A. Regular Service

GENERAL MANAGER shall be required to render twelve (12) months of full and regular service to the DISTRICT during any annual period covered by this Agreement. The year is normally exclusive of Saturdays, Sundays, holidays and vacation.

B. Annual Vacation

1. GENERAL MANAGER shall be entitled to twenty (20) days annual vacation with pay, accruing on the commencement of the term of this Contract and upon its anniversary each year thereafter during the Contract term and, in addition, shall receive holidays defined in the Policy Manual of DISTRICT.
2. In the event of early termination of this Agreement, the GENERAL MANAGER shall be entitled to full compensation for accrued unused vacation.

C. Illness Leave

GENERAL MANAGER shall receive up to twelve (12) days sick leave maximum per year, accruing on the commencement of the term of this Contract and upon its anniversary each year thereafter during the Contract term.

The District may require confirmation of the reason(s) for the absence if the absence continues for more than three (3) consecutive workdays. In addition, verification may be required at any time if sick leave usage is excessive or a pattern of atypical absences (e.g. Mondays, Fridays, etc.) emerges.

D. Other Leaves and Health and Welfare Benefits

DISTRICT shall provide GENERAL MANAGER with such other leaves and health and welfare benefits as are provided in the Policy Manual of the DISTRICT. Subject to lawful rules of the insurance providers, insurance coverage shall commence on the first day of employment.

GENERAL MANAGER shall receive four (4) Funeral Leave Days per fiscal year to be used in accordance with DISTRICT policy. Funeral Leave Day shall not accrue or carry over to the following fiscal year.

E Additional Time Off

The GENERAL MANAGER may be granted additional time off if a specific project requires that he work an excessive number of hours outside the normal work schedule. Any grant of additional time requires specific written approval by the BOARD.

## V. EVALUATION

- A. The BOARD shall evaluate, in writing, the performance of GENERAL MANAGER.
- B. The evaluation shall be related to the duties and responsibilities of GENERAL MANAGER as set forth in DISTRICT policies and procedures.
- C. The final format, procedures, and goals of GENERAL MANAGER's evaluation shall be established by the BOARD and may include GENERAL MANAGER's self-evaluation. The BOARD may, in its discretion, revise the format and procedure of GENERAL MANAGER's evaluation, but such revision shall first be preceded by reasonable notice to GENERAL MANAGER.
- D. BOARD shall evaluate GENERAL MANGER, in writing, not later than the Regular Board Meeting in June for the fiscal year. GENERAL MANAGER shall remind the BOARD of this requirement no later than the date of the last regular BOARD meeting in the month of April.

A meeting shall be held between GENERAL MANAGER and BOARD President to discuss GENERAL MANAGER's evaluation on or before June 30 of the fiscal year in which the evaluation takes place.

A copy of the written evaluation shall be delivered to GENERAL MANAGER no later than June 30 of the fiscal year in which the evaluation takes place, and GENERAL MANAGER shall have the right to make a written response to the evaluation.

## VI. EXPENSE REIMBURSEMENT

A. General

DISTRICT shall reimburse GENERAL MANAGER for all actual and necessary expenses incurred within the scope of employment. Reimbursement shall be in accordance with BOARD policy.

B. Transportation

GENERAL MANAGER shall be assigned and receive use of a district vehicle. DISTRICT vehicle shall be used for official DISTRICT businesses. GENERAL MANAGER may use assigned DISTRICT vehicle for limited and reasonable personal use.

C. Professional Organizations and Committees

DISTRICT shall pay membership fees for GENERAL MANAGER in various other professional organizations and committees subject to prior approval by BOARD. GENERAL MANAGER shall be encouraged to participate in such activities.

**VII. TERMINATION OF EMPLOYMENT CONTRACT**

A. Except as expressly set forth herein to the contrary, this Employment Contract may be terminated prior to its normal expiration by:

1. Mutual agreement of the parties with 30 days' notice.
2. Retirement of GENERAL MANAGER.
3. Discharge for Cause.

In the event of discharge for cause, this Contract may be terminated. "For Cause" is defined as any of the following reasons:

- a) GENERAL MANAGER'S dishonesty, fraud or misrepresentation to DISTRICT or any third person;
- b) GENERAL MANAGER'S material breach of his obligations as set forth in this Contract;
- c) GENERAL MANAGER'S refusal or failure to comply with the terms of this Contract or the policies, rules, or regulations of the DISTRICT; or
- d) GENERAL MANAGER'S failure to perform his assigned duties where such failure has continued following written notice to GENERAL MANAGER specifying such failure and a reasonable opportunity (not to exceed 30 days) for the cure thereof.

Should the BOARD elect to terminate this Contract prior to its expiration pursuant to this section, the BOARD shall notify GENERAL MANAGER in writing. Upon request, BOARD shall serve upon GENERAL MANAGER a reasonably detailed statement of charges. GENERAL MANAGER will be afforded an opportunity for a hearing before the Board, which shall include the right to be represented by counsel and the right to call witnesses. If GENERAL MANAGER chooses to be accompanied by legal counsel at such hearing, GENERAL MANAGER shall bear any costs therein involved. Such hearing shall be conducted in closed session, except as otherwise required in accordance with law. GENERAL MANAGER shall be provided a written decision describing the results of the hearing.

4. Buyout Provision

Notwithstanding any other provision of this Contract, BOARD shall have the sole right to terminate this Contract without cause. Notwithstanding any provision

herein to the contrary, during the first year following commencement of this employment Contract, GENERAL MANAGER'S employment hereunder shall be "at-will," such that BOARD or GENERAL MANAGER may terminate this Contract for any reason or for no reason at all, without any buyout provision. Should this Contract be renewed for a second year, and for any subsequent years of renewal, if the Board terminates this Contract before its normal expiration, for reasons other than those set forth in sections 1, 2, or 3 of this subsection A., it shall obligate DISTRICT to pay GENERAL MANAGER an amount equal to GENERAL MANAGER's pay for the number of months remaining on the Contract subject to Sections X and XI hereof. Both BOARD and GENERAL MANAGER agree that this shall be the sole and exclusive remedy for termination of the Agreement.

5. Fitness for Duty

Subject to the requirements of any leave rights afforded to GENERAL MANAGER by law, DISTRICT may terminate this Contract if GENERAL MANAGER suffers a disability that renders GENERAL MANAGER unable, as determined in good faith by the BOARD, to perform the essential duties of the position on a full-time basis, even with reasonable accommodation, for three (3) months. If GENERAL MANAGER'S employment is terminated under this Section 5, GENERAL MANAGER shall be entitled to pay under the Buyout Provision as provided in Section 4 above.

B. Unused Sick Leave

Payment shall not be made for unused sick leave, either during employment or upon termination of employment.

## **VIII. EXTENSION OF EMPLOYMENT CONTRACT**

If GENERAL MANAGER's evaluation in the fiscal year immediately preceding the last fiscal year of this Contract is deemed as "satisfactory" in all areas by a majority of the BOARD as set forth in Article V., the BOARD may extend this Contract. The BOARD at the next regular Board of Directors' meeting subsequent to this extension shall confirm this extension publicly. In the event this Contract is extended by operation of this provision, this provision continues to apply to the Contract as extended.

## **IX. GENERAL PROVISIONS**

- A. This Contract contains the sole and entire employment Contract and understanding between the parties and shall supersede any and all other memoranda, correspondence, agreements, arrangements or understandings respecting DISTRICT'S employment of GENERAL MANAGER. No oral modifications, express or implied, may alter or vary the terms of this Contract. No amendments to the Contract may be made except by a writing signed by both parties. No employee or supervisor of DISTRICT is authorized to alter or vary the terms of this Contract, except by written agreement by the BOARD.

B. Except as modified herein, this Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of DISTRICT. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

**X. COMPLIANCE WITH GOVERNMENT CODE SECTION 53260**

Notwithstanding the any provision herein to the contrary, in accordance with Government Code Section 53260, if this Contract is terminated, the maximum cash settlement that GENERAL MANAGER may receive shall be an amount equal to the monthly salary of GENERAL MANAGER multiplied by the number of months left on the unexpired term of this Contract. However, if the unexpired term of this Contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of GENERAL MANAGER multiplied by 18. In addition, any such cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, pursuant to the same time limitations as provided in the preceding sentence, or until the GENERAL MANAGER finds other employment, whichever occurs first.

**XI. COMPLIANCE WITH GOVERNMENT CODE SECTIONS 53243 et seq.**

In the event GENERAL MANAGER receives paid leave salary from DISTRICT pending an investigation, any salary provided for that purpose shall be fully reimbursed by GENERAL MANAGER if GENERAL MANAGER is convicted of a crime involving an abuse of his or her office or position. In the event DISTRICT provides funds for the legal criminal defense of GENERAL MANAGER, any funds provided for that purpose shall be fully reimbursed by GENERAL MANAGER to DISTRICT if GENERAL MANAGER is convicted of a crime involving an abuse of his or her office or position. If this Contract is terminated, any cash settlement related to the termination that GENERAL MANAGER may receive from DISTRICT shall be fully reimbursed to DISTRICT if GENERAL MANAGER is convicted of a crime involving an abuse of his or her office or position. IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

**RESORT IMPROVEMENT DISTRICT NO. 1:**

**Board President:**

\_\_\_\_\_  
Signature on file

\_\_\_\_\_  
05/21/2020

By: Michael Schad, President

Date

**GENERAL MANAGER:**

\_\_\_\_\_  
Signature on file

\_\_\_\_\_  
05/21/2020

By: Justin R. Robbins

Date



3. Consider Draft of the 2020-2021 Resort Improvement District No. 1 and Shelter Cove Fire Department Budget Presentation. (First Reading)  
**Motion to recommend changes to be incorporated into the draft budget and bring back next month for final approval and adoption.**  
**Move/Fox, Second/Hargrave. Roll Call Vote:**  
**Ayes: Schad, Hargrave, Fox, Sommer, Corley. Motion carried unanimously.**

X. OVERLOOKED ISSUES

**None.**

XI. ADJOURNMENT OF MEETING

**Board President, Michael Schad adjourned the meeting at 11:33 p.m.**

Respectfully submitted,

Signature on file

Justin R. Robbins  
Board Secretary  
Ss