

WRIGHTWOOD
COMMUNITY
SERVICES DISTRICT

May 7, 2019

REGULAR
BOARD MEETING



WRIGHTWOOD COMMUNITY SERVICES DISTRICT

P.O. Box 218 Wrightwood, CA 92397

Notice

Regular Meeting of the Board of Directors
Tuesday, May 7, 2019-6:30pm
Wrightwood Community Building
1275 State Highway 2, Wrightwood, CA

Agenda

6:30 PM – Call to Order

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval
4. Public Comments *Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought to participate in the above-agenized public meeting, should be directed to the Chair at any time prior to the meeting. Under this item, any member of the public wishing to directly address the Board on any item of interest that is not within the subject matter jurisdiction of the Board may do so now. However, the Board is prohibited by law from taking any action on any item not appearing on the agenda unless the action is otherwise authorized by the Brown Act. Any member of the public wishing to directly address the Board on any item listed on the agenda may do so when the item is being considered by the Board. Pursuant to Section 2.3.2 of Ordinance No 2017-1 adopted by the Board on July 1, 2017, the Chair may limit each speaker to a comment period of three (3) minutes or less.*
5. Agency Reports
6. Caltrans Hwy 2 Sheep Creek Bridge Update (15-minute maximum)
7. Consent Calendar
 - 7a. April 8,2019 Special Board Meeting Minutes
 - 7b. April 30,2019 Special Board Meeting Minutes
 - 7c. Resolution No. 2019-06 Establishing Policies and Procedures for the Disposal of Surplus District Property
8. General Managers Report
9. Park and Recreation Event Coordinator Contract: Discussion and Possible Action
10. Park and Recreation Event Coordinator Report: Discussion and Possible Action
11. April Financials
12. Non-Renewal of Otherwise Automatic Extension of General manager Employment Term: Discussion and Possible Action.
13. Public Hearing: Proposed 2019/2020 Wrightwood community Services District Annual Budget
14. 2019/2020 Wrightwood Community Services District Proposed Annual Budget: Discussion and Possible Action
15. Public Hearing: Wrightwood Community Services District Solid Waste Management Disposal Facility Fees
16. Wrightwood Community Services District Solid Waste Management Disposal Facility Fees Resolution 2019-04 and Resolution 2019-05: Discussion and Possible Action
17. Ordinance 2019-01 Wrightwood Community Services District Mandatory Commercial Solid Waste Service, and providing Rules and Regulations governing the collection, handling and disposal of commercial solid waste: Discussion and Possible Action
18. Ordinance 2019-02 Wrightwood Community Services District establishing a commercial recycling program: Discussion and Possible Action
19. Declare Surplus District Property: Discussion and Possible Action
20. Directors Comments
- 21 Future Board Meeting: Discussion and Possible Action June 4, 2019
- 22 Adjournment

The Vision of the Wrightwood Community Services District is:

To Empower our community to have local control by serving as a platform for community discussion, cohesion and action in the areas of parks and recreation, street lighting, solid waste and recycling and wastewater planning and engineering.

To promote and grow a vibrant parks and recreation department for our community.

To maintain and enhance our current infrastructure

To economize our solid waste process and maximize our efficiency in executing them

To protect our natural resources through evaluating community wastewater needs

To meet all these ends in a fiscally responsible manner

The Mission of the Wrightwood Community Services District is:

To provide local governance in the areas of parks and recreation, street lighting, solid waste and recycling and waste water planning and engineering in a fiscally responsible manner.

ITEM 6
CALTRANS
HWY 2
SHEEP CREEK
BRIDGE
UPDATE



ITEM 7a

MINUTES SPECIAL BOARD MEETING APRIL 8, 2019



SPECIAL BOARD MEETING
April 8, 2019
Wrightwood Community Building
1275 State Highway 2
Wrightwood, CA

MINUTES

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

Staff Present: Steven Kennedy, Attorney
Al Morrissette – General Manager
Tamara Keen - Secretary

Call to Order

President Zuber called the Meeting to order at 6:30 p.m.
GM Morrissette conducted the Pledge of Allegiance

Roll Call

All members were present except for Director Schneider who showed up at approx. 8:30pm.

- 3. Approval of Agenda:** President Zuber motioned to approve the agenda. Director Franklin 2nd the motion. Agenda approved unanimously.
- 4. Public Comment:** John Lenau announced that there was a ground breaking last week for the Camp Cajon Monument which is located at the 15 and 138. The dedication for the monument will be held on Thursday July 4, 2019. John also reminded everyone that Saturday April 13, 2019 was WWPOA's "Clean Up the Hwy 2" day. All supplies needed will be provided by the WWPOA. Darrel Sykes commented that a lot of people in this town are very appreciative of the CSD and what they are doing for the community. Darrel also presented the Board a petition with over 30 signatures in favor of The Wind Energy Project and expects to get more. John Lenau wanted everyone to know Cal Trans will be at the next meeting to discuss the widening of the HWY 2/Sheep Creek Wash bridge.
- 5. Agency Report:** Susan Drake from Supervisor Lovingood's office stated that Supervisor Lovingood along with new DA, Jason Anderson, are advocating emphasis on Workers Comp fraud along with 3 other counties. They are also advocating with Washington DC to further reduce Veterans homelessness. There will be a Veterans Resource Fair in Apple Valley on May 30, 2019 to help the people in our community. It was also mentioned that General Atomics in El Mirage was given approval for a \$40,000,000. expansion which will create approx. 2000 more jobs during the 12-month construction phase.
- 6. Consent Calendar:** Director Franklin motioned to approve, Director Hordyk seconded the motion. Consent calendar approved unanimously.
- 7. General Managers Report:** Discussion regarding Al's leave of absence in May.

8. **March Financials:** Board would not approve March financials as they have yet to receive them from bookkeeper.
9. **Lions Club Co-sponsorship:** Vicky Rynek requested a variance to split the cost of Game night with the CSD as she feels it falls under Parks and Recreation. This variance was approved with a motion to approve from Director Hordyk and a 2nd from Director Lopiccolo. The second variance was for the Easter Breakfast which was not approved by the Board but will be paid by Wes Zuber.
10. **Surplus of Tables and Chairs:** This item has been tabled until next month to create a Surplus policy
11. **Bookkeeper Contract and Renewal:** No action taken.
12. **Resolution 2019-04 & 2019-05 Prop 68 State Park Grant:** Board approved 2hours for Attorney Steve Kennedy to review the contract and make any recommendations. This item has been moved to next month's meeting.
13. **Solid Waste Commercial Mandatory Pick up/Recycling:** There have been no changes since contract was presented. The staff is directed to have a summary of the Ordinance to be published at least 5 days prior to the date of adoption in a newspaper and a copy of the full text must be posted at the District Office at least 5 days prior to the meeting. It can then be adopted in the next meeting and must be publicized within 15 days thereafter.
14. **District Reserve Policy:** Tabled for future date.
15. **Parks and Recreation Event Coordinator:** The Board has hired Monica Ciccarelli as an Independent Contractor for the Park and Recreation Event Coordinator at \$18.00 an hour with a review in 90 days. Director Frank motioned to approve Director Lopiccolo 2nd the motion.
16. **Capital Improvement Plan:** The GM presented the Capital Improvement Plan to the Board. It identified necessary improvements by the individual facility or park and utilized a 10-timeline. Vice-President Hordyk asked if the plan could be used in the grant application and GM Morrissette responded affirmatively. President Zuber asked which of these needs to be done first and GM Morrissette responded the security camera system. President Zuber stated that he would be able to help with that due to his experience building such systems.
17. **2019/20 Budget Review:** Start process of public hearing to approve
18. **Future Board Meeting:** May 7, 2019 @ 6:30pm

President Zuber adjourned the meeting at 8:43 p.m.

Minutes approved: _____
 President Wes Zuber

Date _____

ITEM 7b

MINUTES SPECIAL BOARD MEETING APRIL 30,2019



SPECIAL BOARD MEETING
April 30, 2019
Wrightwood Community Building
1275 State Highway 2
Wrightwood, CA

MINUTES

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

Staff Present: Steven Kennedy, Attorney
Al Morrissette – General Manager
Tamara Keen - Secretary

Call to Order

President Zuber called the Meeting to order at 6:30 p.m.
Attorney Steve Kennedy conducted the Pledge of Allegiance

Roll Call

All members were present.

- 19. Approval of Agenda:** Director Zuber motioned to approve the agenda. Director Lopiccolo 2nd the motion. Agenda approved unanimously.
- 20. Public Comment:** John Lenau announced that Cal Trans has started the preliminary work on the widening of the Sheep Creek Bridge. If there are any questions or concerns Cal Trans will be at the next Board meeting Tues. May 7, 2019. John also stated that the WWPOA has ordered 30,000 tons of decomposed granite to repair the trail along Hwy. 2. Camp Cajon monument is underway but is short \$1500.00. A Go Fund Me account has been set up for donations. Mike Troeger commended the CSD for giving the discounted rate to the 100 Mile Race. Mike gave a brief history of the race and stated “This race put Wrightwood on the map.” He also brought up the fact that the racers are one of the only few that pick-up trash and help maintain the forest. Each runner is required to donate 8 hours of their time to help clean up the forest.
- 21.100-Mile Ultramarathon Foot Race:** Director Lopiccolo motioned to approve variance and was 2nd by Director Schneider. Motion carried to accept the variance of \$13.50 per hour
- 22.Wrightwood Fire Safe Council Monthly Meeting Variance:** Director Hordyk motioned to approve variance with 2nd by Director Lopiccolo. Motion carried.
- 23.Wrightwood Fire Safe Council Winter Traffic Control Variance:** Director Hordyk motioned to approve the variance with 2nd by Director Lopiccolo.
- 24.Wrightwood Blues Society Hall of Fame:** Rick Rice presented the Board with a final rendition of the Wall of Fame.

25. Snowline Joint Unified School District Emergency Use Mutual Response Agreement: John Garner, principal at WW Elem. presented the Board with an Emergency Plan for Wrightwood Elementary, using the Community Bldg. as a gathering place. Director Schneider motioned to approve with the removal of Article 7 Section C. Director Franklin 2nd the motion. Motion carried.

26. Resolution No. 2019-06 Establishing Policies and Procedures for the Disposal of District Surplus Policy: Mr. Kennedy explained to the Board how the policy works noting that if items are put on surplus under the purchase price, the Board can consider it salvaged and give it to another govt. entity or another non-profit. Director Franklin requested that Wrightwood organizations be given first priority before anything leaves the community. The Board directed Mr. Kennedy to make a few minor adjustments to the policy and bring back to next Board meeting.

27. Recess to Closed Session – GM Performance Evaluation:

28. Return to Open Session: No reportable action

29. Directors Comments:

30. Future Board Meeting Agenda Items: May 7, 2019

31. Adjournment

President Zuber adjourned the meeting at 8:30 p.m.

Minutes approved: _____
President Wes Zuber

Date _____

ITEM 7c

RESOLUTION 2019-06

SURPLUS
POLICY



RESOLUTION NO. 2019-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WRIGHTWOOD COMMUNITY SERVICES DISTRICT ESTABLISHING
POLICIES AND PROCEDURES FOR THE DISPOSAL OF SURPLUS
DISTRICT INVENTORY

WHEREAS, the Wrightwood Community Services District (“the District”) is a public agency organized and operating pursuant to the Community Services District Law, California Government Code Section 61000 et seq.; and

WHEREAS, there is a need to promote uniformity in the policies and procedures for the disposal of surplus inventory owned by the District.

NOW, THEREFORE, BE IT RESOLVED by the District’s Board of Directors that the policies and procedures attached hereto and incorporated herein by this reference are hereby adopted.

BE IT FURTHER RESOLVED by the District’s Board of Directors that this Resolution shall take effect immediately upon its adoption and shall supersede any and all inconsistent policies and procedures previously utilized by the District concerning the subject matter hereof.

ADOPTED this 7th day of May, 2019.

AYES:
NOES:
ABSTAIN:
ABSENT:

President Zuber

ATTEST: _____
Secretary

Section 1. Purpose.

The purposes of this policy are to standardize the procedures for the disposal of surplus equipment, inventory, and salvage items of the Wrightwood Community Services District, and to set forth the duties and responsibilities of the General Manager and District staff in connection therewith.

Section 2. Definitions.

A) Inventorial Equipment - means District-owned free-standing equipment with a useful life of more than two years and a purchase price of \$2,000 or more. Furnishings, computer equipment, portable radios and other electronics costing \$200 or more are inventoried for purposes of security and control and included in this category.

B) Salvage - means any District reclaimed or discarded equipment, material, furniture or supply which has a reasonable resale value less than the applicable limits for Inventorial Equipment.

C) Surplus Inventory - means any Inventorial Equipment and Salvage that the District's Board of Directors has determined to be no longer necessary or useful to the District.

Section 3. Applicability.

This policy shall apply to the declaration and disposal of Surplus Inventory by the District.

Section 4. Disposal of Surplus Inventory.

A. Determination. The District Board of Directors shall, upon presentation of documentation from the General Manager, determine if Inventorial Equipment or Salvage is Surplus Inventory. The documentation presented by the General Manager shall list the Inventorial Equipment or Salvage sought to be declared Surplus Inventory and if applicable shall include license number, VIN number or other identifying serial number or property identification number, estimated book or trade-in value and property description.

B. Inventorial Equipment. The sale of Inventorial Equipment determined to be Surplus Inventory shall be by the means determined to garner the greatest monetary value, including but not limited to, competitive bid, internet sales, or advertisement in the local newspaper. If sold by competitive bid, the sale date, sale location, and list of equipment to be sold shall be advertised in a local paper and/or trade publication and posted at the District offices and facilities at least ten days before the sale date. Employees, their immediate family or relatives, members of the District's Board of Directors, and retained consultants are prohibited from bidding during this first process. Inventorial Equipment determined to be Surplus Inventory may be sold on e-bay or other internet sales service after a minimum reserve amount has been established. In all circumstances, the bidder with the highest bid price shall be deemed the successful bidder.

1. If the advertised sale of Inventorial Equipment determined to be Surplus Inventory fails to generate a competitive bid, District employees may at this time submit sealed bids for any such items. The employee with the highest bid price shall be deemed the successful bidder.

2. If the offer of sale to employees fails to generate any bids, the Inventorial Equipment determined to be Surplus Inventory shall be sold for scrap or disposed of in a legal manner.

3. All sold or disposed Inventorial Equipment determined to be Surplus Inventory shall be removed from District property within 48 hours of the sale and title transfer unless otherwise agreed by the General Manager and successful bidder.

4. Proceeds of the sale of Inventorial Equipment determined to be Surplus Inventory shall be posted to an account deemed appropriate by the General Manager, unless otherwise directed by the District Board of Directors.

C. Salvage. If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property only has Salvage value, the General Manager may proceed with the disposal thereof as follows:

1. Salvage items determined to be surplus may be sold to recycle centers, other agencies, private businesses, public or private organizations, or non-profit organizations, with first priority given to entities operating within the District's service area.

2. Proceeds from the sale of Salvage items shall be posted to an account deemed appropriate by the General Manager, unless otherwise directed by the District Board of Directors.

D. Donation. If any Inventorial Equipment determined to be Surplus Inventory is not sold after a reasonable time using the methods set forth above, or if it is determined that such property is obsolete with no reasonable resale or Salvage value, the General Manager may, upon prior approval of the District's Board of Directors, donate such property to another governmental agency or to a certified local non-profit organization that is eligible to receive such items from the District and which provides benefits to the constituents within the District's service area.

E. Representations and Warranties. All Surplus Inventory shall be disposed of "as-is" without any representations or warranties, express or implied.

Section 5. Extent of Authorization.

A. Limitation. The District Board of Directors and the General Manager, to the limited extent expressly set forth herein, are the only parties authorized to sell Surplus Inventory and Salvage. No other District employee shall sell or donate any District equipment or material without the express written authorization of the Board of Directors.

B. Violation. Unauthorized removal, disposal, or expropriation of any District-owned inventory, regardless of estimated value, constitutes a breach of District policy and could be construed as misappropriation of public funds.

ITEM 8

GENERAL MANAGER REPORT



GENERAL MANAGER REPORT MAY 7, 2019

The Board held two Special meetings in April. The first on April 8 which had to be agendized due to an error I made in the posting of the April 2, 2019 Board Meeting, which not only includes the physical postings at the Community Building, The Old Fire House and Mountain Hardware, but as of January 1, 2019 must be posted on our website. I posted on the website too late and the consequence was the cancellation of that meeting and posting of the other. I apologize for my error.

The second Special Board Meeting was April 30, 2019. This meeting included a closed session titled GM Performance Evaluation. This is typical prior to the ending term of a GM Contract to evaluate the GM's ability pros and cons. Both the Board and GM have the right to notify the other party that the existing contract will not be renewed for any reason they choose. This must be done before a 60-day period at the end of the contract or the contract automatically renews, May 31, 2019 would be the non-renewal deadline for this contract ending July 31, 2019. While finishing the term of this contract, the Board will have the opportunity to review and modify as they feel necessary without the GM's input and then they will post for applicants that could include the GM.

The District Audit by Eadie and Payne is at the point where they will inform me of when they can be here for the in-office review of materials and the flow of the audit appears to be inline with the June timeline.

Though we are in the public review and comment timeline for the Districts Mandatory Commercial Trash pick-up and the implementation of the Commercial Recycling Program is closing in on our Solid Waste reports to the County in June, I am confident we will be able to meet the County and State reporting timelines.

The 2019/2020 Dump Cards are in line to be distributed near the middle of June. I have enquired about any data updates or chip changes for the new cards and was told the data is current and any card adjustments will be made this week.

LAFCO has started their service review and I will be working with them for a few weeks during this process. Upon completion, they will present their findings to the LAFCO Board and send us a copy of the results.

The Adhoc Budget Committee agreed to meet with the bookkeeper on Wednesday, April 24 @3pm. Then the following day it was determined that that time should be changed to same date but in the morning. Two morning timeslots were offered by the bookkeeper to fulfil the request along with an alternate date. Unfortunately, the Adhoc committee cannot meet on Mondays, Wednesdays or Fridays due to work conflicts and the bookkeeper has long term out of area commitments on Tuesdays and Thursdays. I asked the committee if they could allow me to meet with her alone because I can adjust my schedule to accommodate, but I have not been given that direction.

I pulled the two park grants because the Board wanted Mr. Kennedy to review before having the Board approve support resolutions. Also this agenda is very large and those items will be on the June 4 agenda.

Thank You
Al Morrissette

ITEM 9

PARKS AND RECREATION COORDINATOR CONTRACT

DISCUSSION AND POSSIBLE ACTION



STAFF REPORT

Monica Ciccarelli request that the contract be taken off the consent calendar because she had some questions to ask the Board.

Thank you

Al Morrissette

**AGREEMENT FOR SERVICES
BETWEEN
WRIGHTWOOD COMMUNITY SERVICES DISTRICT
AND
MONICA CICCARELLI**

THIS AGREEMENT is made this ____ day of _____, 2019 (hereinafter referred to as the “Effective Date”), by and between the WRIGHTWOOD COMMUNITY SERVICES DISTRICT, a public agency organized and operating pursuant to California Government Code Section 61000 et seq. (hereinafter referred to as the “DISTRICT”), and MONICA CICCARELLI, an individual (hereinafter referred to as “CONSULTANT”). DISTRICT and CONSULTANT may individually be referred to as “Party” or collectively as “Parties” in this Agreement.

RECITALS

WHEREAS, the DISTRICT desires to contract with CONSULTANT to provide services as the Parks and Recreation Activity Coordinator for the DISTRICT (hereinafter referred to as “Project”); and

WHEREAS, CONSULTANT is willing to contract with the DISTRICT to provide such services for the Project; and

WHEREAS, CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services for the Project, and that CONSULTANT is customarily engaged in an independently established trade, occupation, and/or business of the same nature as the work to be performed herein; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONSULTANT to provide the services described herein for the Project.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the Parties hereto agree as follows:

**ARTICLE I
ENGAGEMENT OF CONSULTANT
AND AUTHORIZATION TO PROCEED**

1.1 **ENGAGEMENT:** The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement, to perform the Project services described in Section 2.1 of this Agreement for the term set forth in Section 5.1 of this Agreement.

1.2 **AUTHORIZATION TO PROCEED:** Authorization for CONSULTANT to proceed with all or a portion of the Project services described in Section 2.1 of this Agreement will be granted in

writing by the DISTRICT as soon as both Parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

1.3 NO EMPLOYEE RELATIONSHIP: The Project services to be provided by CONSULTANT are outside the usual core business of the DISTRICT as a Community Services District. CONSULTANT shall perform the Project services provided for herein as an independent contractor, and not as an employee of the DISTRICT. CONSULTANT is not to be considered an agent or employee of the DISTRICT for any purpose, and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONSULTANT shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which the DISTRICT may be required to make on behalf of CONSULTANT or any agent or employee of CONSULTANT.

ARTICLE II SERVICES OF CONSULTANT

2.1 SCOPE OF SERVICES: The Project services to be performed by the CONSULTANT under this Agreement are described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Scope of Work"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern.

ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT

3.1 DUTIES OF THE DISTRICT: The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT's performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT will designate its Board of Directors (hereinafter referred to as "Board") as the body to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. The Board will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the work, although the Board will not control or direct CONSULTANT's work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONSULTANT of the change in writing.

3.3 DUTIES OF CONSULTANT: CONSULTANT shall perform the Scope of Work and all services for the Project in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement. The CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

3.4 APPROVAL OF WORK: The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the CONSULTANT or its subcontractors. CONSULTANT's obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONSULTANT or its subcontractors as set forth above in this paragraph.

ARTICLE IV PAYMENTS TO CONSULTANT

4.1 PAYMENT: During the Term of this Agreement, the DISTRICT will pay CONSULTANT for services actually performed in accordance with the Scope of Work at the rate of \$18.00 per hour not to exceed 15 hours per week. The amounts set forth herein constitute the maximum compensation to which CONSULTANT may be entitled for the performance of services for the Project, unless this Agreement and/or the Scope of Work are changed in writing by the DISTRICT in advance of the services to be performed hereunder. Adjustments in the payment amount shall only be allowed pursuant to Section 6.4 of this Agreement.

4.2 PAYMENT TO CONSULTANT: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are complete and CONSULTANT's work product and services are provided and performed in compliance with the terms and conditions of this Agreement. CONSULTANT shall invoice DISTRICT monthly for services performed under this Agreement. In the event that a payment dispute arises between the Parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 COST FOR REWORK: CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's negligent act or omission or otherwise due substantially to CONSULTANT's fault.

ARTICLE V COMPLETION SCHEDULE

5.1 TERM: The Term of this Agreement shall begin on the Effective Date and shall continue until this Agreement is terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

5.2 TIME OF ESSENCE: CONSULTANT shall perform all services required by this Agreement in a prompt, timely, and professional manner. Time is of the essence in this Agreement.

ARTICLE VI GENERAL PROVISIONS

6.1 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: CONSULTANT shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 SUBCONTRACTORS AND OUTSIDE CONSULTANTS: No subcontract shall be awarded by CONSULTANT unless prior written approval thereof is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's subcontractors and of the persons employed by the subcontractor, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 INSURANCE: *[INTENTIONALLY OMITTED]*

6.4 CHANGES: If the DISTRICT requests a change in the Scope of Work, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. CONSULTANT must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of receipt from CONSULTANT of the notification of change unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

6.5 NOTICES: All notices to either Party by the other shall be made in writing and delivered or mailed to such Party at their respective addresses as follows, or to other such address as either Party may designate, and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT:	Wrightwood Community Services District 1275 State Highway 2 Post Office Box 218 Wrightwood, CA 92397
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Attn: Board of Directors

To CONSULTANT: Monica Ciccarelli
Post Office Box 219
Wrightwood, CA 92397
Tel: (818) 590-4191

6.6 CONSULTANT'S ASSIGNED PERSONNEL: CONSULTANT designates Monica Ciccarelli to have immediate responsibility for the performance of the work for the Project and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project by giving ten (10) days written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.
- (b) In the event of termination of this Agreement or abandonment of any portion of the Project, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

6.8 ATTORNEYS' FEES: In the event that either the DISTRICT or CONSULTANT brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this Agreement or determine the rights of and duties of either Party in relation thereto, the prevailing Party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both Parties mutually agree before, during, or after any such action or proceeding has begun.

6.9 INDEMNITY:

- (a) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses,

attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this Agreement, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONSULTANT; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONSULTANT, any of CONSULTANT's subcontractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.

- (b) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONSULTANT shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.
- (c) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.
- (d) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

6.10 SAFETY: CONSULTANT shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

- (a) CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

6.11 EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONSULTANT for the Project shall be furnished to and become the property of the DISTRICT. CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement.

6.12 OWNERSHIP OF SOFTWARE: *[INTENTIONALLY OMITTED]*

6.13 INTEGRATION AND AMENDMENT: This Agreement contains the entire understanding between the DISTRICT and CONSULTANT as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the Parties hereto. Each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not set forth herein. This Agreement may not be amended except by a writing signed by all Parties hereto.

6.14 ASSIGNMENT: Neither Party shall assign or transfer its interest in this Agreement without written consent of the other Party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6.15 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both Parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same. In the event of a conflict between the provisions of this Agreement and the Scope of Work, the provisions of this Agreement shall control. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with Jurisdiction in the County of San Bernardino, State of California.

6.16 HEADINGS: Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

6.17 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.18 EFFECT OF DISTRICT'S WAIVER: Any failure by the DISTRICT to enforce any provision of this Agreement, or any waiver thereof by the DISTRICT, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

6.19 AUTHORITY: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to sign this Agreement on behalf of and to so bind their respective legal entities.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CONSULTANT

DISTRICT

By: _____
Monica Ciccarelli

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

EXHIBIT A

SCOPE OF WORK

Manager will oversee the District's recreation programs including but not limited to: Recreational Programs, Sports Leagues and Events. He or she will have the knowledge of varying district rules and regulations for sports, games, arts and crafts; ability to maintain effective working relationships with children, teens and/or adults and the general public.

In addition to the duties described, the coordinator will work directly with Facility Reservations, Contract Classes, Senior Programs, Community Excursions, Youth Programs, Youth and Adult Sports and Special Events. Must be able to work assigned schedules that include weekdays, evenings and/or holidays.

- Create new potential Parks and Recreation programs

- Survey community to gauge interest in future possible programs
- Research similar programs in other areas
- Coordinate with local groups to facilitate new programs
- Write comprehensive proposals for Board's review at monthly Regular Board Meetings to receive approval of proposed programs
- Work with staff to schedule programs
- Assist with organization and scheduling of frontline staff, sports activities, arts and crafts, games and play activities for youth and adults
- Assist in the supervision and development of sports leagues, playgrounds, community facilities, park areas and ensure the safety of participants through the proper use of equipment and the enforcement of rules and regulations
- Complete written reports including facility checks, attendance reports and incident and accident reports
- Monitor the operation and public activity during the hours of operation when needed
- Write grants to secure additional funding for future community programs

Prerequisites

- Must have a High School Diploma
- Previous experience in developing Parks and Recreation programs
- Valid Class C California driver license and acceptable driving record throughout the course of employment and must carry auto insurance coverage
- Self-Starter who can take initiative
- Ability to accomplish tasks with little to no direction
- Above-average communications skills
- Writing skills
- Word processing skills
- Conflict resolution skills
- Be able to coordinate District events and activities, work in conjunction with paid staff, and coordinate and supervise volunteer staff
- Ability to work flexible hours

ITEM 10

PARK AND RECREATION COORDINATOR REPORT

DISCUSSION AND POSSIBLE ACTION



STAFF REPORT

The report will be furnished by the coordinator at the meeting. The Board will give direction to the coordinator.

Thank you

Al Morrissette

ITEM 11

APRIL FINANCIALS



APRIL 2019 DISBURSEMENTS AND DEPOSITS					
Check Number	Amount	Disbursement Date	P O Date	Payee	Account
1438	\$43.95	4/1/2019	4/3/2019	Turner Security	Alarm Service
1439	\$264.58	4/1/2019	4/4/2019	So Cal Edison	Com Bld/Park
1440	\$43.41	4/1/2019	4/4/2019	So Cal Edison	OFH/Museum
Auto-Pay	\$156.48	4/2/2019	4/2/2019	EDD	Employee-Payroll
Auto-Pay	\$14.99	4/8/2019	4/8/2019	Adobe	Office
Credit Card	\$405.55	4/8/2019	4/8/2019	Staples	Office/Printer
1441	\$13,267.87	4/9/2019	4/17/2019	CR&R	Solid Waste
1442	\$348.24	4/9/2019	4/17/2019	CR&R	District Dumpster
1443	\$333.10	4/9/2019	4/17/2019	So Cal Edison	Street Light
Auto-Pay	\$14.00	4/13/2019	4/13/2019	Amazon Prime	Account Fee
1444	\$15.93	4/15/2019	4/19/2019	Jim Prince	Park Supply Reimbursement
1445	\$1,856.25	4/15/2019	4/26/2019	Kennedy	Attorney
Auto-Pay	\$24.67	4/15/2019	4/15/2019	DCB	Service Charge
1446	\$150.00	4/16/2019	4/26/2019	Barre S Mormann	Spring tournament umpire
1447	\$260.20	4/16/2019	4/23/2019	So Cal Gas	Com Bld/Park
Auto-Pay	\$60.00	4/22/2019	4/22/2019	Intuit	Quick Books
1448	\$53.89	4/22/2019		GS Water	Com Bld/Park
1449	\$61.56	4/22/2019		So Cal Gas	OFH/Museum
1450	\$2,035.11	4/22/2019		SB County	Solid Waste
1451	\$125.36	4/23/2019		Verizon	District phone service
Credit Card	\$64.60	4/23/2019	4/23/2019	Stater	T-Paper/Park
Credit Card	\$987.40	4/24/2019	4/24/2019	Daily Press	Public Notices
Credit Card	\$641.80	4/24/2019	4/24/2019	Daily Press	Public Notices
Credit Card	\$976.60	4/24/2019	4/24/2019	Daily Press	Public Notices
Credit Card	\$350.20	4/24/2019	4/24/2019	Daily Press	Public Notices
1452	\$43.95	4/29/2019	5/2/2019	Turner Security	Alarm Service
50106	\$3,709.06	4/29/2019		IRS	Payroll Deductions
TOTAL	\$26,308.75				

Deposits					
Date	Amount	Name		Payroll	
4/2/2019	\$121.50	Rental		50103	\$1,337.06
4/3/2019	\$100.75	Rental		50104	\$476.94
4/4/2019	\$247.00	Rental		50105	\$745.56
4/4/2019	Inc. below	\$354.05 SBCGA01		50107	\$1,298.29
4/4/2019	\$15,463.74	\$15109.69 SBCSLO1		50108	\$537.66
4/9/2019	\$504.19	Rental/IRS		50109	\$725.15
4/12/2019	\$150.00	Rental		TOTAL	\$5,120.66
4/12/2019	\$5,047.79	CR&R Franchise Fee			
4/16/2019	\$1,225.00	Spring Soft Ball			
4/16/2019	\$87.75	Rental			
4/18/2019	\$2,371.14	LA County Prop Tax			
4/22/2019	Inc. below	\$421.02 SBCGA 01			
4/22/2019	\$117,070.73	\$116,649.71 SBCSLO1			
4/22/2019	\$300.00	Rental			
TOTAL	\$142,689.59				

* single deposit amount for two property tax department disbursted by SB County Treasurer : SBCGA01Park Property Tax and SBCSLO1 Special Assessment

DEPOSITS AND DISBURSEMENTS FISCAL YEAR 2018/2019

Month	Beginning Balance	Deposit	Total Disbursements	Payroll	Gross	Cash Available
7/1/2018	\$181,728.88	\$14,364.78	\$43,841.32	\$4,803.24	\$196,093.66	\$147,449.10
8/1/2018	\$147,449.10	\$17,050.79	\$35,184.57	\$4,759.79	\$164,499.89	\$124,555.53
9/1/2018	\$124,555.53	\$8,417.66	\$18,258.27	\$4,656.54	\$132,973.19	\$110,058.38
10/1/2018	\$110,058.38	\$6,918.24	\$20,353.16	\$4,749.76	\$116,976.62	\$91,873.70
11/1/2018	\$91,873.70	\$69,601.64	\$18,180.70	\$6,737.17	\$161,475.34	\$136,557.47
12/1/2018	\$136,557.47	\$148,692.33	\$23,122.17	\$4,677.19	\$285,249.80	\$257,450.44
1/1/2019	\$257,450.44	\$17,432.30	\$35,512.80	\$4,754.86	\$274,882.74	\$234,615.08
2/1/2019	\$234,615.08	\$10,464.49	\$18,293.70	\$4,347.20	\$245,079.57	\$222,438.67
3/1/2019	\$222,438.67	\$18,055.66	\$23,167.19	\$4,815.21	\$240,494.33	\$212,511.93
4/1/2019	\$212,511.93	\$142,689.59	\$26,308.75	\$5,120.66	\$355,201.52	\$323,772.11
5/1/2019	\$323,772.11					
6/1/2019						

Estimate Cash Flow Statement

Current Bank Balance	\$323,772.11
Franchise Fee *	\$4,000.00
Total Estimate Revenue	\$327,772.11

Accounts Payable Outstanding

Election Payment	\$0.00
Skate Park	\$0.00
Total Estimated Expense	\$0.00
Balance	\$327,772.11

Election payments are due each January 4 remaining
 Skate Park payments are due each April 2 remaining

MONTHLY HOURS

GM	PARK	OFFICE	MONTH
100	80	80	BUDGETED
124	89.75	106	7/1/2018
123.25	97.25	105.75	8/1/2018
117	82.75	95	9/1/2018
137.75	62.25	102.75	10/1/2018
46.25	87.5	115	11/1/2018
104	82.5	104.25	12/1/2018
151.5	77.25	87.25	1/1/2019
115	74	90.5	2/1/2019
123.5	87	101.5	3/1/2019
135	90.25	114.25	4/1/2019

Hours are 5 consecutive hours per work day, number of work days can vary dependent upon the days of the week, compared to the days of the month.

ITEM 12
NON-RENEWAL OF OTHERWISE
AUTOMATIC EXTENSION
OF
GENERAL MANAGER
EMPLOYMENT TERM
DISCUSSION
AND
POSSIBLE ACTION



Wrightwood Community Services District

Charting Wrightwood's Destiny for Parks & Rec, Solid Waste and Streetlights

1275 Hwy2, Wrightwood, CA 92397 Mailing Address: POB 218, Wrightwood, CA 92379 Phone: 760 249-3205

MEMORANDUM

VIA HAND DELIVERY

TO: Albert Leon Morrissette
General Manager

FROM: Board of Directors

DATE: May 7, 2019

RE: Employment Agreement dated August 1, 2017

The purpose of this memorandum is to furnish you with formal written notice that the District's Board of Directors hereby elects to exercise its right to not renew the above-referenced Employment Agreement in accordance with Section 1(b) thereof. As a result, your employment with the District pursuant to said Employment Agreement will officially expire on July 31, 2019. It is expected that you will perform your duties under the Employment Agreement in good faith throughout the remainder of the Employment Term and that you will also comply with your contractual obligations under Section 4(g) of the Employment Agreement.

Please also be advised that you are welcome to apply for the District's General Manager position for the employment term that will begin on August 1, 2019.

Thank you for your service to the District.

CHUCK FRANLIN
DIRECTOR

MICHELLE SCHNIEDER
DIRECTOR

WES ZUBER
PRESIDENT

NATALIE LOPICCOLO
DIRECTOR

LEO HORDYK
VICE-PRESIDENT

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into as of August 1, 2017, is by and between WRIGHTWOOD COMMUNITY SERVICES DISTRICT, a self-governing special district formed under California Government Code Section 61000 et seq. ("Employer"), and ALBERT LEON MORRISSETTE, an individual ("Employee").

Employer and Employee agree to the following terms and conditions of employment:

1. Period of Employment.

- (a) Basic Term. Commencing on the date of this Agreement, Employer shall employ Employee for a period of two (2) years (the "Term Date"), as extended under Section 1(b), unless Employee is terminated sooner in accordance with Section 4 below. As used herein, the phrase "Employment Term" shall refer to the entire period of employment of Employee by Employer hereunder, whether for the periods mentioned above or whether extended or earlier terminated as herein after provided.
- (b) Renewal. This Agreement shall be automatically renewed for an additional two (2) year period on the Term Date, unless one party gives to the other advance written notice of non-renewal at least sixty (60) days prior to such date. Either party may elect not to renew this Agreement with or without cause, in which case this Section 1(b) shall govern Employee's termination and not Section 4 [except for Employee's termination obligations set forth in Section 4(g), which shall remain in effect].

2. Duties and Responsibilities.

- (a) Position. Employee shall serve as the General Manager for the Employer. In that capacity, Employee shall perform all services, acts, and functions necessary or advisable to lawfully manage and conduct the business of Employer in accordance with all legal requirements and the policies, procedures, rules, and regulations established by Employer's Board of Directors, and subject to the direction, prior consent, and subsequent ratification of Employer's Board of Directors. This includes, but is not limited to, the hiring and firing of full-time, part-time, and temporary employees. Employee shall devote his best efforts and attention to the performance of his duties and shall report directly to Employer's Board of Directors.
- (b) Availability and Work Schedule. Employee shall be employed by Employer in a part-time capacity for a maximum of 25 hours in any given week. During the Employment Term, Employee shall perform most services required by this Agreement at Employer's headquarters during Employer's regular business hours (M-W-F 9am-1pm) and during other days of the week that are not within the normal business hours or unless Employee's presence at other locations or during different times is necessary to fully and completely perform the duties of the position assumed by Employee. In addition, Employee shall maintain his permanent residence in an area that is in close proximity to Employer's headquarters, and shall otherwise be available to Employer 24 hours a day by telephone, pager, or other equipment furnished by Employer for this purpose.

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

3. Compensation

- (a) Salary. Employer shall pay Employee a salary at the rate of \$26.40 per hour during the Employment Term in accordance with Employer's duly established practices and the work schedule set forth in Section 2(b) of this Agreement. In the event Employee works in excess of 25 hours in any given week during the Employment Term, Employer shall pay Employee at the rate of \$26.40 per hour for each hour worked in excess of 25 hours, up to a maximum of ten (10) compensable hours. Work by Employee in excess of 35 hours in any given week requires prior approval of either the President or Vice-President of Employer's Board of Directors, and subsequent ratification by Employer's Board of Directors in accordance with applicable open meeting requirements. Employer may, but is not obligated to, increase Employee's salary as deemed appropriate by Employer's Board of Directors in the exercise of its sole discretion upon completion of its annual review of Employee's job performance.
- (b) Auto Allowance. Employee shall not receive a monthly auto allowance, but shall be entitled to reimbursement for mileage driven when using his personal vehicle beyond the normal commute to and from work during Employer's normal business hours and days. Such reimbursement shall be at the rate established by Employer's Board of Directors, but shall not be greater than the applicable IRS rate.
- (c) Benefits. During the Employment Term, Employee shall not be entitled to receive any health insurance, life insurance, retirement plan, or other employee benefit unless expressly set forth in this Agreement or mandated by Federal or State Law. Nothing stated in this Agreement shall prevent Employer from changing or eliminating any benefit during the Employment Term as Employer, in its sole discretion, may deem necessary or desirable. No statement concerning benefits or compensation to which Employee is entitled shall alter in any way the term of this Agreement, any renewal thereof, or its termination. All compensation and comparable payments to be paid to Employee under this Agreement shall be less withholdings required by law.

- (d) Executive Leave. During the Employment Term, Employee shall be entitled to sixty (60) hours of Executive Leave each year. "Executive Leave" as used herein shall be defined as leave time granted to Employee in lieu of sick, vacation, management, and/or administrative leave, and is in lieu of any rights to compensatory or overtime pay except as otherwise set forth in this Agreement. Executive Leave shall be credited as a lump-sum on the effective date of this Agreement and at the beginning of each anniversary thereof during the Employment Term. Up to sixty (60) hours of unused Executive Leave may be carried over and used in the following year; however, Employee may not accumulate more than 120 hours of unused Executive Leave at any point in time during the Employment Term. Employee shall give Employer's Board of Directors notice in writing of his use of any Executive Leave lasting five (5) or more business days in duration, which notice shall include the reasons, anticipated dates, and duration of any such absence. Unused Executive Leave balances will be cashed out on July 31 of each year during the Employment Term and upon termination of employment, unless otherwise provided herein or by applicable law.
- (e) Professional Dues and Conferences. Employer shall pay all reasonable travel, lodging, and entrance fees and costs associated with Employee's attendance at conferences and seminars, as well as payment of annual dues levied by professional organizations and community affiliation costs that receive prior approval by Employer's Board of Directors. Each year during the Employment Term, Employee shall provide Employer's Board of Directors with a list of the conferences, seminars, professional organizations, and community affiliations he wishes to attend and/or join.

4. Termination of Employment.

- (a) By Death. The Employment Term shall terminate automatically upon the death of Employee. Employer shall pay to Employee's beneficiaries or estate as appropriate any compensation then due and owing, including payment for accrued, unused paid time off, if any. Thereafter, all obligations of Employer under this Agreement shall cease.
- (b) By Disability. If because of any physical or mental incapacity, Employee has been or will be prevented from properly performing his duties under this Agreement for more than twelve (12) weeks in any one (1) year period, then to the extent permitted by law, Employer may terminate the Employment Term, pursuant to Section 4(c), below, upon two (2) weeks advance written notice. Employer shall pay Employee all compensation to which he is entitled up through the last business day of the notice period; thereafter, all obligations of Employer under this Agreement shall cease. Nothing in this Section shall affect Employee's rights under any applicable Employer disability plan.
- (c) By Employer for Cause. At any time, and without prior notice, Employer may terminate Employee for cause (as defined below). Employer shall pay Employee all compensation then due and owing for the period prior to termination, thereafter all of Employer's obligations under this Agreement shall cease. "Cause" shall include, but not be limited to, unsatisfactory performance, misconduct, moral turpitude, failure to follow policies or procedures, material breach of this Agreement, excessive absenteeism, unlawful conduct off the Employer's premises or during nonworking time (which may affect the Employee's relationship to his job and/or the Employer's reputation or good will in the community), layoff pursuant to a bona fide reduction in force, and to the extent permitted by law, unavailability for work due to disability for more than twelve (12) weeks in any one (1) year period (subject to the Employer's rights to deny reinstatement to Employee who shall

qualify as a "key employee" to prevent substantial and grievous economic injury to its operations).

- (d) By Employer Not for Cause. Employer may dismiss Employee without cause notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Employer relating to the employment, discipline, or termination of its employees. Employer shall pay Employee all compensation then due and owing for the period prior to termination, plus a lump sum cash payment equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of six (6) months, whichever is less, and thereafter all of Employer's obligations under this Agreement shall cease.
 - (e) By Employee Not for Cause. At any time, Employee may terminate his employment for any reason, with or without cause, by providing Employer thirty (30) days advance written notice. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of such notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Employee would have earned through the balance of the notice period, not to exceed thirty (30) days; thereafter, all of Employer's obligations under this Agreement shall cease.
 - (f) By Employee for Good Reason. At any time, Employee may terminate his employment for good reason (as defined below) by giving (30) days advance written notice to Employer. "Good Reason" shall be any material breach of this Agreement by Employer that remains uncured at the end of the above notice period. Employer shall have the option in its complete discretion to make Employee's termination effective at any time prior to the end of the above notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked and through the balance of the notice period (not to exceed thirty (30) days). In the event that good reason is found to exist pursuant to Section 6 of this Agreement, the maximum amount that Employer shall be liable to Employee therefor shall be a monetary sum equal to Employee's base salary prorated over the remaining balance of the unexpired Employment Term, or over a period of six (6) months, whichever is less, which shall be in lieu of any damages under this Agreement for any alleged breach. Thereafter, all of Employer's obligations under this Agreement shall cease.
 - (g) Termination Obligations. Employee agrees that all property, including without limitation all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.
5. Proprietary Information. "Proprietary Information" is all information and any idea pertaining in any manner to the business of Employer, its employees, agents, contractors, or consultants, which was produced by any employee of Employer in the course of his or her employment or otherwise produced or acquired by or on behalf of Employer. Proprietary Information shall include without limitation, trade secrets, protocol ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, plans, strategies, customer lists and

information, financial reports, and the contents of documents protected from disclosure under the California Public Records Act, Government Code Section 6250 et seq., or other provisions of applicable law. All Proprietary Information not generally known outside of Employer's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by Employer, Employee shall use Proprietary Information and shall disclose Confidential Information only for the benefit of Employer and as is necessary to perform his job responsibilities under this Agreement. Following any termination of employment, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information except with the express written consent of Employer. By way of illustration and not in limitation of the forgoing, following termination, Employee shall not use any Confidential Information to solicit Employer's customers or to compete against Employer. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Arbitration.

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

- (d) Continuing Obligations. The rights and obligations of Employee and Employer set forth in Section 6 of this Agreement shall survive the termination of Employee's employment and the expiration of the Employment Term.
7. Notices. Any notice under this Agreement must be in writing and shall be effective upon delivery by hand, upon facsimile transmission to the number provided below (if one is provided), or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered and addressed to Employer at the address below or to Employee at the last known address maintained in Employee's personnel file. Employee shall be obligated to notify Employer in writing of any change in his address.
Notice of change of address shall be effective only when done in accordance with this Section.
- Employer's Notice Address:
Board of Directors
Wrightwood Community Services District
Post Office Box 218
1275 Hwy 2
Wrightwood, CA 92397
8. Action by Employer. All actions required or permitted to be taken under this Agreement by Employer, including without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by Employer's Board of Directors. The failure of Employer to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by Employee shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
9. Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Employer. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee by Employer, and it may not be contradicted by evidence of any prior or contemporaneous statement or agreements. To the extent that the practices, policies, or procedures of Employer now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.
10. Amendments. This Agreement may not be modified or amended except by a writing signed by each of the parties hereto. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
11. Assignment. Employee shall not assign any rights or obligations under this Agreement.
12. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
13. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.

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

[Signatures on following page]

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

EMPLOYER

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

ATTEST:

By: _____
Secretary
Wrightwood Community Services District

EMPLOYEE

By: _____
Albert Morrissette

ITEM 13

PUBLIC HEARING
PROPOSED 2019/2020
WRIGHTWOOD COMMUNITY
SERVICES DISTRICT
ANNUAL BUDGET



STAFF REPORT

Notice of the Public Hearing for the Wrightwood Community Services District proposed annual budget was published in the Victorville Daily Press Newspaper on April 23 and April 30, 2019

Notice has been on display at the Wrightwood Community Building in the glass case bulletin board for public viewing.

Copies of the Budget have been available in the District Office Monday -Friday 8am-1pm. The District has not received any inquiries through phone, email, in person or by letter

Thank You
Al Morrissette

ITEM 14
2019/2020
WRIGHTWOOD COMMUNITY
SERVICES DISTRICT
PROPOSED
ANNUAL BUDGET
DISCUSSION
AND
POSSIBLE ACTION



WRIGHTWOOD COMMUNITY SERVICES DISTRICT BUDGET 2019/20		
	Developed by GM Monisette 3/2019	PROJECTED
OBJ CODE	REVENUE	
	SOLID WASTE ASSESSMENT & FRANCHISE FEE	
1000	SBC SOLID WASTE ASSESSMENT (WC H-SL00)	\$232,726.23
1010	LAC SOLID WASTE ASSESSMENT (75.33)	\$8,000.00
1020	CR&R SOLID WASTE FRANCHISE FEE (CFA-B)	\$87,000.00
	SUB-TOTAL	\$327,726.23
	PARK & RECREATION	
1030	SB COUNTY PROPERTY TAX (UD41GA00)	\$125,902.97
1040	FACILITY RENTAL (COM BLD/KITCHEN/PARKING LOT/GAZEB O/OFH)	\$20,000.00
1050	PROGRAMS (SPORTS/CRAFT/ETC)	\$11,230.00
	SUB-TOTAL	\$157,132.97
	TOTAL	\$484,859.20
	EXPENSES	
	SALARIES	
2000	GENERAL MANAGER SALARY (inc Executive Leave 60 hours)	\$37,000.00
2010	OFFICE STAFF SALARY	\$19,500.00
2020	PARK STAFF SALARY	\$15,500.00
	SUB-TOTAL	\$72,000.00
	DISTRICT BENEFIT EXPENSE	
2030	SOCIAL SECURITY	\$5,171.00
2040	UNEMPLOYMENT	\$2,835.00
2050	MEDICARE	\$1,178.00
2060	STATE DISABILITY	\$578.00
2070	EDD-PAYROLL	\$2,848.84
2080	IRS-PAYROLL	\$12,276.74
	SUB-TOTAL	\$24,887.58
	SALARIES/BENEFITS TOTAL	\$96,887.58

SERVICES AND SUPPLIES		
GENERAL DISTRICT		
3000	ELECTION (4MORE PAYMENTS)	\$10,583.00
3100	ATTORNEY	\$35,000.00
3110	PARK AND RECREATION EVENT COORDINATOR	\$17,160.00
3120	BOOKKEEPER	\$6,000.00
3130	AUDIT (208/P RATE)	\$10,900.00
3200	WORKERS COMP INSURANCE	\$1,494.49
3250	DISTRICT INSURANCE	\$7,177.12
3300	BANK AND OTHER FEES	\$492.68
	SUB-TOTAL	\$88,807.29
3400	ALARM SYSTEM	\$527.00
3500	DUES AND SUBSCRIPTIONS (WW CHAMBER)	\$120.00
3550	MEMBERSHIPS (CSDA)	\$1,651.00
3600	LAFCO APPORTIONMENT	\$382.15
	SUB-TOTAL	\$2,680.15
	DISTRICT TOTAL	\$91,487.44
OFFICE SUPPLIES		
4200	GENERAL OFFICE SUPPLIES	\$400.00
4210	PRINTER PAPER	\$960.00
4220	PRINTER CARTRIDGE	\$1,000.00
4230	STAMPS	\$100.00
4240	MISCELLANIOUS	\$300.00
	SUB-TOTAL	\$2,760.00
EQUIPMENT		
4300	DISTRICT PHONE	\$1,500.00
4310	ELECTRONIC EQUIPMENT	\$0.00
4320	INTERNET	\$0.00
4330	SOFTWARE (QUICKBOOKS/ADOBE/WEB SITE/OTHER)	\$888.00
4340	MISCELLANIOUS	\$500.00
	SUB-TOTAL	\$2,888.00
	OFFICE TOTAL	\$5,648.00
SOLID WASTE PAID-OUT		
4400	SB COUNTY WC14-SL01	\$40,000.00
4410	CR&R DISPOSAL CSF-15	\$80,000.00
4420	GREEN WASTE PROGRAM (FSC PINE NEEDLE-GREEN WASTE)	\$2,740.00
	SUB-TOTAL	\$122,740.00
DUMP CARDS SYSTEM		
4510	RIBBON	\$921.40
4520	CLEANER	\$183.13
4530	ENVELOPES	\$600.00
4540	LETTER	\$350.00
4550	EVOLIS PRINTER	\$1,150.00
4560	POSTAL	\$950.00
4570	MISCELLANIOUS	\$100.00
	SUB-TOTAL	\$4,254.53
	SOLID WASTE TOTAL	\$126,994.53

	STREET LIGHTING	
4600	EDISON-POWER/MAINTENANCE	\$3,800.00
	STREET LIGHT TOTAL	\$3,800.00
	PARKS AND RECREATION	
	JOINT USE COMMUNITY FACILITIES/PARK SUPPLIES/UTILITY	
5010	COMMUNITY BUILDING/PARK WATER	\$1,800.00
5011	COMMUNITY BUILDING/PARK GAS	\$0.00
5012	COMMUNITY BLD./PARK ELECTRICTY	\$4,124.00
5013	CLEANING SUPPLIES	\$1,400.00
5014	TRASH CAN LINERS	\$600.00
5015	TOILET PAPER	\$1,400.00
5016	MISCELLANIOUS	\$300.00
	SUB-TOTAL	\$9,624.00
	JOINT USE FACILITY EQUIPTMENT & SERVICE	
5100	LANDSCAPE/LAWN CARE	\$300.00
5110	SPRINKLER SYSTEM	\$500.00
5120	POWER TOOLS	\$500.00
5130	HAND TOOLS	\$150.00
5140	DISTRICT DUMPSTER (USED BY PARKS/ALL FACILITIES)	\$2,089.44
5150	PARK/COMMUNITY BLD. SEPTIC PUMPING (TWICE A YEAR)	\$1,000.00
5170	PARK /COMMUNITY BLD GENERATOR MAINTENANCE	\$522.68
5180	MISCELLANIOUS	\$300.00
	SUB-TOTAL	\$5,362.12
	OUTSIDE PARK RESTROOM	
5200	FACILITY REPAIR	\$1,000.00
5210	PLUMBING REPAIR	\$750.00
5220	MISCELLANIOUS	\$300.00
	SUB-TOTAL	\$2,050.00
	PARKING LOT	
5300	VARIANCE	\$0.00
5310	PORT-A-POTTIES	\$3,000.00
5320	SNOW REMOVAL	\$2,200.00
5330	REPAIR	\$500.00
5340	MISCELLANIOUS	\$300.00
	SUB-TOTAL	\$6,000.00
	SERVICE SHED	
5400	INTERIOR REPAIRS	\$0.00
5410	EXTERIOR REPAIRS	\$6,800.00
	SUB-TOTAL	\$6,800.00

	VIVIAN NULL PARK	
5500	LANDSCAPE	\$500.00
5510	GAZIBO	\$0.00
5520	MISCELLANIOUS	\$400.00
	SUB-TOTAL	\$900.00
	VETERAN PARK	
5600	LANDSCAPE	\$500.00
5610	MISCELLANIOUS	\$400.00
	SUB-TOTAL	\$900.00
	SKATE PARK	
5700	FACILITY REPAIR	\$200.00
5710	SKATE PARK LOAN (DUE EACH APRIL/FINAL PAYMENT 2020)	27,000.00
5720	MISCELLANIOUS	\$400.00
	SUB-TOTAL	\$27,600.00
	HOLLIS STEWARD PARK	
5810	EQUIPMENT REPAIR	\$1,000.00
5820	WOOD CHIPS	\$800.00
5830	LANDSCAPE	\$0.00
5840	MISCELLANIOUS	\$0.00
	SUB-TOTAL	\$1,800.00
	COMMUNITY BUILDING	
5900	VARIENCE	\$2,966.00
5910	REPAIR	\$700.00
5920	PLUMBING	\$500.00
5930	HVAC	\$700.00
5940	MISCELLANIOUS	\$500.00
	SUB-TOTAL	\$5,366.00
	KITCHEN	
5950	EQUIPMENT	\$0.00
5960	EQUIPMENT REPAIR	\$500.00
5970	SUPPLIES	\$200.00
5980	INSPECTION AND PERMIT	\$619.50
	SUB-TOTAL	\$1,319.50
	COMMUNITY BUILDING TOTAL	\$6,685.50
	OLD FIRE HOUSE/ MUSEUM	
6000	VARIENCE	\$416.00
6010	WATER	\$306.60
6020	ELECTRICITY	\$716.86
6030	GAS	\$458.56
6040	REPAIR	\$0.00
6050	MISCELLANIOUS	\$200.00
	SUB-TOTAL	\$2,098.02
	PARK FACILITY EXPENSE TOTAL	\$75,185.64

	PARK PROGRAM	
	SOFTBALL LEAGUE	
	SUMMER	
6100	UMPIRES	\$1,300.00
6110	EQUIPMENT	\$100.00
6120	INSURANCE	\$47.50
6130	PORT-A-POTTIE	\$227.82
6140	MISCELLANIOUS	\$150.00
	SUB-TOTAL	\$1,825.32
	FALL	
6150	UMPIRES	\$2,000.00
6160	EQUIPMENT	\$300.00
6170	PORT-A-POTTIE	\$227.82
6180	MISCELLANIOUS	\$150.00
	SUB-TOTAL	\$2,677.82
	OTHER PROGRAMS	
6200	ART WALL	\$0.00
	SUB-TOTAL	\$0.00
	PROGRAM TOTAL	\$4,503.14
	TOTAL SERVICES AND SUPPLIES	\$307,618.75
	SALARIES/BENEFITS TOTAL	\$96,887.58
	CONTINGENCY (10% OF TOTAL)	\$41,704.75
	TOTAL EXPENDITURES	\$446,211.08
	TOTAL REVENUE	\$484,859.20
	BEGINNING RESERVE	\$37,953.88
	2019/20 ANNUAL RESERVE	\$38,648.12
	ENDING GENERAL RESERVE	\$76,602.00
NOTE	FACILITY USE SECURITY DEPOSITS	\$2,600.00
	(NOT INCLUDED IN BUDGET)	

ITEM 15
PUBLIC HEARING
WRIGHTWOOD COMMUNITY
SERVICES DISTRICT SOLID
WASTE MANAGEMENT
DISPOSAL FEE



STAFF REPORT

Notice of the Public Hearing for the Wrightwood Community Services District Waste Management Disposal Fee was published in the Victorville Daily Press Newspaper on April 23 and April 30, 2019

Notice has been on display at the Wrightwood Community Building in the glass case bulletin board for public viewing.

Copies of the Budget have been available in the District Office Monday -Friday 8am-1pm.
The District has not received any inquiries through phone, email, in person or by letter

Thank You
Al Morrissette

ITEM 16

WRIGHTWOOD COMMUNITY SERVICES DISTRICT SOLID WASTE MANAGEMENT DISPOSAL FEE

RESOLUTION 2019-04

AND

RESOLUTION 2019-05

DISCUSSION

AND

POSSIBLE ACTION



RESOLUTION NO. 2019-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WRIGHTWOOD COMMUNITY SERVICES DISTRICT
AUTHORIZING THE ESTABLISHMENT AND COLLECTION OF
SOLID WASTE MANAGEMENT DISPOSAL FACILITY FEES
ON CERTAIN REAL PROPERTIES IN SAN BERNARDINO COUNTY
FOR 2019-20**

WHEREAS, the Wrightwood Community Services District (“the District”) is a Community Services District organized and operating pursuant to Government Code 61000 et seq.

WHEREAS, the District was formed by the Local Agency Formation Commission of the County of San Bernardino (“LAFCO”) pursuant to LAFCO Proposal No. 3202, the approval of which includes the adoption of LAFCO Resolution No. 3227 (“Resolution 3227”) following a public hearing held on July 20, 2016, notice of which was published in a newspaper of general circulation and mailed to registered voters within the area of reorganization reflected in the documents attached hereto as Exhibits “A” and “A-1” and incorporated herein by this reference.

WHEREAS, LAFCO completed its approval of LAFCO Proposal No. 3202 pursuant to its adoption of LAFCO Resolution No. 3245 (“Resolution 3245”) on May 25, 2017, following a public protest hearing held on September 22, 2016, and an election held on March 7, 2017, the results of which were certified by the San Bernardino County Registrar of Voters and the Los Angeles County Registrar-Recorder/County Clerk.

WHEREAS, Condition No. 6 of both Resolution 3227 and Resolution 3245 authorizes the District to collect, transfer, and dispose of solid waste and provide solid waste handling service, including, but not limited to, source reduction, recycling, composting activities, pursuant to Division 30 (commencing with Section 40000), and consistent with Section 41821.2 of the Public Resources Code, within the boundaries of the District.

WHEREAS, Resolution 3227 and Resolution 3245 determined that the District is the successor agency to County Service Area 56 (“CSA 56”) effective July 1, 2017, and Condition No. 9 thereof expressly states that “[a]ll previously authorized charges, fees, assessments, and/or taxes of [CSA] 56 in effect upon the effective date of this reorganization shall be continued and assumed by the [District], as the successor agency, in the same manner as provided in the original authorization pursuant to the provisions of Government Code Section 56886(t).”

WHEREAS, Government Code Section 56886(t) provides that Resolution 3227 and Resolution 3245 contain the exclusive terms and conditions for the change of organization from CSA 56 to the District as it relates to the “extension or continuation of any previously authorized charge, fee, assessment, or tax by [the District as the] successor local agency in the affected territory.”

WHEREAS, prior to the adoption of Resolution 3227 and Resolution 3245, the territory within CSA 56 was subject to a Refuse Disposal Land Use Fee that had been fixed, levied, and imposed upon such lands by the County of San Bernardino (“the County”) pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (“the Act”) in order to

discourage illegal dumping and to offset the cost of disposal of waste from the Wrightwood community.

WHEREAS, the approval of LAFCO Proposal No. 3202 included authorizing the District to impose the Refuse Disposal Land Use Fee on parcels of land within the District's boundaries to fund the "dump card" for use at the County of San Bernardino transfer station or landfill.

WHEREAS, on or about September 12, 2017, the District and the County entered into a Solid Waste Fee Transfer Agreement ("Fee Transfer Agreement") to provide the terms and conditions under which the District will continue and assume the Refuse Disposal Land Use Fee, which has been renamed the "Solid Waste Management Disposal Facility Fee" ("the Fee").

WHEREAS, pursuant to the legal authority set forth above, the District is authorized to fix before August 10 of any given year the Fee on residential parcels within its jurisdiction entitling the owners of such parcels to utilize refuse disposal sites without the payment of any pay-at-the gate fee for ordinary refuse generated on such residential property.

WHEREAS, the Board wishes to continue to levy the Fee upon all lands within the jurisdictional boundaries of the District.

WHEREAS, no change in the amount of the Fee, or the methodology used to calculate the Fee, already being levied by the District for 2018-2019 will be assessed in 2019-2020 pursuant to this Resolution.

WHEREAS, beginning on or about April 23, 2019, the District published a Notice of Public Hearing concerning the Board's intent to adopt the Fee for 2019-2020 in a newspaper of general circulation within the District once a week for two successive weeks pursuant to the Act and Government Code Section 6066.

WHEREAS, on May 7, 2019, at 6:30 p.m., at the Wrightwood Community Building located at 1275 State Highway 2, Wrightwood, California, the Board held a public hearing to hear and consider any and all objections regarding the imposition of the Fee, which hearing was duly conducted in the manner set forth in the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Wrightwood Community Services District as follows:

1. The public interest and necessity requires the Board to adopt this Resolution hereby fixing, levying, imposing, and collecting a Solid Waste Management Disposal Facility Fee on properties located in the County of San Bernardino within the District's jurisdictional boundaries in accordance with, and in the amounts set forth in, Exhibit "B" attached hereto and incorporated herein by this reference, pursuant to applicable law, including but not limited to the pertinent provisions of the Act, Government Code Section 56886(t), Resolution 3227, and Resolution 3245.

2. The Solid Waste Management Disposal Facility Fees hereby levied by the Board are in the same amount, and are based upon the same methodology, used by the District for 2018-2019 and previously by the County on properties located in the County of San Bernardino within the District's jurisdictional boundaries, the rights to which have been transferred to the District in accordance with

Resolution 3227 and Resolution 3245 granting the District the active power and authority for refuse collection as the successor agency to CSA 56.

3. The Solid Waste Management Disposal Facility Fees hereby levied meet the definition of the exception of a tax as defined in Proposition 26 passed November 3, 2010, and amending Article XIII C of the California Constitution. The exceptions met by this fee are: (a) a charge imposed for the specific benefit conferred or privilege granted directly to the payer that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (b) a charge imposed for a specific government service or product provided directly to the payer that is not provided to those not charged and which does not exceed the reasonable costs to the local government of providing the service or product; and/or (c) a charge imposed for the entrance to our use of local government property, or the purchase, rental, or lease of local government property. The District has examined the impact of Proposition 26 on fees for solid waste disposal services and has concluded the three exceptions discussed above are applicable and do not violate Proposition 26.

4. The Board hereby authorizes the District's General Manager to take any and all actions necessary to carry out the intent of the Board as set forth herein, and to cause the Solid Waste Management Disposal Facility Fees levied herein to be collected at the same time, and in the same manner, as the levying of special assessments on the 2019-2020 San Bernardino County Tax Roll, and/or to be otherwise collected in accordance with all legally-permissible methods available under applicable law.

5. If any Solid Waste Management Disposal Facility Fee hereby levied becomes delinquent, the amount of the delinquency, together with any interest and penalties thereon, shall constitute a lien on the affected property to the fullest extent legally allowable under applicable law.

ADOPTED AND APPROVED this 7th day of May, 2019, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

LAFCO 3202
Reorganization to Include Formation of the Wrightwood Community Service
District and Dissolution of County Service Area 56

Those portions of the County of San Bernardino and the County of Los Angeles, State of California, lying within Sections 3,4, 6 through 10, 15 through 23, Township 3 North, Range 7 West, San Bernardino Meridian, and Sections 1, 12, 13, Township 3 North, Range 8 West, San Bernardino Meridian, described as follows:

Beginning at the northwest corner of Section 8, Township 3 North, Range 7 West, San Bernardino Meridian (S.B.M.), being in the unincorporated territory of the County of San Bernardino;

1. Thence easterly along the north line of said Section 8 a distance of 5376.32 feet, more or less, to the Southwest corner of Section 4, Township 3 North, Range 7 West, S.B.M.;
2. Thence northerly along the west line of said Section 4 a distance of 5309.49 feet, more or less, to the northwest corner of said Section 4;
3. Thence easterly along the north line of said Section 4 a distance of 5490.29 feet, more or less, to the northwest corner of Section 3, Township 3 North, Range 7 West, S.B.M.;
4. Thence easterly along the north line of said Section 3 a distance of 5627.22 feet, more or less, to the northeast corner of said Section 3;
5. Thence southerly along the east line of said Section 3 a distance of 5187.13 feet, more or less, to the northeast corner of Section 10, Township 3 North, Range 7 West, S.B.M.;
6. Thence southerly along the east line of said Section 10 a distance of 5382.89 feet, more or less, to the northeast corner of Section 15, Township 3 North, Range 7 West, S.B.M.;
7. Thence southerly along the east line of said Section 15 a distance of 5252.71 feet, more or less, to the northwest corner of Section 23, Township 3 North, Range 7 West, S.B.M.;
8. Thence easterly along the north line of said Section 23 a distance of 5170.98 feet, more or less, to the northeast corner of said Section 23;
9. Thence southerly along the east line of said Section 23 a distance of 5126.58 feet, more or less, to the southeast corner of said Section 23;
10. Thence westerly along the south line of said Section 23 a distance of 5238.91 feet, more or less, to the southeast corner of Section 22, Township 3 North, Range 7 West, S.B.M.;
11. Thence westerly along the south line of said Section 22 a distance of 2476.82 feet, more or less, to the south quarter corner of said Section 22;

12. Thence continuing westerly along the south line of said Section 22 a distance of 2778.79 feet, more or less, to the southeast corner of Section 21, Township 3 North, Range 7 West, S.B.M.;
13. Thence westerly along the south line of said Section 21 a distance of 5374.58 feet, more or less, to the southeast corner of Section 20, Township 3 North, Range 7 West, S.B.M.;
14. Thence westerly along the south line of said Section 20 a distance of 5276.70 feet, more or less, to the southeast corner of section 19, Township 3 North, Range 7 West, S.B.M.;
15. Thence westerly along the south line of said Section 19 a distance of 2153.78 feet, more or less, to the San Bernardino County/Los Angeles County boundary line;
16. Thence North $04^{\circ}05'35''$ West along said boundary line a distance of 4952.51 feet, more or less, to the north line of said Section 19;
17. Thence, leaving said boundary line, North $79^{\circ}29'00''$ West along the north line of said Section 19 a distance 2973.21 feet, more or less to the northwest corner of said Section 19;
18. Thence southerly along the west line of said Section 19 a distance of 584.68 feet, more or less, to the southeast corner of Section 13, Township 3 North, Range 8 West, S.B.M.;
19. Thence westerly along the south line of said Section 13 a distance of 4752.09 feet, more or less, to the southwest corner of said Section 13;
20. Thence northerly along the west line of said Section 13 a distance of 2574.20 feet, more or less, to the west quarter corner of said Section 13;
21. Thence continuing northerly along the west line of said Section 13 a distance of 2701.34 feet, more or less, to the southwest corner of Section 12, Township 3 North, Range 8 West, S.B.M.;
22. Thence northerly along the west line of said Section 12 a distance of 2807.83 feet, more or less, to the west quarter corner of said Section 12;
23. Thence easterly along the north line of the south half of said Section 12 a distance of 1296.24 feet, more or less, to the west line of the east half of the northwest quarter of said Section 12;
24. Thence northerly along said west line a distance of 2788.12 feet, more or less, to the south line of Section 1, Township 3 North, Range 8 West, S.B.M.;
25. Thence northerly along the west line of the east half of the southwest quarter of said Section 1 a distance of 1309.62 feet, more or less, to the south line of the north half of the south half of said Section 1;
26. Thence easterly along said south line a distance of 1929.94 feet, more or less, to the east line of the west half of the northwest quarter of the southeast quarter of said Section 1;

- 27. Thence northerly along said east line a distance of 1317.91 feet, more or less, to the north line of the south half of said Section 1;
- 28. Thence easterly along said north line a distance of 1935.44 feet, more or less, to the west line of Section 6, Township 3 North, Range 7 West, S.B.M.;
- 29. Thence northerly along the west line of said Section 6 a distance of 532.99 feet;
- 30. Thence South 85°16'11" East a distance of 1485.47 feet;
- 31. Thence South 02°29'05" West a distance of 1477.89 feet;
- 32. Thence South 78°56'40" East a distance of 456.19 feet, more or less, to the San Bernardino County/Los Angeles County boundary line;
- 33. Thence North 03°21'01" West along said boundary line a distance of 62.61 feet, more or less, to the south line of the north half of the south half of said Section 6;
- 34. Thence leaving said boundary line, South 80°14'54" East along said south line a distance of 806.72 feet, more or less, to the east line of the west half of said Section 6;
- 35. Thence South 88°09'41" East along said south line a distance of 1324.68 feet, more or less, to the west line of the east half of the east half of said Section 6;
- 36. Thence South 03°12'03" West along said west line a distance of 1548.64 feet, more or less, to the south line of said Section 6;
- 37. Thence easterly along the south line of said Section 6 a distance of 1311.40 feet, more or less, to the **Point of Beginning**.

Containing 10,738.51 acres, more or less.

This legal description was prepared by me or under my direction.



06/24/2016

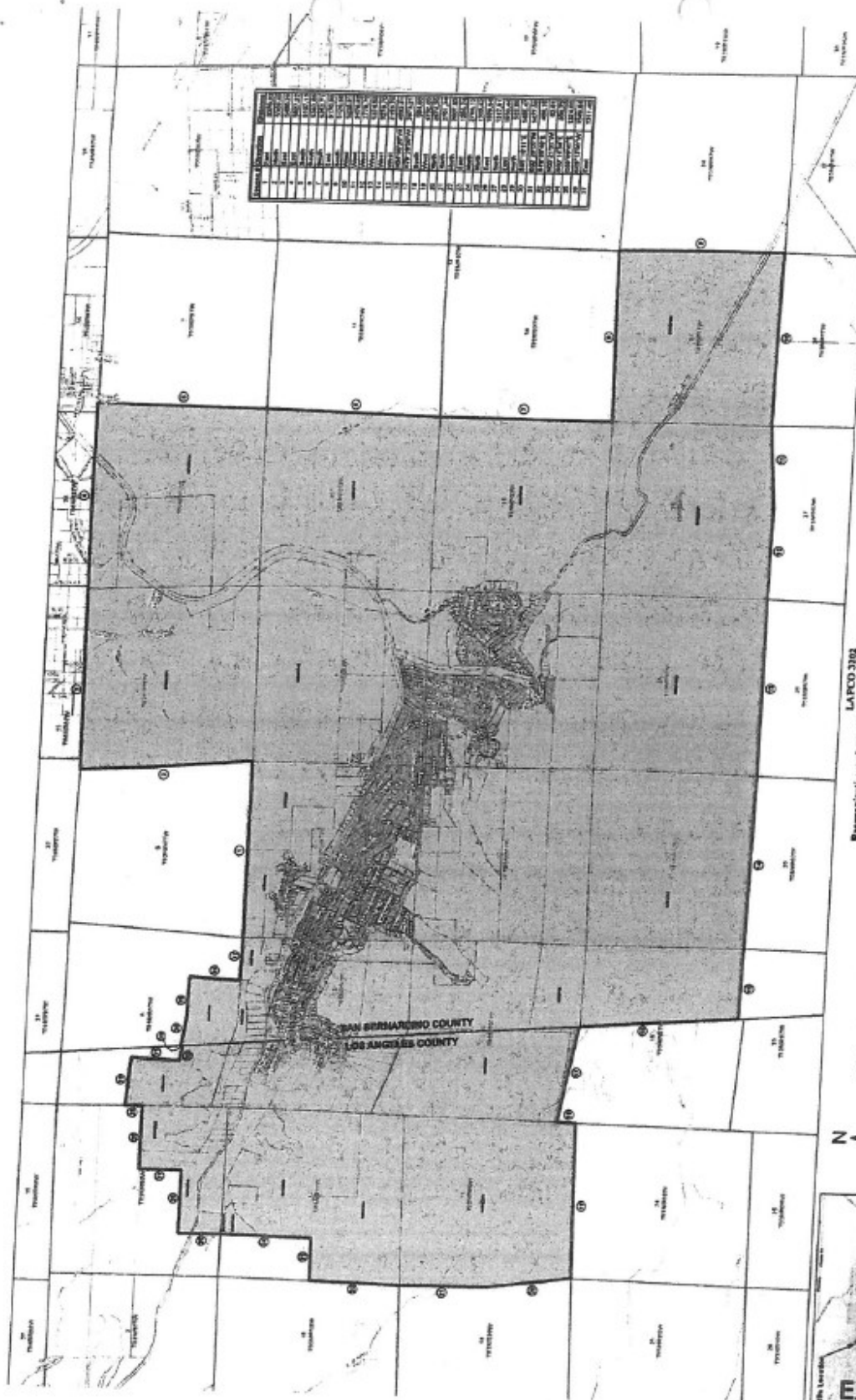
James I. Stone

Date

Deputy County Surveyor

PLS 9075, Expiration: March 31, 2018





Section	Area (Acres)	Population	Water Service	Sanitation Service	Fire Service	Police Service	Public Works Service	Library Service	Other Services
1	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
2	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
3	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
4	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
5	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
6	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
7	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
8	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
9	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
10	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
11	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
12	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
13	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
14	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
15	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
16	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
17	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
18	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
19	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
20	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
21	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
22	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
23	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
24	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
25	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
26	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
27	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
28	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
29	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
30	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
31	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
32	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
33	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
34	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
35	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
36	1,200	1,200	Y	Y	Y	Y	Y	Y	Y
37	1,200	1,200	Y	Y	Y	Y	Y	Y	Y

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION

LAFCO 3102
 Reorganization to Include Portions of the Wrightwood Community
 Service District and District of County Service Area 26
 Incorporated Areas Only, Under Existing LAFCO Jurisdiction, as of 1/1/2000

1 inch = 1,200 feet

0 1,200 2,400 4,800 7,200 9,600 Feet



Surveyor
 License No. 12345
 State of California
 Date: 10/24/2016

FOR QUESTIONS REGARDING THIS MAP OR TO OBTAIN A COPY OF THIS MAP IN ELECTRONIC FORM, PLEASE CONTACT LAFCO FOR SAN BERNARDINO COUNTY

EXHIBIT A-1

Exhibit B

<u>USE CODE</u>	<u>DESCRIPTION</u>	<u>FEES</u>
0510	Single Family Residence (suitable for permanent use)	\$ 85.14
0511	Recreation Cabin (unsuitable for permanent use)	\$ 42.57
0520	Mobile home on fee land, not in a subdivision	\$ 85.14
0525	Mobile home on fee land, in a subdivision	\$ 85.14
0526	Mobile home on a permanent foundation	\$ 85.14
0533	Time share	\$ 85.14
0534	Attached single-family residence (common wall)	\$ 85.14
0535	Zero lot line single-family residence	\$ 85.14
0599	Miscellaneous residential structure	\$ 85.14
0600	Two single-family residences	\$ 170.28
0601	Three single-family residences	\$ 255.42
0602	Four single-family residences	\$ 340.56
0603	Duplex	\$ 170.28
0604	Triplex	\$ 255.42
0605	Quad	\$ 340.56
0610	Multi single-family residence (5 to 14 units)	\$ 425.70
9999	No services provided	\$ 0.00

RESOLUTION NO. 2019-05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WRIGHTWOOD COMMUNITY SERVICES DISTRICT
AUTHORIZING THE ESTABLISHMENT AND COLLECTION OF
SOLID WASTE MANAGEMENT DISPOSAL FACILITY FEES
ON CERTAIN REAL PROPERTIES IN LOS ANGELES COUNTY
FOR 2019-20**

WHEREAS, the Wrightwood Community Services District ("the District") is a Community Services District organized and operating pursuant to Government Code 61000 et seq.

WHEREAS, the District was formed by the Local Agency Formation Commission of the County of San Bernardino ("LAFCO") pursuant to LAFCO Proposal No. 3202, the approval of which includes the adoption of LAFCO Resolution No. 3227 ("Resolution 3227") following a public hearing held on July 20, 2016, notice of which was published in a newspaper of general circulation and mailed to registered voters within the area of reorganization reflected in the documents attached hereto as Exhibits "A" and "A-1" and incorporated herein by this reference.

WHEREAS, on or about September 1, 2016, LAFCO issued a further notice to all property owners within the boundaries of the District that a public protest hearing on the proposed reorganization would be conducted by LAFCO on September 22, 2016. Said notice expressly stated that "[t]he reorganization proposal includes the assignment of the existing Solid Waste Land Use Services special tax to all parcels within the boundaries of the District for funding the 'dump card' for use at the County of San Bernardino transfer station or landfill. This special tax is currently assessed at \$85.14 without allowance for an annual increase."

WHEREAS, on or about September 22, 2016, LAFCO conducted a duly-noticed public protest hearing on LAFCO Proposal No. 3202 and determined in Section 1 of LAFCO Resolution No. 3235 ("Resolution 3235") adopted on September 22, 2016, that "the value of written protest filed and not withdrawn by registered voters at the conclusion of the protest hearing represents 1.74% of the registered voters as verified against the record of voter registrations on file totaling 2,535, below the threshold to require termination of the proposal. The value of written protest filed and not withdrawn by landowners at the conclusion of the protest hearing represents 0.94% of the landowners, representing 1.22% of land value (\$159,878,327), as verified against the current assessment roll."

WHEREAS, pursuant to Resolution 3235, an election was held within the District boundaries on March 7, 2017, to determine whether Resolution 3227 "ordering the reorganization to include formation of the ... District and Dissolution of [CSA] 56, known as LAFCO [Proposal No.] 3202, [should] be approved subject to the terms and conditions as more particularly described in the order?"

WHEREAS, following an election held on March 7, 2017, which reflected voter approval of the formation of the District, the results of which were certified by the San Bernardino County Registrar of Voters and the Los Angeles County Registrar-Recorder/County Clerk, LAFCO completed its approval of LAFCO Proposal No. 3202 pursuant to its adoption of LAFCO Resolution No. 3245 ("Resolution 3245") on May 25, 2017.

WHEREAS, Condition No. 6 of Resolution 3227, Resolution 3235, and Resolution 3245 authorizes the District to collect, transfer, and dispose of solid waste and provide solid waste handling service, including, but not limited to, source reduction, recycling, composting activities, pursuant to Division 30 (commencing with Section 40000), and consistent with Section 41821.2 of the Public Resources Code, within the boundaries of the District.

WHEREAS, Resolution 3227, Resolution 3235, and Resolution 3245 determined that the District is the successor agency to County Service Area 56 ("CSA 56") effective July 1, 2017, and Condition No. 9 thereof expressly states that "[a]ll previously authorized charges, fees, assessments, and/or taxes of [CSA] 56 in effect upon the effective date of this reorganization shall be continued and assumed by the [District], as the successor agency, in the same manner as provided in the original authorization pursuant to the provisions of Government Code Section 56886(t)."

WHEREAS, Government Code Section 56886(t) provides that Resolution 3227, Resolution 3235, and Resolution 3245 contain the exclusive terms and conditions for the change of organization from CSA 56 to the District as it relates to the "extension or continuation of any previously authorized charge, fee, assessment, or tax by [the District as the] successor local agency in the affected territory."

WHEREAS, prior to the adoption of Resolution 3227, Resolution 3235, and Resolution 3245, the territory within CSA 56 was subject to a Refuse Disposal Land Use Fee that had been fixed, levied, and imposed upon such lands by the County of San Bernardino pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) ("the Act") in order to discourage illegal dumping and to offset the cost of disposal of waste from the Wrightwood community.

WHEREAS, the approval of LAFCO Proposal No. 3202 included authorizing the District to impose a Solid Waste Management Disposal Facility Fee ("the Fee") on parcels of land within the District's boundaries to fund the "dump card" for use at the County of San Bernardino transfer station or landfill.

WHEREAS, pursuant to the legal authority set forth above, the District is authorized to fix before August 10 of any given year the Fee on residential parcels within its jurisdiction entitling the owners of such parcels to utilize refuse disposal sites without the payment of any pay-at-the gate fee for ordinary refuse generated on such residential property.

WHEREAS, pursuant to the legal authority set forth above, the District's Board of Directors ("the Board") adopted Resolution No. 2017-2 on or about August 7, 2017, establishing the Fee for 2017-2108 on properties located in the County of Los Angeles within the District's jurisdictional boundaries in the same amount that had been collected by the County of San Bernardino from properties previously located within CSA 56.

WHEREAS, the Board readopted the Fee for 2018-2019 and wishes to continue to levy the Fee for 2019-2020 upon all lands within the jurisdictional boundaries of the District.

WHEREAS, no change to the amount of the Fee, or the methodology used to calculate the Fee, levied by the District since 2017-2018 will be assessed in 2019-2020 pursuant to this Resolution.

WHEREAS, beginning on or about April 23, 2019, the District published a Notice of Public Hearing concerning the Board's intent to adopt the Fee for 2019-2020 in a newspaper of general circulation within the District once a week for two successive weeks pursuant to the Act and Government Code Section 6066.

WHEREAS, on May 7, 2019, at 6:30 p.m., at the Wrightwood Community Building located at 1275 State Highway 2, Wrightwood, California, the Board held a public hearing to hear and consider any and all objections regarding the imposition of the Fee, which hearing was duly conducted in the manner set forth in the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Wrightwood Community Services District as follows:

1. The public interest and necessity requires the Board to adopt this Resolution hereby fixing, levying, imposing, and collecting a Solid Waste Management Disposal Facility Fee on properties located in the County of Los Angeles within the District's jurisdictional boundaries in accordance with, and in the amounts set forth in, Exhibit "B" attached hereto and incorporated herein by this reference (subject to the appropriate Land Use Codes of the Los Angeles County Assessor), pursuant to applicable law, including but not limited to the pertinent provisions of the Act, Government Code Section 56886(t), Resolution 3227, Resolution 3235, and Resolution 3245.

2. The Solid Waste Management Disposal Facility Fees hereby levied by the Board are in the same amount, and are based upon the same methodology, used by the District since 2017-2018 and previously by the County of San Bernardino on properties located in the County of San Bernardino within the District's jurisdictional boundaries, the rights to which have been transferred to the District in accordance with Resolution 3227, Resolution 3235, and Resolution 3245 granting the District the active power and authority for refuse collection as the successor agency to CSA 56.

3. The Solid Waste Management Disposal Facility Fees hereby levied meet the definition of the exception of a tax as defined in Proposition 26 passed November 3, 2010, and amending Article XIIC of the California Constitution. The exceptions met by this fee are: (a) a charge imposed for the specific benefit conferred or privilege granted directly to the payer that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (b) a charge imposed for a specific government service or product provided directly to the payer that is not provided to those not charged and which does not exceed the reasonable costs to the local government of providing the service or product; and/or (c) a charge imposed for the entrance to our use of local government property, or the purchase, rental, or lease of local government property. The District has examined the impact of Proposition 26 on fees for solid waste disposal services and has concluded the three exceptions discussed above are applicable and do not violate Proposition 26.

4. The Board hereby authorizes the District's General Manager to take any and all actions necessary to carry out the intent of the Board as set forth herein, and to cause the Solid Waste Management Disposal Facility Fees levied herein to be collected at the same time, and in the same manner, as the levying of special assessments on the 2019-2020 Los Angeles County Tax Roll, and/or to be otherwise collected in accordance with all legally-permissible methods available under applicable law.

5. If any Solid Waste Management Disposal Facility Fee hereby levied becomes delinquent, the amount of the delinquency, together with any interest and penalties thereon, shall constitute a lien on the affected property to the fullest extent legally allowable under applicable law.

ADOPTED AND APPROVED this 7th day of May, 2019, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

LAFCO 3202
Reorganization to Include Formation of the Wrightwood Community Service
District and Dissolution of County Service Area 56

Those portions of the County of San Bernardino and the County of Los Angeles, State of California, lying within Sections 3,4, 6 through 10, 15 through 23, Township 3 North, Range 7 West, San Bernardino Meridian, and Sections 1, 12, 13, Township 3 North, Range 8 West, San Bernardino Meridian, described as follows:

Beginning at the northwest corner of Section 8, Township 3 North, Range 7 West, San Bernardino Meridian (S.B.M.), being in the unincorporated territory of the County of San Bernardino;

1. Thence easterly along the north line of said Section 8 a distance of 5376.32 feet, more or less, to the Southwest corner of Section 4, Township 3 North, Range 7 West, S.B.M.;
2. Thence northerly along the west line of said Section 4 a distance of 5309.49 feet, more or less, to the northwest corner of said Section 4;
3. Thence easterly along the north line of said Section 4 a distance of 5490.29 feet, more or less, to the northwest corner of Section 3, Township 3 North, Range 7 West, S.B.M.;
4. Thence easterly along the north line of said Section 3 a distance of 5627.22 feet, more or less, to the northeast corner of said Section 3;
5. Thence southerly along the east line of said Section 3 a distance of 5187.13 feet, more or less, to the northeast corner of Section 10, Township 3 North, Range 7 West, S.B.M.;
6. Thence southerly along the east line of said Section 10 a distance of 5382.89 feet, more or less, to the northeast corner of Section 15, Township 3 North, Range 7 West, S.B.M.;
7. Thence southerly along the east line of said Section 15 a distance of 5252.71 feet, more or less, to the northwest corner of Section 23, Township 3 North, Range 7 West, S.B.M.;
8. Thence easterly along the north line of said Section 23 a distance of 5170.98 feet, more or less, to the northeast corner of said Section 23;
9. Thence southerly along the east line of said Section 23 a distance of 5126.58 feet, more or less, to the southeast corner of said Section 23;
10. Thence westerly along the south line of said Section 23 a distance of 5238.91 feet, more or less, to the southeast corner of Section 22, Township 3 North, Range 7 West, S.B.M.;
11. Thence westerly along the south line of said Section 22 a distance of 2476.82 feet, more or less, to the south quarter corner of said Section 22;

12. Thence continuing westerly along the south line of said Section 22 a distance of 2778.79 feet, more or less, to the southeast corner of Section 21, Township 3 North, Range 7 West, S.B.M.;
13. Thence westerly along the south line of said Section 21 a distance of 5374.58 feet, more or less, to the southeast corner of Section 20, Township 3 North, Range 7 West, S.B.M.;
14. Thence westerly along the south line of said Section 20 a distance of 5276.70 feet, more or less, to the southeast corner of section 19, Township 3 North, Range 7 West, S.B.M.;
15. Thence westerly along the south line of said Section 19 a distance of 2153.78 feet, more or less, to the San Bernardino County/Los Angeles County boundary line;
16. Thence North $04^{\circ}05'35''$ West along said boundary line a distance of 4952.51 feet, more or less, to the north line of said Section 19;
17. Thence, leaving said boundary line, North $79^{\circ}29'00''$ West along the north line of said Section 19 a distance 2973.21 feet, more or less to the northwest corner of said Section 19;
18. Thence southerly along the west line of said Section 19 a distance of 584.68 feet, more or less, to the southeast corner of Section 13, Township 3 North, Range 8 West, S.B.M.;
19. Thence westerly along the south line of said Section 13 a distance of 4752.09 feet, more or less, to the southwest corner of said Section 13;
20. Thence northerly along the west line of said Section 13 a distance of 2574.20 feet, more or less, to the west quarter corner of said Section 13;
21. Thence continuing northerly along the west line of said Section 13 a distance of 2701.34 feet, more or less, to the southwest corner of Section 12, Township 3 North, Range 8 West, S.B.M.;
22. Thence northerly along the west line of said Section 12 a distance of 2807.83 feet, more or less, to the west quarter corner of said Section 12;
23. Thence easterly along the north line of the south half of said Section 12 a distance of 1296.24 feet, more or less, to the west line of the east half of the northwest quarter of said Section 12;
24. Thence northerly along said west line a distance of 2788.12 feet, more or less, to the south line of Section 1, Township 3 North, Range 8 West, S.B.M.;
25. Thence northerly along the west line of the east half of the southwest quarter of said Section 1 a distance of 1309.62 feet, more or less, to the south line of the north half of the south half of said Section 1;
26. Thence easterly along said south line a distance of 1929.94 feet, more or less, to the east line of the west half of the northwest quarter of the southeast quarter of said Section 1;



Section No.	Area (Acres)	Notes
1	100	
2	100	
3	100	
4	100	
5	100	
6	100	
7	100	
8	100	
9	100	
10	100	
11	100	
12	100	
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100	100	

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION

Map
 [Signature]
 Deputy County Surveyor
 P.O. BOX 210
 SAN BERNARDINO COUNTY, CALIFORNIA

EXHIBIT A-I

NO. 242816
 Date: _____
 Map No. 242816
 Date: _____
 San Bernardino County Surveyor
 P.O. BOX 210
 SAN BERNARDINO COUNTY, CALIFORNIA

LAPCO 2802
 Reorganization to Include Formation of the Workshoed Community Service District and Dissolution of County Section Area 16



- Elementary Schools
- District Boundaries
- County Boundary
- Section Lines
- Waterways
- Roads
- Airports
- Power Lines
- Railroads
- Marshes
- Unimproved Land
- Cultivated Land
- Forest Land
- Pasture Land
- Other Land

FOR QUESTIONS REGARDING THIS MAP OR TO OBTAIN A COPY OF THIS MAP IN ELECTRONIC FORM, PLEASE CONTACT LAPCO FOR SAN BERNARDINO COUNTY

EXHIBIT A-I

Exhibit B

<u>USE CODE</u>	<u>DESCRIPTION</u>	<u>FEES</u>
0510	Single Family Residence (suitable for permanent use)	\$ 85.14
0511	Recreation Cabin (unsuitable for permanent use)	\$ 42.57
0520	Mobile home on fee land, not in a subdivision	\$ 85.14
0525	Mobile home on fee land, in a subdivision	\$ 85.14
0526	Mobile home on a permanent foundation	\$ 85.14
0533	Time share	\$ 85.14
0534	Attached single-family residence (common wall)	\$ 85.14
0535	Zero lot line single-family residence	\$ 85.14
0599	Miscellaneous residential structure	\$ 85.14
0600	Two single-family residences	\$ 170.28
0601	Three single-family residences	\$ 255.42
0602	Four single-family residences	\$ 340.56
0603	Duplex	\$ 170.28
0604	Triplex	\$ 255.42
0605	Quad	\$ 340.56
0610	Multi single-family residence (5 to 14 units)	\$ 425.70
9999	No services provided	\$ 0.00

ITEM 17

ORDINANCE 2019-01

THE WRIGHTWOOD COMMUNITY SERVICES
DISTRICT
ESTABLISHING MANDATORY COMMERCIAL
SOLID WASTE SERVICE
AND PROVIDING RULES AND REGULATIONS
GOVERNING THE
COLLECTION, HANDLING AND DISPOSAL OF
COMMERCIAL SOLID WASTE

DISCUSSION
AND
POSSIBLE ACTION

Public Notice was published in the Victorville Daily Press Newspaper on April 23 and April 30, 2019

Notice has been on display at the Wrightwood Community Building in the glass case bulletin board for public viewing.

Copies of Ordinance 2019-01 have been available in the District Office Monday -Friday 8am-1pm.
The District has not received any inquiries through phone, email, in person or by letter

Thank You
Al Morrissette

ORDINANCE NO. 2019-01

AN ORDINANCE OF THE WRIGHTWOOD COMMUNITY SERVICES DISTRICT
ESTABLISHING MANDATORY COMMERCIAL SOLID WASTE SERVICE
AND PROVIDING RULES AND REGULATIONS GOVERNING THE
COLLECTION, HANDLING AND DISPOSAL OF COMMERCIAL SOLID WASTE

WHEREAS, the Board of Directors of the Wrightwood Community Services District (“District”) finds and declares:

A. That, pursuant to the California Integrated Waste Management Act of 1989 (public Resources Code Sections 40000 et seq.), the state has mandated that local agencies make adequate provisions for Solid Waste handling within their jurisdictions; and

B. That, pursuant to Condition No. 6 of Resolution No. 3245 of the Local Agency Formation Commission County of the County of San Bernardino (“LAFCO”), the District is authorized to collect, transfer, and dispose of solid waste and to provide solid waste handling services, including but not limited to source reduction, recycling, and composting activities, pursuant to Division 30 (commencing with Section 40000), and consistent with Section 41821.2 of the Public Resources Code within the boundaries of the District; and

C. That, pursuant to State law, the District is authorized to execute its powers for the purpose of the collection or disposal of solid waste or refuse matter and may contract for the collection and disposal of solid waste or refuse matter;

NOW THEREFORE BE IT ORDAINED by the Board of Directors of the Wrightwood Community Services District as follows:

SECTION 1. TABLE OF CONTENTS

Section 2	Definitions
Section 3	Detachable bin requirements
Section 4	Location of detachable bin
Section 5	Placement of material in detachable bin
Section 6	Required solid waste removal
Section 7	Requirements for self-haulers
Section 8	Vehicle requirements for conveyance of solid waste
Section 9	Collection periods
Section 10	Prohibition against scavenging
Section 11	Dumping, placing, burning and burial restrictions
Section 12	Unightly solid waste deemed nuisance
Section 13	Property owner alley clearance duties
Section 14	Accumulation of waste matter restricted
Section 15	Restraint of animals to protect collectors
Section 16	Regulation-making powers
Section 17	Collection areas
Section 18	Collection charges
Section 19	Liability for Payment of Fees Mandatory Collection
Section 20	Billing Cycle and Penalty for Delinquent Payments
Section 21	Discontinuation of Services
Section 22	Fee a Civil Debt
Section 23	Lien for Ninety (90) Day Delinquencies
Section 24	Inspection of premises--policy enforcement
Section 25	Alternate enforcement
Section 26	Appeals
Section 27	Penalties
Section 28	Severability
Section 29	Publication and Posting
Section 30	Effective Date

SECTION 2. DEFINITIONS.

For the purpose of this Policy the following words and phrases shall have the meanings respectively ascribed to them by this section.

2.01 Contractor/Hauler - means a person, persons, firm or corporation authorized by contract with the District to provide solid waste collection services within the District.

2.02 Detachable bin - means a container provided by the hauler and designed for mechanical emptying and provided by the District or contractor where applicable for the accumulation and storage of solid waste.

2.03 Garbage - means a form of solid waste which is putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of such substance.

2.04 Hazardous Waste - means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics may do either of the following:

2.04.01 Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness.

2.04.02 Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed.

2.05 Place or Premises - means every dwelling house, dwelling unit; apartment house or multiple-dwelling building; trailer or mobile home park; store; restaurant; rooming house; hotel; motel; office building; department store; manufacturing, processing or assembling shop or plant; and every other place or premises where any person resides, or any business is carried on or conducted within the District.

2.06 Refuse - means solid waste.

2.07 Recyclable - means any paper, glass, cardboard, plastic, used motor oil, ferrous metal, aluminum, or any item or material that has been separated from solid waste, and has an economic value, and is deposited in a recyclable material detachable bin provided by the District or in a privately-owned detachable bin and is designated to be recyclable material for either the District to collect, or customer to self-haul.

2.08 Rubbish - means a form of solid waste which is non-putrescible, useless, unused, unwanted or discarded material or debris, either combustible or noncombustible, including but not limited to paper, card board, grass, tree or shrub trimmings, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction material, and similar material.

2.09 Solid Waste - means all putrescible and non-putrescible solid, semisolid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. Solid waste does not include hazardous waste. Solid waste does include recyclable material. Solid waste includes dirt, soil, rock, decomposed rock, gravel, sand, or other aggregate material.

2.10 Solid Waste Collector - means personnel employed by the District or contractors for the collection and disposal of solid waste.

2.11 Standard Container - means a metal, plastic or rubber container, twenty- to thirty-two- gallon capacity District, not to exceed a weight of fifteen pounds when empty, with side bail handles and a tight-fitting lid, designed and manufactured for the accumulation and storage of solid waste, or plastic and/or paper bags manufactured for the accumulation and storage of refuse. The top diameter of the container shall in no case be smaller than the diameter of the detachable bin at the bottom.

SECTION 3. DETACHABLE BIN REQUIREMENTS

3.01 Every owner, tenant, lessee or occupant of any premises where solid waste is generated shall maintain upon the premises sufficient number of Detachable bin for receiving and holding all solid waste generated between the times of removal. All solid waste on the premises shall be kept in said Detachable bin.

3.02 Every owner, operator, manager or person in charge of any hotel, restaurant, cafe, cafeteria, hospital, public dining room or other place where food is prepared for sale, sold or offered for sale for human consumption and every owner, operator, manager or person in charge of any store, market or other place where meat, fish, fowl, vegetables, fruit or any food is sold or offered for human consumption shall provide a separate standard container for receiving and holding all garbage created upon the premises between the times of collection; provided, however, the garbage may be placed in the same Detachable bin as rubbish if the garbage is drained and securely wrapped or sealed in plastic bags prior to placement in the container or bin. Any organic waste as described in Assembly Bill 1825 shall be subject to the District's organic waste recycling requirements as established by Ordinance No. 2019-0_.

3.03 Detachable bins, and/or garbage containers, shall be maintained in a clean and sanitary condition. It is unlawful for any person, firm or corporation to use solid waste containers that do not conform to the provisions of this policy or that may have ragged or sharp edges or any other defect liable to hamper or injure the person collecting the contents thereof. If, within five days after written notice of a violation of this section from the General Manager or designee, such container is not repaired or replaced as necessary, further service for the container may be suspended until the violation is corrected. The notice of violation shall be deemed served when securely attached to the container determined not in conformance with the provisions of this section.

SECTION 4. LOCATION OF DETACHABLE BIN REQUIREMENTS

4.01 At commercial properties serviced by the District, the detachable bin shall be placed as follows for collection:

4.01.01 Customers adjoining an alley shall place their detachable bin adjacent to but not within the alley, unless otherwise approved by the Hauler.

4.01.02 Customers may utilize one of established levels of collection service. Fees for different levels of service are set by resolution. In special circumstances, the General Manager or designee, may designate detachable bin location.

4.01.02.01 Curbside: Detachable bin shall be placed at the curbside, or equivalent, or adjacent to the alley before five-thirty a.m. on collection days. Sidewalks shall not be blocked.

4.01.02.02 Driveway: Detachable bin shall be placed adjacent to the driveway before five-thirty a.m. on collection days. Driveway clearance must be sufficient to accommodate collection equipment.

4.01.03 Detachable bin located in a permanent enclosure shall be made accessible to the hauler at the designated collection time. This includes removing locks and clearing obstructions so collection vehicle can easily access Detachable bin.

SECTION 5. PLACEMENT OF MATERIAL IN DETACHABLE BIN

5.01 The following shall govern the placement of material in Detachable bin for collection:

5.01.01 Wooden boxes, crates and other non-recyclable, bulky items shall be broken and flattened before being placed in a detachable bin or tied in a bundle no more than eighteen inches in diameter and four feet in length and placed beside the standard container.

5.01.02 Vacuum dust, sweepings and ashes shall be securely wrapped or enclosed in a bag prior to placement in the standard container.

5.01.03 Garbage shall be drained and wrapped in paper or secured in plastic bags prior to placement in the standard container.

5.01.04 Animal waste shall be wrapped.

5.01.05 Sharp-edged and pointed material such as glass and metal shall be packaged before placement in the detachable bin in such a way as to protect refuse handlers from being cut or wounded when handling the detachable bin and contents with ordinary care.

5.01.06 Tree trimmings shall be tied in bundles not more than eighteen inches in diameter nor more than four feet in length and

shall include branches and logs no more than three inches in diameter or shall be cut in short lengths and placed in the standard containers. In areas serviced by the District, bundled tree trimmings shall be collected according to the contractor.

5.01.07 When filled, the standard container shall not weigh more than the limits specified for the container.

5.01.08 Placing recyclable material in solid waste bin is prohibited. Placement of material in detachable bin for collection shall be as follows:

5.01.08.01 All refuse must be placed in standard containers or detachable bin.

5.01.08.02 Garbage must be drained and securely wrapped or sealed in plastic bags prior to placement in containers or bins.

5.01.09 All detachable bins must be located in a county approved bin enclosure, or in an area approved by the hauler.

SECTION 6. REQUIRED SOLID WASTE REMOVAL

6.01 No person, persons, firm or corporation other than the District's authorized solid waste hauler acting pursuant to their contract with the District, solid waste collection crews or a person, or firm acting under the authority and within the limitation of a valid self-hauler permit issued pursuant to this policy, shall collect solid waste within the District.

6.02 No person, persons, firm or corporation other than the District or one of the District- authorized solid waste contractors acting pursuant to their contract with the District shall provide temporary bin service for solid waste.

6.03 Except as otherwise authorized by the General Manager or hauler, solid waste collection shall be provided from commercial property at a minimum of once a week.

6.04 Solid waste collection shall be provided not less than once a week except that at each business engaged in the sale or production of food and at each multifamily commercial property which receives bin service, such collection shall be provided not less than twice weekly. Commercial property includes, but is not limited to, apartment house, boarding house, rooming house, town house and condominium.

6.05 Every contractor authorized by the District Board to collect solid waste shall display his firm name and telephone number in legible letters not less than three inches in height on both sides of all trucks used to collect and transport refuse.

6.06 Every owner, lessee, tenant or occupant of commercial or commercial property, or other person/entity as determined by the hauler to be conducting business-like activity, shall remove, or cause to be removed, all solid waste created, produced or brought upon the premises according to the schedule by subscribing to the solid waste collection service of the District or the contractor authorized by the District Board to provide such service to that property; provided, however, one may provide one's own service pursuant to a self-hauler permit as provided in this policy for the removal of solid waste created by one's own activity as a commercial or commercial occupant, but not as a landlord for one's tenant or lessee.

6.07 Trucks used in the collection of rubbish shall have solid construction of the floor and body and shall be equipped with a close-fitting covering which shall be affixed in a manner that will prevent the dropping or blowing of any rubbish upon the highway during collection and transportation.

6.08 All trucks used in the collection and transportation of solid waste and rubbish shall be maintained in a clean, sanitary and neatly painted condition, and shall carry a shovel, broom, first-aid kit and fire extinguisher.

SECTION 7. REQUIREMENTS FOR SELF-HAULERS

7.01 Only occupants of commercial property located outside the Hauler's collection boundaries shall be allowed to self-haul and must obtain and maintain in full force and effect a self-hauler permit and shall provide solid waste removal service in accordance with said self-hauler permit.

- 7.02 Application for self-hauler permits shall be made to the General Manager, or designee, and shall be accompanied by a nonrefundable fee set by resolution.
- 7.03 The General Manager, or designee, shall issue the permit upon determining that the applicant is able to transport all solid waste in a safe and sanitary manner in accordance with the provisions of this section.
- 7.04 Such permit shall be effective for one year from the date of its issue.
- 7.05 If the application is denied by the General Manager, or designee, the applicant shall be provided with a full statement of the reasons for the denial.
- 7.06 A permit may be revoked by the General Manager, or designee, for any violation of law or for failure to comply with the provisions of this policy by providing the permittee with a written statement of the violations noted.
- 7.07 A denial or revocation may be appealed to the District's Board of Directors whose decision shall be final. Such appeal shall be filed with the District Clerk within ten days after the receipt of the General Manager's written notice of denial or revocation.
- 7.08 All solid waste removal pursuant to a valid self-hauler's permit shall be accomplished by the permit holder or the holder's own employees using the permittee's own equipment.
- 7.09 All solid waste removed pursuant to a self-hauler permit shall be deposited only at authorized and licensed solid waste disposal sites.
- 7.10 All equipment used by a self-hauler's permittee to remove solid waste shall comply with the requirements of Section 8 of this Ordinance.
- 7.11 Every holder of a self-hauler permit shall submit legible copies of landfill receipts to the General Manager, or designee, on or before the tenth of each month for solid waste deposits made during the previous month at authorized and licensed solid waste disposal sites.
- 7.12 All self-haulers must dispose of their solid waste a minimum of one time per week.

SECTION 8. VEHICLE REQUIREMENTS FOR CONVEYANCE OF SOLID WASTE

- 8.01 Commercial motor vehicles shall not be used in the transportation of solid waste upon or along any public street or highway of the District; provided, however, commercial self-haulers as provided in Section 7 of this Ordinance may utilize such vehicles upon the condition that the solid waste is so contained as to prevent it from leaking, dripping, falling, blowing or scattering from the vehicle in which it is being conveyed or transported.
- 8.02 Trucks used in the collection and transportation of solid waste shall have bodies of watertight metal construction which shall be leak proof and shall be equipped with a close-fitting cover, which shall be affixed in a manner that will prevent dropping, spilling or other loss of solid waste upon the highway during collection and transportation. In lieu of such watertight bodies and covers, separate metal containers with tight-fitting, clamp-on lids may be used.

SECTION 9. COLLECTION PERIODS

- 9.01 Solid waste collection from commercial properties shall be provided by all haulers a minimum of once a week.
- 9.02 Contractors shall provide collection service to all commercial premises at least once a week; provided, however, collection must be made at least twice a week to those establishments generating garbage; and further provided that nothing in this subsection shall prohibit the contractor from collecting solid waste at a more frequent rate.
- 9.03 Solid waste will not be collected on Sundays except in emergencies and as approved by the General Manager or hauler.

SECTION 10. PROHIBITION AGAINST SCAVENGING

10.01 It shall be unlawful for any person other than the owner or agent or employee of the owner of a solid waste or recyclable material detachable bin, a solid waste hauler or the person or agent or employee of the person for whom a solid waste or recyclable material detachable bin is contracted or placed to collect refuse or recyclable material to rummage in, disturb, interfere, scavenge, or remove refuse or recyclable material from officially designated refuse and recyclable containers

SECTION 11. DUMPING, PLACING, BURNING AND BURIAL RESTRICTIONS

11.01 No person shall throw, drop, leave, dump, bury, burn, place, keep, accumulate or otherwise dispose of any waste matter, including but not limited to garbage, hazardous waste, refuse, recyclable materials, rubbish, or solid waste as defined in Section 2 of this Ordinance upon any lot, land, street, alley, water or waterway, either with or without intent to later remove same.

11.02 Solid waste may not be buried on any lot in the District. This Section shall not be interpreted to prohibit composting of yard waste.

SECTION 12. UNSIGHTLY SOLID WASTE DEEMED NUISANCE

12.01 Solid waste, which by reason of its location and character is unsightly and interferes with the reasonable enjoyment of property by neighbors, is a public nuisance within the meaning and subject to the provisions of this policy.

SECTION 13. PROPERTY OWNER ALLEY CLEARANCE DUTIES

13.01 No person owning, leasing or occupying property adjoining any public alley in the District shall fail, refuse or neglect to keep that portion of such alley between the centerline thereof and the property line of such property free from solid waste.

SECTION 14. ACCUMULATION OF WASTE MATTER RESTRICTED

14.01 No person owning or occupying any building, lot or premises in the District shall suffer, allow or permit to collect and remain upon such lot or premises any solid waste; provided, however, that this provision shall not be construed as interfering with building under a building permit, or wood neatly piled for kitchen or household use.

SECTION 15. RESTRAINT OF ANIMALS TO PROTECT COLLECTORS

15.01 Any occupant owning or possessing an animal on the premises which may bite or attempt to bite a solid waste hauler while engaged in collecting refuse shall be required to secure the animal(s) or place the Detachable bin in such manner that such animal shall not constitute a hazard or to endanger a solid waste hauler. In addition to any criminal penalties specified in this code, failure to adhere to the requirements of this section shall be cause for suspension of collection service during such time as there exists any such danger or hazard. Suspension of service pursuant to this section shall not relieve any person or firm of the duty to pay solid waste collection charges during such period of suspension.

SECTION 16. REGULATION-MAKING POWERS

16.01 The Board of Directors is authorized to make such rules and regulations not inconsistent with the provisions of this policy so as to effect efficient collection and removal of waste material by the District or its duly authorized contractors. SECTION 17. COLLECTION AREAS

17.01 A mandatory collection area located within the boundaries of the District, as presently constituted at time of Ordinance passage, and as amended in the future by LAFCO, is established and shall consist of:

17.01.01 All multi-family units of five (5) or more.

17.01.02 All developed properties classified as industrial or commercial.

17.01.03 All institutional entities, such as schools and government buildings.

17.02 Other mandatory collection areas may be established by Ordinance by the District as found to be necessary for the public health and welfare or required to implement state laws.

SECTION 18. COLLECTION CHARGES

18.01 The District Board shall by separate resolution fix and, from time-to-time, amend the various charges related to solid waste collection.

SECTION 19. LIABILITY FOR PAYMENT OF FEES MANDATORY COLLECTION

19.01 Each owner, occupant or person in possession, charge or control of any collection premises located in a mandatory collection area is hereby made liable jointly and severally for the payment of the solid waste collection, processing and disposal fees levied against such premises for required solid waste collection, processing and disposal services, irrespective of the actual use of the service provided by the District or grantee. Services made available to those premises required to receive such service shall be considered as services utilized. It shall be the primary duty of the owner of such premises to provide for the payment of the services.

SECTION 20. BILLING CYCLE AND PENALTY FOR DELINQUENT PAYMENTS

20.01 Solid waste collection fees may be billed and paid in advance on a monthly basis. Payment shall be due upon, and shall become delinquent fifteen (15) days after the date of any billing. A finance charge and late payment penalty as permitted by law shall be added at the end of each month following the delinquency date.

SECTION 21. DISCONTINUATION OF SERVICES

21.01 The District or hauler may discontinue service for any customer whose account remains unpaid for sixty (60) days after the date of billing as long as the customer has received a notice on a form approved by the General Manager or designee stating that service will be discontinued fifteen (15) days from the date of the notice if payment is not made by that time. Upon payment of the delinquent fees, collection shall resume on the next regularly scheduled collection day. Fees shall be continued to be assessed and billed notwithstanding that service has been discontinued and notice of same shall be included in the form sent to the customer.

SECTION 22. FEE A CIVIL DEBT

22.01 The fees levied for service for solid waste collection shall constitute a civil debt and liability owing to the District and/or any grantee from the person using or chargeable for such services and shall be collectible in the same manner provided by law.

SECTION 23. LIEN FOR NINETY (90) DAY DELINQUENCIES

23.01 Mandatory collection fees authorized pursuant to this article which remain unpaid for a period of ninety (90) or more days after the date upon which they were billed may be collected thereafter by the District as provided herein.

23.02 Once a year, the Board of Directors shall cause to be prepared a report of delinquent fees. The Board shall fix a time, date and place for hearing the report and any objections or protests thereto.

23.03 The Board shall cause notice of the hearing to be mailed to the landowners listed on the report not less than ten (10) days prior to the date of the hearing.

23.04 At the hearing, the Board shall hear any objections or protests of landowners liable to be assessed for delinquent fees. The Board may make such revisions or corrections to the report as it deems just, after which by resolution, the report shall be confirmed.

23.05 The delinquent fees set forth in the report as confirmed shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of such delinquent fees. A certified copy of the confirmed report shall be filed with the county auditor, on or before August 10, for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the county recorder of the county in which the property is situated, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of county ad valorem property taxes shall be applicable to such assessment, except that if any real property to which such lien would attach has been transferred or conveyed to a Bonafede purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of such taxes

would become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property and the delinquency fees, as confirmed, relating to such property shall be transferred to the unsecured roll for collection.

SECTION 24. INSPECTION OF PREMISES – POLICY ENFORCEMENT

24.01 The duly authorized representative of the District shall visit all commercial premises within the District from time to time to examine the sanitary conditions of the premises to determine whether the provisions of this policy and state laws are being complied with. The General Manager, or designee, shall enforce the provisions of this policy and properly notify any owner or occupant of any violations of this policy. Such notice whenever possible shall be affixed to a detachable bin and/or delivered in person

SECTION 25. ALTERNATE ENFORCEMENT

25.01 Notwithstanding the provisions of this policy prescribing specified action in the event of a violation, any other appropriate criminal or civil action may be maintained against the violation and against any person maintaining or permitting the violation.

SECTION 26. APPEALS

26.01 A business who desires to appeal the notice set forth in this Ordinance may appeal to the Board of Directors within the twenty (20) calendar days of the post-mark of the Warning Notice by filing a timely written appeal with the General Manager. Timely appeal shall not stay any further solid waste collection or responsibility to pay therefore. The General Manager shall set the matter for hearing before the Board of Directors and shall notify the Appellant by mail of the date set for such hearing, at least fifteen (15) days prior to said date. If the Appellant resides outside the District, the above period of notice by mail before the hearing shall be at least twenty-five (25) days. The Appellant shall have the right to appear in person or by an agent, designated in writing, at the hearing, and present oral, and/or written, evidence. The Board of Directors shall decide the appeal and shall issue its decision, which shall be in writing and be legally binding.

26.02 The Board of Directors shall have authority to make reasonable adjustments in the amount billed or to excuse payment altogether as well as authority to grant ancillary relief. The Board of Directors shall have authority to determine that the Hauler shall not be entitled to any payment from the business owner affected. The Board of Directors shall have no authority to award monetary damages, costs or attorney's fees.

SECTION 27. PENALTIES

27.01 It shall constitute an infraction for an owner as defined above to fail to sign up for or to timely pay for solid waste & recycling collection service or to otherwise violate any provision of this ordinance and upon conviction of such violation shall be subject to a fine of \$250.00 for the first offense; \$500.00 for a second violation within a one (1) year period and \$1,000.00 for a third or subsequent violation within a one (1) year period. The additional remedies, penalties and procedures for violations and for recovery of costs related to enforcement provided for in this Ordinance are incorporated herein by this reference. The owner shall also be subject to court action to pay for solid waste collection service furnished to the business located thereon.

SECTION 28. SEVERABILITY

28.01 If any section, subsection, sentence, clause or phrase of this policy is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this policy. The District Board declares that it would have passed this policy and each section, subsection, clause or phrase hereof irrespective of the fact that any one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 29. PUBLICATION AND POSTING

29.01 The Secretary of the Board is hereby directed to cause a summary of this Ordinance to be published at least five (5) days prior to the date of adoption hereof in a newspaper of general circulation printed and a copy of the full text must be posted at the District office at least five (5) days prior to the meeting. The full text of this Ordinance must be published within ten (10) days after adoption with the names of the directors voting for and against the adoption and must likewise be posted at the District office.

SECTION 30. EFFECTIVE DATE

30.01 This Ordinance shall become effective thirty (30) days after its adoption.

APPROVED AND ADOPTED this 2nd day of April 2019.

President of the Wrightwood
Community Services District and
of the Board of Directors thereof.

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

I, _____, Secretary of the Board of Directors of the Wrightwood Community Services District, do hereby certify that the foregoing Ordinance, being Ordinance No. 2019-0_ was duly adopted by the Board of Directors of said District at a regular meeting of said Board held on April 2, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Secretary of the Wrightwood
Community Services District and
of the Board of Directors thereof.

ITEM 18
ORDINANCE 2019-02
THE WRIGHTWOOD COMMUNITY
SERVICES DISTRICT
ESTABLISHING
A COMMERCIAL RECYCLING PROGRAM

DISCUSSION
AND
POSSIBLE ACTION

Public Notice was published in the Victorville Daily Press Newspaper on April 23 and April 30, 2019

Notice has been on display at the Wrightwood Community Building in the glass case bulletin board for public viewing.

Copies of Ordinance 2019-02 have been available in the District Office Monday -Friday 8am-1pm.
The District has not received any inquiries through phone, email, in person or by letter

Thank You
Al Morrissette

ORDINANCE NO. 2019-02
 AN ORDINANCE OF THE
 WRIGHTWOOD COMMUNITY SERVICES DISTRICT
 ESTABLISHING A COMMERCIAL RECYCLING PROGRAM

WHEREAS, Condition No. 6 of Resolution No. 3245 of the Local Agency Formation Commission of the County of San Bernardino County (“LAFCO”) authorizes the Wrightwood Community Services District (“District”) to collect, transfer, and dispose of solid waste and to provide solid waste handling services, including but not limited to source reduction, recycling, composting activities, pursuant to Division 30 (commencing with Section 40000), and consistent with Section 41821.2 of the Public Resources Code within the boundaries of the ; and

WHEREAS, the District’s Board of Directors (“Board”) is required to comply with state recycling law, the California Integrated Waste Management Act of 1989 (also known as AB 939 and found at Public Resources Code Section 40000 et seq.), including the requirement that each city and county in California divert 50 percent, or the maximum amount feasible, of recyclable materials from landfills.

WHEREAS, such wastes are creating conditions which threaten the public health, safety, and well-being by potentially contributing to air, water, land pollution, and the general deterioration of the environment;

NOW THEREFORE BE IT ORDAINED by the Board of Directors of the Wrightwood Community Services District as follows:

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SECTION 2. PURPOSE, INTENT AND FINDINGS

2.01 The District is a public agency created under the Community Services District Law, California Government Code Section 61000 et seq. California Government Code, Sections 25827 and 25828 authorize the comprehensive collection of solid waste in unincorporated areas and require payment therefore by those persons and properties benefited thereby, to, among other purposes, promote recycling and diversion of solid waste from landfill by requiring businesses, non-residential properties, and commercial buildings to source separate recyclable materials from all other solid waste for recycling and diversion from landfill and provide for the collection of recyclable materials.

2.02 Comply with state recycling law, the California Integrated Waste Management Act of 1989 (also known as AB 939 and found at Public Resources Code Section 40000 et seq.), including the requirement that each city and county in California divert 50 percent, or the maximum amount feasible, of recyclable materials from landfills.

2.03 Establish requirements for recycling of recyclable materials generated by commercial facilities, properties and special events, in order to increase the diversion of recyclable and compostable materials from landfill disposal, thus reducing greenhouse emissions, minimizing waste and helping to ensure the maintenance, restoration, enhancement, and protection of the environment, including natural resources.

2.04 Provide an enforcement mechanism to ensure that business, commercial, non-residential properties, and multifamily dwellings provide for the proper collection of recyclable materials and provide protections against illegal scavenging of materials.

2.05 Provide an exemption for generators who self-haul, donate or sell their recyclables, as well as provide an exemption process for those businesses that have major site constraints or generate a minimum level of material.

2.06 The District continues to make progress in maintaining the disposal reduction requirements of the state recycling law, but additional efforts, particularly in the recycling of plastic, paper, cardboard, glass, and other recyclable materials generated by businesses, will assist the District in maintaining and exceeding the goal of diverting waste from landfill disposal.

2.07 Efforts by the District and the private sector to encourage voluntary diversion of commercial and special event recyclable materials have not achieved desired levels of diversion. Additional efforts are necessary to ensure continued compliance with the requirements of the state recycling law and to ensure maximum recovery of valuable resources.

2.08 In adopting this Ordinance, the District agrees to be subject to the terms of this Ordinance for all of the District's non-residential facilities and properties, including parks and District buildings, as well as District sponsored or partnered special events.

2.09 This Ordinance requires diversion of District identified recyclable materials by businesses, commercial facilities, commercial properties, and multi-family dwelling units.

SECTION 3. DEFINITIONS

3.01 Business - means any commercial entity, public entity, or other entity as determined by the hauler, that generates commercial solid waste including, but not limited to: a firm, partnership, proprietorship, joint-stock company, corporation or association that is organized as a for-profit or nonprofit entity, strip mall, (e.g. property complex containing two or more commercial entities), industrial facility, school, school district, special district or a federal, state, local, regional agency or facility. For the purposes of this Ordinance, "business" also includes multifamily residential dwellings.

3.02 Collect or Collection - means to take physical possession of and remove Recyclable Materials at the place of generation.

3.03 Commercial Solid Waste - means all putrescible and non-putrescible solid, semisolid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof,

discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. Solid waste does not include hazardous waste. Solid waste does include recyclable material. Solid waste includes dirt, soil, rock, decomposed rock, gravel, sand, or other aggregate material.

3.04 Compost - is defined in state law (Public Resources Code Section 40116) as the product resulting from the controlled biological decomposition of organic wastes that are Source Separated from the municipal waste stream, or which are separated at a centralized facility.

3.05 Compostable Material - means green waste and other material that can be broken down into, or otherwise become part of, usable Compost in a safe and timely manner, such as for use as soil-conditioning material. Compostable Material also includes waste such as food scraps, soiled paper and plant trimmings. Compostable Material (California Public Resources Code Section 40116) includes vegetable, yard and wood wastes which are not hazardous waste.

3.06 Contamination - means placement of, with the intent to discard, inappropriate Solid Waste materials in a container designated for Recyclable Materials or Compostable Materials.

3.07 Customer - means a Generator that arranges or subscribes for Solid Waste removal services and/or Recycling services with a Franchised Hauler. In the event Businesses share Solid Waste or Recycling containers and/or service, Customer refers only to the entity that arranges for the service.

3.08 Detachable Bin - means a container provided by the hauler and designed for mechanical emptying and provided by the District or contractor where applicable for the accumulation and storage of recyclable materials.

3.09 Disposal - means the final disposition of Solid Waste at a permitted solid waste disposal facility, as defined in California Public Resources Code Section 40192.

3.10 Diversion or Divert - means the reduction or elimination of Solid Waste from solid waste disposal in accordance with California Public Resources Code Section 41024.

3.11 Force Majeure - means the inability of a party to provide the services or perform the obligations required under this Agreement due to causes beyond their reasonable control including, but not limited to, compliance with any Government law or regulation, acts of God, fires, strikes, lockouts, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties, provided that the party has prudently and promptly acted to take any and all steps that are within the part's control to ensure performance. Excessive levels of Contamination (greater than 20% Solid Waste) shall not be considered grounds for Force Majeure.

3.12 Franchised Hauler - means a Hauler holding a franchise, contract, license or permit issued by the District and provides Solid Waste handling services as authorized under Exclusive Franchise Agreement between the District and CR&R entered into on July 1, 2017.

3.13 General Manager - means the General Manager of the District, including his or her designee.

3.14 Generator - means an owner of a Commercial Facility(ies) or Business, as defined in this section, which generates Solid Waste including Recyclable Materials or Compostable Materials. Generator includes tenants, property managers for facilities with leased space, employees and contractors of a Generator, if applicable.

3.15 Hauler/Contractor - means any person or commercial entity which lawfully collects, hauls or transports Solid Waste by use of any means including, but not limited to, a dumpster truck, roll-off truck, side-load, front-load, rear-load garbage truck or a trailer.

3.16 Multifamily Residential Property - means any multifamily dwelling, building or group of buildings that contain(s) five or more individual dwelling units on a single parcel. Multifamily complexes include, but are not limited to, apartment complexes, mobile home parks, senior housing/care facilities and condominium complexes.

3.17 Mixed Waste Processing - means processing Solid Waste that contains Recyclable and/or Compostable Materials and

Trash.

3.18 Recycle or Recycling - means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise be disposed of as Solid Waste and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place as defined in Public Resources Code Section 40180.

3.19 Recyclable Materials - means materials that have been separated from the solid waste stream prior to disposal and returning them for use or reuse in the form of raw materials for new, used or reconstituted products, which meet the quality standard necessary to be used in the market place and that are not landfilled. Recyclable Materials include any materials identified by the General Manager for which a market exists including, but not limited to: plastic bottles and jars, aluminum and bi-metal (tin) cans, paper, cardboard, glass, newspaper, metal and wood.

3.20 Scavenging or Scavenger - means the uncontrolled and unauthorized removal of Recyclable Materials at any point in the Solid Waste management system.

3.21 Self Recycler - means a Generator that accomplishes Recycling activities and/or participates in Recycling programs without utilizing a Franchised Hauler and without violating the provisions of Exclusive Franchise Agreement between the District and the Franchised Hauler.

3.22 Solid Waste - means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid material. Solid waste includes dirt, soil, rock, decomposed rock, gravel, sand, or other aggregate material.

3.23 Source Separated or Source Separation - means the process of removing Recyclable Materials and/or Compostable Materials from Solid Waste at the place of discard generation, prior to collection, into separate containers that are separately designated for Recyclable Materials or Compostable Materials for the purposes of Recycling.

3.24 Source Separated Recycling Facility - means a Recycling, material recovery or re-use facility that is fully licensed, certified and eligible under federal, state and local laws and regulations, and includes those material recovery or reuse facilities or operations that receive, process and transfer to market Recyclable and/or Compostable Materials that have been Source Separated from the Solid Waste stream. The Recycling Facility may be located at a Landfill. Source Separated Recycling Facility also means a facility that produces Compost.

3.25 Trash - means Solid Waste which is discarded separately from Recyclable Materials and/or Compostable Materials.

SECTION 4. BUSINESS RECYCLING REQUIREMENTS

4.01 Each Generator shall be responsible for ensuring and demonstrating its compliance with the requirements of this Ordinance. Each Generator shall:

4.01.01 Subscribe to a Source Separated Recycling Service with the Franchised Hauler authorized to provide service for the area in which the Business is located; or

4.01.02 Subscribe to a Solid Waste and Recycling Service with a Franchised Hauler authorized to provide service for the area in which the Business is located, that may include Mixed Waste Processing that yields diversion results comparable to Source Separation; or

4.01.03 Self-Recycle and annually certify compliance with this Ordinance, and complete and retain on-site a Self-Recycling Log verifying Recycling activities; or

4.01.04 Comply under the conditions of an approved exemption.

4.02 Each Generator shall use, and maintain in good order, containers provided by the Hauler to collect and store Recyclable Materials and shall designate areas to collect and/or store Recyclable Materials, unless Recycling service is provided through a

Mixed Waste Processing Facility.

4.03 Each Generator shall place all Recyclable Materials for collection in containers with a lid and conforming to the following requirements, unless Recycling service is provided through a Mixed Waste Processing Facility. No container shall be loaded beyond its capacity. It shall be the Generator's responsibility to keep the containers used for the storage and collection of Recyclable Material generated on the premises in a clean and sanitary condition. No material or containers shall be kept or handled in such a manner as to become a nuisance. No Recyclable Material shall be allowed to become odoriferous or a producer of vermin. Lids on containers shall remain closed at all times while stored or placed for Collection.

SECTION 5. FRANCHISED HAULERS

5.01 General Requirements for Franchised Haulers providing Source Separated Recycling Services:

5.01.01 Franchised Haulers shall offer Collection service and containers for Recyclable Materials sufficient to accommodate the quantity and types of Recyclable Materials to all of its Customers and shall provide Recycling Services as described in this Section of this Ordinance.

5.01.02 Franchised Haulers shall identify containers for Recyclable Materials with their name, recognizable corporate or company logo, and phone number of the Franchised Hauler that is legible from a distance of 50 feet.

5.01.03 Franchised Haulers shall equip and provide containers for Recyclable Materials, with locks and/or other suitable features, where feasible and when necessary, to prevent Scavenging. They shall conduct all activities in accordance with applicable laws, County codes and regulations, and best management practices.

5.01.04 Franchised Haulers shall not take a Customer's Source Separated Recyclable Materials to a Landfill or other site for Disposal. Such materials shall be taken to a Recycling Facility or Franchised Haulers shall make other arrangements for recycling the materials instead of Disposal. The Franchised Haulers shall maintain receipts documenting that the Generator's Recyclable Materials have been properly delivered, as well as any documentation evidencing an event of Force Majeure which prevented the proper Collection and/or delivery of Recyclable Materials.

5.01.05 A Franchised Hauler may charge a penalty fee to a Customer when Recyclable Materials are not adequately Source Separated from Solid Waste. Adequate Source Separation is twenty percent (20%) Contamination or less. A penalty fee may only be charged after meeting the following requirements:

5.01.05.01 The Franchised Hauler shall notify the Customer of noncompliance in writing twice, explaining the reason for noncompliance and explaining how the Customer may comply; and

5.01.05.02 The Franchised Hauler shall make at least one visit to the Customer's place of Business to show the Customer how to comply; and

5.01.05.03 The Franchised Hauler shall notify the District's General Manager, or designee, in writing on non-compliance, documenting non-compliance and the steps taken above.

5.01.06 The Franchised Hauler shall only charge a penalty fee in the amount approved by the General Manager, or designee.

5.01.07 A Franchised Hauler may cancel Recycling service when Recyclable Materials continue to not be adequately Source Separated from Solid Waste, as defined above, only after assessment of at least two penalties by the Franchised Hauler, and shall notify the District's General Manager, or designee.

5.02 Source Separated Recycling Services provided by Franchised Haulers, shall include, at a minimum, the following:

5.02.01 Bi-weekly collection of non-Compostable Source Separated Recyclable Materials or as approved by the General Manager;

5.02.02 Collection of Compostable Source Separated Recyclable Materials at a minimum of one time per week or more often, as approved by the General Manager, if applicable;

5.02.03 Utilization of Recycling receptacles which comply with District’s standards.

5.02.04 Appropriate signage on all Recycling receptacles, containers, chutes and/or enclosures which allow users to clearly and easily identify which containers to use for Recyclable Materials, Compostable Materials or Trash.

05.03 Reporting. Franchised Haulers providing Source Separated Recycling services shall provide quarterly reports on the dates and in the format prescribed by the General Manager, such reporting may include, but is not necessarily limited to:

5.03.01 A list of Customers they have in the approved franchise area; the name, address and account number of the facility serviced; and the name of the and/or Customer for Solid Waste and/or Recyclable Materials management; Generator

5.03.02 The volume per month of trash collection service provided to the Business, Facility or property; Commercial

5.03.03 The cumulative volume, calendar year-to-date, of trash collection service provided to the Business, Commercial Facility or property;

5.03.04 The volume per month of non-Compostable Source Separated Recyclable Materials collection service provided to the Business, Commercial Facility or property;

5.03.05 The cumulative volume, calendar year-to-date, of non-Compostable Recyclable Materials collection service provided to the Business, Commercial Facility or property;

5.03.06 The volume per month of Compostable Recyclable Materials collection service provided to the Business, Commercial Facility or property;

5.03.07 The cumulative volume, calendar year-to-date, of Compostable Recyclable Materials collection service provided to the Business, Commercial Facility or property;

5.03.08 The total volume per month of combined refuse collection and Recycling collection service provided to the Business, Commercial Facility or property;

5.03.09 The cumulative volume, calendar year-to-date, or combined refuse collection and Recycling collection service provided to the Business, Commercial Facility or property;

5.03.10 The location of the Source Separated Recycling Facility(ies) to which the Source Separated Recyclable Materials were taken during the previous quarter, including the tonnage of Source Separated Recyclable Materials delivered to such facility each month; and

5.03.11 Information about changes in Recycling such as new customers or cancellations, including business name and address.

5.03.12 The initial quarterly reporting periods shall be as follows:

Reporting Period	Due Date
January 1 – March 31	May 1
April 1 – June 30	August 1
July 1 – September 30	November 1
October 1 – December 31	February 1

5.04 General Requirements for Franchised Haulers providing Mixed Waste Recycling Services:

5.04.01 Franchised Haulers shall offer Collection service and containers as described in their respective individual Franchise Hauler Agreement.

5.05 Reporting. Franchised Haulers providing mixed waste Recycling services shall provide quarterly reports on the dates and in the format prescribed by the General Manager, such reporting may include, but is not necessarily limited to:

5.04.01 A list of Customers they have in the approved franchise area; the name, address and account number of the Business serviced; and the name of the Generator and/or Customer for Solid Waste management;

5.04.02 The volume per month of mixed waste Collection service provided to the Business, Commercial Facility or property;

5.04.03 The cumulative volume, calendar year to date, of mixed waste Collection service provided to the Business, Commercial Facility or property;

5.04.04 The location of the Mixed Waste Recycling Facility(ies) to which the mixed waste was taken for processing during the previous quarter; and

5.04.05 Information about changes in service such as new Customers or cancellations including Business name and address.

5.04.06 The initial quarterly reporting periods shall be as follows:

Reporting Period	Due Date
January 1 – March 31	May 1
April 1 – June 30	August 1
July 1 – September 30	November 1
October 1 – December 31	February 1

SECTION 6. SELF RECYCLING

6.01 Nothing in this Ordinance shall preclude any Generator from Self-Recycling Recyclable Materials generated at a place of Business or Multi-Family Residential Property. A Self-Recycler must accomplish Recycling activities and/or participate in Recycling programs, certify compliance with this Ordinance as prescribed by the General Manager, and complete and retain on-site a Self-Recycling Log listing materials and the volume or weight of material Recycled. The Self Recycling Log shall be made available to the General Manager or General Manager’s designee upon request. At a minimum, the Generator shall provide the following information on the Self-Recycling Log:

6.01.01 The name, address and telephone number of the Generator’s representative responsible for certification.

6.01.02 For Source Separated Recycling, a list of the types of Recyclable Materials generated and managed.

6.01.03 For Mixed Waste Processing, the amount of volume or weight of Solid Waste delivered to a Mixed Waste Processing Facility.

6.01.04 The name and address of the Recycling Facility or Mixed Waste Recycling Facility used.

6.01.05 The Generator shall maintain receipts supporting information provided on the District’s Self-Recycling Log and documenting that the Generator’s Recyclable Materials have been properly delivered, as well as any documentation evidencing an event which prevented the proper delivery of Recyclable Materials. Such documents shall be provided to the District within ten (10) days of a request by the General Manager, or designee. Additionally, these documents will be made available for inspection by the General Manager, or designee, at the place of business during normal business hours and maintained for not less than three years.

6.02 The General Manager may restrict or prohibit Self-Recycling by a Generator if the General Manager determines, after providing notice and an opportunity for a hearing, that the Generator's Self Recycling activities violate the provisions of this Section or any other applicable law, ordinance or regulation.

6.03 Sale or Contribution. Nothing in this Ordinance shall preclude any Generator from selling or exchanging at fair market value, for reuse or Recycling, Source Separated Recyclable Materials generated from that Business, Commercial Facility or property in compliance with exclusive Franchise Agreement between the District and the Franchised Hauler.

6.04 Donation or Gift. Nothing in this Ordinance shall preclude any Generator from donating or gifting to a non-profit agency, for reuse or Recycling, Source Separated Recyclable Materials generated from that Business, Commercial Facility or property in compliance with exclusive Franchise Agreement between the District and the Franchised Hauler. Receipts for donated or gifted recyclables shall still be provided per Section 6.01.05.

SECTION 7. CERTIFICATION

7.01 Any Business that does not subscribe to a Source Separated Recycling Service or Mixed Waste Processing Service with the designated Franchised Hauler, or has otherwise complied with the conditions of an approved exemption, shall certify annually by the method prescribed by the General Manager that the Business; (i) is exempt from the Recycling provisions of this Ordinance; or (ii) has documented the implementation of its Recycling activities and/or Recycling program participation.

SECTION 8. OWNERSHIP/SCAVENGING OF RECYCLABLE MATERIALS

8.01 All Recyclable Materials placed in containers for Recyclable Materials provided by any Franchised Hauler shall be considered owned by and be the responsibility of the Franchised Hauler. Without permission of the Franchised Hauler, no person shall collect Recyclable Materials placed in such containers by Customers or Generators.

8.02 All Recyclable Materials placed in Recyclable Materials containers provided or owned by the Generator, shall be considered owned by and be the responsibility of that Generator until the material is placed at a Franchised Hauler's designated point of Collection or in containers otherwise described in this Ordinance.

8.03 No person other than the person, or Business designated by the Generator of the Recyclable Materials to collect the Recyclable Materials, shall remove or otherwise interfere with Recyclable Materials which have been placed at a designated Recycling or Recycling Materials collection location. Except as authorized under exclusive Franchise Agreement between the District and Hauler, it shall be unlawful for any person to engage in the business of collecting, removing or transporting, or otherwise organizing or directing the collection, removal or transportation of Recyclable Materials without being a Franchised Hauler.

SECTION 9. EXEMPTIONS

9.01 The following may be exempt from all or portions of the requirements of this Ordinance:

9.01.01 Recyclable Materials Generators are not required to subscribe for Recycling services or Self-Recycle if the Generator certifies that there are no Recyclable Materials being generated by any activities in the Generator's Business, Commercial Facility or non-residential property.

9.01.02 Generator may not be required to subscribe for Recycling services or Self-Recycle if the Hauler determines after a site assessment that either:

9.01.02.01 There is inadequate storage space for automatic lift containers, bins, or roll-off bins for Recyclable Materials on-site and that it is infeasible for the Generator to share automatic lift containers, bins or roll-off bins for Recyclable Materials with a Generator on an adjoining property; or

9.01.02.02 Compliance with this Ordinance will result in a violation of county zoning ordinances or regulations for minimum parking spaces.

9.01.03 However, if after a site assessment, the Franchised Hauler determines that it is feasible for Recycling containers to be placed either on-site or shared with an adjoining Business or property, then the Generator will not be exempted from these requirements and will be responsible for full compliance with this Ordinance.

9.01.04 Remote Area: Generators from a specific geographic area may not be required to comply with this Ordinance if the Franchised Hauler demonstrates, and the General Manager concurs, in writing, that a Source Separated Recycling Service is not economically feasible within a specific geographic area.

9.01.05 Outside Approved Franchised Areas: Generators from all areas not included within the areas delineated as Franchised Areas on the Approved Boundary Map for the District, shall not be required to comply with this Ordinance.

9.02 Exemption Application. If the Generator or Franchised Hauler seeks an exemption, an application for such exemption shall be submitted in the form prescribed by the General Manager. After reviewing the exemption request, and after an on-site review, if applicable, the General Manager shall either approve or disapprove the exemption request.

9.03 Cancellation of Recycling Service by a Franchised Hauler is not an exemption under this Ordinance.

SECTION 10. OTHER ACTIONS AND REMEDIES

10.01 No Other Powers Affected - This Ordinance does not do any of the following:

10.01.01 Otherwise affect the authority of the General Manager, or his/her designee, to take any other action authorized by any other provision of law.

10.01.02 Restrict the power of a District Attorney or the Attorney General to bring in the name of the people of California, any criminal proceeding otherwise authorized by law.

10.01.03 Affect in any way existing contractual arrangements, including franchises, permits or licenses, previously granted or entered into between the Franchised Hauler and County.

10.02 Cumulative Remedies - Any remedy provided under this Ordinance is cumulative to any other remedy provided in equity or at law. Nothing in this Ordinance shall be deemed to limit the right of the County or its authorized collection agent(s) to bring a civil action; nor shall a conviction for such violation exempt any person from a civil action brought by the County or its authorized collection agent(s). The fees and penalties imposed under this Ordinance shall constitute a civil debt and liability owing to the County from the persons, firms or corporations using or chargeable for such services and shall be collectible in the manner provided by law.

10.03 Liability - Nothing in this Ordinance shall be deemed to impose any liability upon the District or upon any of its officers or employees, including without limitation, under the Comprehensive Environmental Response, Compensation and Liability act of 1980 (CERCLA).

SECTION 11. FORMS, REGULATIONS AND GUIDELINES

11.01 The General Manager may adopt necessary forms, rules, regulations and guidelines which may be necessary or desirable to aid in the administration of the provisions of this Ordinance, including all necessary policies and procedures for the issuance of the permits, administration of this Ordinance, collection of fees and bonds and/or indemnities, or proof(s) of insurance.

SECTION 12. HAULER ENTITLED TO PAYMENT FOR SERVICES RENDERED

12.01 The Hauler shall be entitled to payment from the Owner for services rendered and in the amounts as specified in a Resolution or Resolutions adopted by the Board. A failure to make timely payment for any service rendered by the Hauler shall constitute a violation of this ordinance and be subject to the penalty provisions herein included.

SECTION 13. LOCATION OF DETACHABLE BIN REQUIREMENTS

13.01 At commercial properties serviced by the District, the detachable bin shall be placed as follows for collection:

13.01.01 Customers adjoining an alley shall place their detachable bin adjacent to but not within the alley, unless otherwise approved by the Hauler.

13.01.02 Customers may utilize one of established levels of collection service. Fees for different levels of service are set by resolution. In special circumstances, the General Manager or designee, may designate detachable bin location.

13.01.02.01 Curbside: Detachable bin shall be placed at the curbside, or equivalent, or adjacent to the alley before five-thirty a.m. on collection days. Sidewalks shall not be blocked.

13.01.02.02 Driveway: Detachable bin shall be placed adjacent to the driveway before five-thirty a.m. on collection days. Driveway clearance must be sufficient to accommodate collection equipment.

13.01.03 Detachable bin located in a permanent enclosure shall be made accessible to the hauler at the designated collection time. This includes removing locks and clearing obstructions so collection vehicle can easily access detachable bin.

SECTION 14. COLLECTION AREA

14.01 A mandatory collection area located within the boundaries of the District, as presently constituted at time of Ordinance passage, and as amended in the future by LAFCO, is established and shall consist of:

14.01.01 All multi-family units of five (5) or more.

14.01.02 All developed properties classified as industrial or commercial.

14.01.03 All institutional entities, such as schools and government buildings.

14.01.04 All other entities determined by the hauler to be businesses.

14.02 Other mandatory collection areas may be established by Ordinance by the District as found to be necessary for the public health and welfare or required to implement state laws.

SECTION 15. LIABILITY FOR PAYMENT OF FEES MANDATORY COLLECTION

15.01 Each owner, occupant or person in possession, charge or control of any collection premises located in a mandatory collection area is hereby made liable jointly and severally for the payment of the recycling collection, processing and disposal fees levied against such premises for required solid waste collection, processing and disposal services, irrespective of the actual use of the service provided by the district or grantee. Services made available to those premises required to receive such service shall be considered as services utilized. It shall be the primary duty of the owner of such premises to provide for the payment of the services.

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SECTION 16. BILLING CYCLE AND PENALTY FOR DELINQUENT PAYMENTS

16.01 Solid waste collection fees may be billed and paid monthly. Payment shall be due upon, and shall become delinquent fifteen (15) days after the date of any billing. A finance charge and late payment penalty as permitted by law shall be added at the end of each month following the delinquency date.

SECTION 17. DISCONTINUATION OF SERVICE

17.01 The District or hauler may discontinue service for any customer whose account remains unpaid for sixty (60) days after the date of billing as long as the customer has received a notice on a form approved by the director of the county stating that service will be discontinued fifteen (15) days from the date of the notice if payment is not made by that time. Upon payment of the delinquent fees, collection shall resume on the next regularly scheduled collection day. Fees shall be continued to be assessed and billed notwithstanding that service has been discontinued and notice of same shall be included in the form sent to the customer.

SECTION 18. FEE A CIVIL DEBT

18.01 The fees levied for service for solid waste and recyclables collection shall constitute a civil debt and liability owing to the District and/or any grantee from the person using or chargeable for such services and shall be collectible in the same manner provided by law.

SECTION 9219. LIEN FOR NINETY (90) DAY DELINQUENCIES

19.01 Mandatory collection fees authorized pursuant to this Ordinance which remain unpaid for a period of ninety (90) or more days after the date upon which they were billed may be collected thereafter by the District as provided herein.

19.02 Once a year, the Board of Directors shall cause to be prepared a report of delinquent fees. The Board shall fix a time, date and place for hearing the report and any objections or protests thereto.

19.03 The board shall cause notice of the hearing to be mailed to the landowners listed on the report not less than ten (10) days prior to the date of the hearing.

19.04 At the hearing, the Board shall hear any objections or protests of landowners liable to be assessed for delinquent fees. The Board may make such revisions or corrections to the report as it deems just, after which by resolution, the report shall be confirmed.

19.05 The delinquent fees set forth in the report as confirmed shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of such delinquent fees. A certified copy of the confirmed report shall be filed with the county tax assessor, on or before August 10, for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the county recorder of the county in which the property is situated, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for such taxes. All laws applicable to the levy, collection and enforcement of county ad valorem property taxes shall be applicable to such assessment, except that if any real property to which such lien would attach has been transferred or conveyed to a Bonafede purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property and the delinquency fees, as confirmed, relating to such property shall be transferred to the unsecured roll for collection.

SECTION 20. APPEALS

20.01 A business who desires to appeal the notice set forth in this Ordinance may appeal to the Board within the twenty (20) calendar days of the post-mark of the Warning Notice by filing a timely written appeal with the General Manager. Timely appeal shall not stay any further solid waste collection or responsibility to pay therefore. The General Manager shall set the matter for hearing before the Board and shall notify the Appellant by mail of the date set for such hearing, at least fifteen (15) days prior to said date. If the Appellant resides outside the District, the above period of notice by mail before the hearing shall be at least twenty-five (25) days. The Appellant shall have the right to appear in person or by an agent, designated in writing, at the hearing, and present oral, and/or written, evidence. The Board shall decide the appeal and shall issue its decision, which shall be in writing.

20.02 The Board shall have authority to make reasonable adjustments in the amount billed or to excuse payment altogether as well as authority to grant ancillary relief. The Board shall have authority to determine that the Hauler shall not be entitled to any payment from the business owner affected. The Board shall have no authority to award monetary damages, costs or attorney's fees. The Owner or person affected may appeal the decision of the Board to the Board within thirty (30) days of the mailing of the written decision of the Board.

SECTION 21. PENALTIES

21.01 It shall constitute an infraction for an owner as defined above to fail to sign up for or to timely pay for solid waste and recycling collection service or to otherwise violate any provision of this ordinance and upon conviction of such violation shall be subject to a fine of \$250.00 for the first offense; \$500.00 for a second violation within a one (1) year period and \$1,000.00 for a third or subsequent violation within a one (1) year period. The additional remedies, penalties and procedures for violations and for recovery of costs related to enforcement provided for in this Ordinance are incorporated herein by this reference. The owner shall also be subject to court action to pay for solid waste collection service furnished to the business located thereon.

SECTION 22. DISCLAIMER OF LIABILITY

22.01 The degree of protection required by this Ordinance is considered to be reasonable for regulatory purposes. The standards set forth in this Ordinance are minimal standards and do not imply that compliance will ensure safe handling of Solid Waste and Recyclable Materials. This Ordinance shall not create liability on the part of the District, or any of its officers or employees for any damages that result from reliance on this Ordinance or any administrative decision lawfully made in accordance with this Ordinance. All persons handling discarded materials within the boundaries of the District should be and are advised to conduct their own inquiry as to the handling of such materials. In undertaking the implementation of this Ordinance, the District is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

SECTION 23. DUTIES ARE DISCRETIONARY

23.01 Subject to the limitations of due process and applicable requirements of State or federal laws, and notwithstanding any other provisions of this Ordinance, whenever the words “shall” or “must” are used in establishing a responsibility or duty of the District, its elected or appointed officers, employees or agents, it is the legislative intent that such words establish a discretionary responsibility or duty requiring the exercise of judgment and discretion.

SECTION 24. SEVERABILITY

24.01 If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decisions shall not affect the validity of the remaining portions of this Ordinance.

SECTION 25. PUBLICATION AND POSTING

25.01 The Secretary of the Board is hereby directed to cause a summary of this Ordinance to be published at least five (5) days prior to the date of adoption hereof in a newspaper of general circulation printed and a copy of the full text must be posted at the District office at least five (5) days prior to the meeting. The full text of this Ordinance must be published within ten (10) days after adoption with the names of the directors voting for and against the adoption and must likewise be posted at the District office.

SECTION 26. EFFECTIVE DATE

26.01 This Ordinance shall become effective thirty (30) days after its adoption.
APPROVED AND ADOPTED this 2nd day of April 2019.

President of the Wrightwood
Community Services District and
of the Board of Directors thereof.

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

I, _____, Secretary of the Board of Directors of the Wrightwood Community Services District, do hereby certify that the foregoing Ordinance, being Ordinance No. 2019-02 was duly adopted by the Board of Directors of said District at a regular meeting of said Board held on April 2, 2019, and that it was so adopted by the following vote:

AYES:
NOES:

ABSENT:

ATTEST: _____
Secretary of the Wrightwood
Community Services District and
of the Board of Directors thereof.

ITEM 19

DECLARE SURPLUS DISTRICT PROPERTY

DISCUSSION AND POSSIBLE ACTION



The District recently purchased 100 padded folding chairs to replace 50 red solid leg chairs that were left behind over 20 years ago by a church that has been using the community building and 24 plastic 6' folding leg tables to replace 12 12' center folding tables. Both the chairs and tables no longer serve a purpose to the District and we do not have storage space for them. The condition of the chairs is very worn and stained coverings that need to be replaced at an estimated cost of \$35-40 per chair along with the cost of transportation to an upholsterer. The tables are tall when folded, heavy and cumbersome to move. There have been occasion of one falling over when being moved to a location within the community center. The tables have no cost history and no one know how or when they were first used. They are inspected weekly and often need adjustment or repair.

The General Manager ask the Board to declare the tables and chairs as salvage and allow the General Manager to post their availability to any non-profit in the Wrightwood community first and if there are units still available after the locals have either taken the units for tier use or showed not to be interested that the units could become available outside of the District

Currently we are contacting all the known non-profits within the District and will provide the results to the Board as soon as possible.

Thank you

Al Morrissette

ITEM 20

DIRECTORS COMMENTS



ITEM 21

FUTURE BOARD MEETING

JUNE 4, 2019

DISCUSSION

AND

POSSIBLE ACTION



ITEM 22

ADJOURNMENT

