

# Item #10

## WVF Donation Funds Disbursement Agreement



## **PARK DONATION FUNDS DISBURSEMENT AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_ day of March, 2022, by and between WRIGHTWOOD COMMUNITY SERVICES DISTRICT, a public agency (hereinafter "WCSD"), and WRIGHTWOOD VILLAGE FOUNDATION, a California non-profit corporation (hereinafter "FOUNDATION").

### **RECITALS**

A. WCSD is a Community Services District organized and operating pursuant to California Government Code Section 61000 et seq.

B. FOUNDATION is a California non-profit corporation organized and operating pursuant to Internal Revenue Code Section 501(c)(3).

C. WCSD seeks to repair, replace, renovate, and restore certain playground equipment located at the Hollis Stewart Park situated within WCSD's jurisdictional boundaries ("PROJECT").

D. WCSD intends to fund the costs of the PROJECT through a combination of its own monies, grant funds from the State of California, and private donations.

E. The FOUNDATION has assisted WCSD in its fund-raising efforts and in the collection of private donations for the PROJECT, and has received the sum of \$ \_\_\_\_\_ ("FUNDS") for the PROJECT on behalf of WCSD.

F. The FOUNDATION now wishes to disburse the FUNDS to WCSD, and WCSD wishes to accept the FUNDS from the FOUNDATION, on the terms and conditions set forth in this Agreement.

### **COVENANTS**

NOW THEREFORE, in consideration of the preceding Recitals and the mutual Covenants contained herein, the parties hereto agree as follows:

Section 1. DISBURSEMENT OF FUNDS. ~~Concurrently with~~ Upon request of WCSD following the execution of this Agreement, the FOUNDATION hereby shall transfers to WCSD, and WCSD hereby shall accepts, ~~the entirety all or any portion of the FUNDS, in full and without~~ deduction, in accordance with the terms and conditions contained in this Agreement.

Section 2. RESPECTIVE OBLIGATIONS.

a. The FOUNDATION shall be responsible for complying with all applicable legal and/or contractual requirements concerning its receipt, handling, management, accounting, and

disbursement of the FUNDS during the time that the FOUNDATION has been in possession of all or any portion of the FUNDS, and shall be responsible for furnishing all requested and/or necessary tax documentation to WCSD, to any and all parties who contributed monies to the FUND, and to any and all governmental agencies with oversight in connection therewith.

b. ~~WCSD shall be responsible for complying with all applicable legal and/or contractual requirements concerning its receipt, handling, management, accounting, and disbursement of the FUNDS during the time that WCSD is in possession of the FUNDS only for the purpose of paying costs incurred by WCSD in connection with the PROJECT.~~

Section 3. LIABILITY FOR DAMAGES.

a. WCSD shall not be held liable or responsible for any debts or claims that may arise from the acts or omissions of the FOUNDATION.

b. The FOUNDATION shall not be held liable or responsible for any debts or claims that may arise from the acts or omissions of WCSD.

Section 4. HOLD HARMLESS.

a. Excepting the sole negligence or willful misconduct of WCSD, the FOUNDATION shall indemnify and hold WCSD and its officers, directors, agents, and employees harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from any and all acts or omissions on the part of the FOUNDATION and/or its officers, directors, shareholders, partners, assignees, volunteers, agents, representatives, and employees in connection with their receipt, handling, management, accounting, and disbursement of the FUNDS during the time that the FOUNDATION has been in possession of all or any portion of the FUNDS, and/or the performance of the FOUNDATION's obligations under this Agreement, and defend WCSD and its officers, directors, agents and employees from any suits or actions at law or in equity for damages, and pay all court costs and counsel fees in connection therewith.

b. Excepting the sole negligence or willful misconduct of the FOUNDATION, WCSD shall indemnify and hold the FOUNDATION and its officers, directors, agents, and employees harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from any and all acts or omissions on the part of WCSD and/or its officers, directors, assignees, agents, contractors, consultants, and employees in connection with the construction of the PROJECT, WCSD's receipt, handling, management, accounting, and disbursement of the any portion of the FUNDS during the time that WCSD is in possession of the FUNDS received from the FOUNDATION, and/or the performance of WCSD's obligations under this Agreement, and defend the FOUNDATION and its officers, directors, agents and employees from any suits or actions at law or in equity for damages, and pay all court costs and counsel fees in connection therewith.

Section 5. MUTUAL COOPERATION. In the event that the PROJECT is discontinued prior to WCSD's expenditure of the FUNDS, WCSD and the FOUNDATION shall cooperate in good faith with respect to any return and/or refund of all or any portion of the FUNDS to donor(s).

Section 6. INUREMENT. This Agreement and all provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 7. ASSIGNMENT. This Agreement may not be assigned to any individual or entity without the written consent of the parties hereto.

Section 8. INTEGRATION AND AMENDMENT. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral or written, between the parties in connection therewith.

Section 9. CAPTIONS. The captions of 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.

Section 10. INTERPRETATION AND ENFORCEMENT. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty or ambiguity contained herein shall not be interpreted against any one party. This Agreement shall be enforced and governed by and under the laws of the State of California, and venue for any action brought to interpret and/or enforce any provision of this Agreement shall be in a state court located in the County of San Bernardino, State of California.

Section 11. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

Section 12. TIME OF THE ESSENCE. Time is of the essence in this Agreement, and the parties hereto agree to proceed in good faith, with due diligence, to complete all covenants and conditions set forth herein and to perform such further acts as is reasonably necessary to effectuate the purpose of this Agreement.

Section 13. AUTHORITY. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is fully and duly authorized and empowered to so execute on behalf of such party, and that this Agreement is binding in the manner set forth in Section 6 hereof.

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

WCSD

FOUNDATION

By: \_\_\_\_\_  
Leo Hordyk, President  
Wrightwood Community Services District

By: \_\_\_\_\_  
Bruce LaClaire, President  
Wrightwood Village Foundation

# Item #11

## Construction of Hollis Stewart Park Renovation Project



The Ad-Hoc Committee will give an update at the Board meeting.

# Item #12

## Lion's Club Request for Easter Egg Hunt Sponsorship







# TIMBERLINE LIONS CLUB

PO Box 444  
Wrightwood CA 92397



March 31, 2022

Wrightwood Community Services District

Dear Community members,

The Timberline Lions Club will be hosting the Easter Egg Hunt with the Fire Station #14, on April 17, 2022, for the community children. We are asking for a contribute toward the Egg Hunt in the amount of \$100 for candy and prizes.

Please consider joining us in sponsoring this event. A donation will make a huge difference in our ability to plan and execute this event. This is not a fundraiser but is a FUN raiser!

The community's children will truly enjoy this Hunt after two years of masking up.

Thank you,

Vicky Rinek  
Timberline Lions Director

# Item #13

## Development of Parks Ordinance



Discuss possible "No Skateboard's etc." Ordinance for the parks, as requested by the Veteran's Committee.

# Item #14

## Annual Solid Waste Management Disposal Facility Fees



**PUBLIC NOTICE**

**WRIGHTWOOD COMMUNITY SERVICES DISTRICT  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Board of Directors of the Wrightwood Community Services District ("WCSD") will hold a public hearing on **May 3, 2022, at 5:30 p.m.**, to consider the adoption of a Resolution to establish, fix, and levy a Solid Waste Management Disposal Facility Fee within WCSD's boundaries for fiscal year 2022-2023. Such action has been authorized by the Local Agency Formation Commission for San Bernardino ("LAFCO") pursuant to LAFCO Proposal No. 3202 that was approved pursuant to LAFCO Resolution No. 3245 that was adopted 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. Specifically, the approval of LAFCO Proposal No. 3202 included the authority of WCSD to impose the Solid Waste Management Disposal Facility Fee on all parcels within WCSD's boundaries to fund the "dump card" for use at the County of San Bernardino transfer station or landfill. No change in the amount of the Solid Waste Management Disposal Facility Fee, or the methodology used to calculate said Solid Waste Management Disposal Facility Fee, already levied by WCSD for 2021-2022 is being proposed by WCSD for 2022-2023.

Before taking final action on the Resolution, WCSD's Board of Directors will hear and consider all public testimony, comments, objections, and protests during the public hearing at the above date and time before taking final action on whether or not to adopt the proposed Solid Waste Management Disposal Facility Fee. WCSD welcomes and encourages your participation at the public hearing. Any person may appear at that meeting to be heard regarding the proposed action.

Pursuant to Assembly Bill 361, members of the Board of Directors will attend the meeting either in-person or via video conference. As a result, both in-person and video-conference access to the meeting will also be available for all members of the public who wish to attend and/or participate in the hearing. Interested members of the public are encouraged to visit the District's website at [www.wrightwoodcsd.org](http://www.wrightwoodcsd.org) for information and details regarding the manner in which this hearing will be conducted.

Copies of the proposed Resolutions are available upon request. If you have any questions regarding the Resolution and/or the proposed Solid Waste Management Disposal Facility Fee, or would like additional information concerning this matter, please contact Tamie Keen, WCSD's Acting General Manager, at (760) 249-3205 during regular business hours.

Dated: April \_\_, 2022

**RESOLUTION NO. 2022-05**

**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 SAN BERNARDINO COUNTY  
FOR 2022-23**

**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 2021-2022 will be assessed in 2022-2023 pursuant to this Resolution.

**WHEREAS**, beginning on or about \_\_\_\_\_, 2022, the District published a Notice of Public Hearing concerning the Board's intent to adopt the Fee for 2022-2023 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 \_\_\_\_\_, 2022, at 5:30 p.m., 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 2021-2022 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 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 2022-2023 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 \_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors



LA POC 3202

Reorganization to Include Portion of the Wrightwood Council City Service District and Dissolution of County Service Area 53

Those portions of the County of San Bernardino and the County of Los Angeles, State of California, lying within Sections 2, 4, 6 through 10, 15 through 23, Township 3 North, Range 7 West, San Bernardino Meridian, and Sections 1, 12, 19, Township 3 North, Range 8 West, San Bernardino Meridian, described as follows:

Beginning at the northwest corner of Section 2, 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 6 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 5309.79 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 5490.28 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 5332.89 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 5235.91 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 2476.02 feet, more or less, to the south quarter corner of said Section 22,

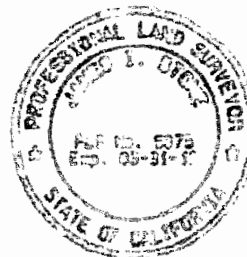
12. Thence continuing westerly along the south line of said Section 22 a distance of 2776.79 feet, more or less, to the southeast corner of Section 21, Township 3 North, Range 7 West, S.B.M.;
13. Thence westerly along the south line of said Section 22 a distance of 5376.58 feet, more or less, to the 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 18, Township 3 North, Range 7 West, S.B.M.;
15. Thence westerly along the south line of said Section 18 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 2679.21 feet, more or less to the northwest corner of said Section 19;
18. Thence easterly along the west line of said Section 19 a distance of 534.68 feet, more or less, to the southeast corner of Section 18, Township 3 North, Range 8 West, S.B.M.;
19. Thence westerly along the south line of said Section 18 a distance of 4752.09 feet, more or less, to the southwest corner of said Section 18;
20. Thence northerly along the west line of said Section 18 a distance of 2576.20 feet, more or less, to the west quarter corner of said Section 18;
21. Thence continuing northerly along the west line of said Section 18 a distance of 2701.36 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 2607.53 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 1925.96 feet, more or less, to the east line of the west half of the northwest quarter of the southeast quarter of said Section 1;

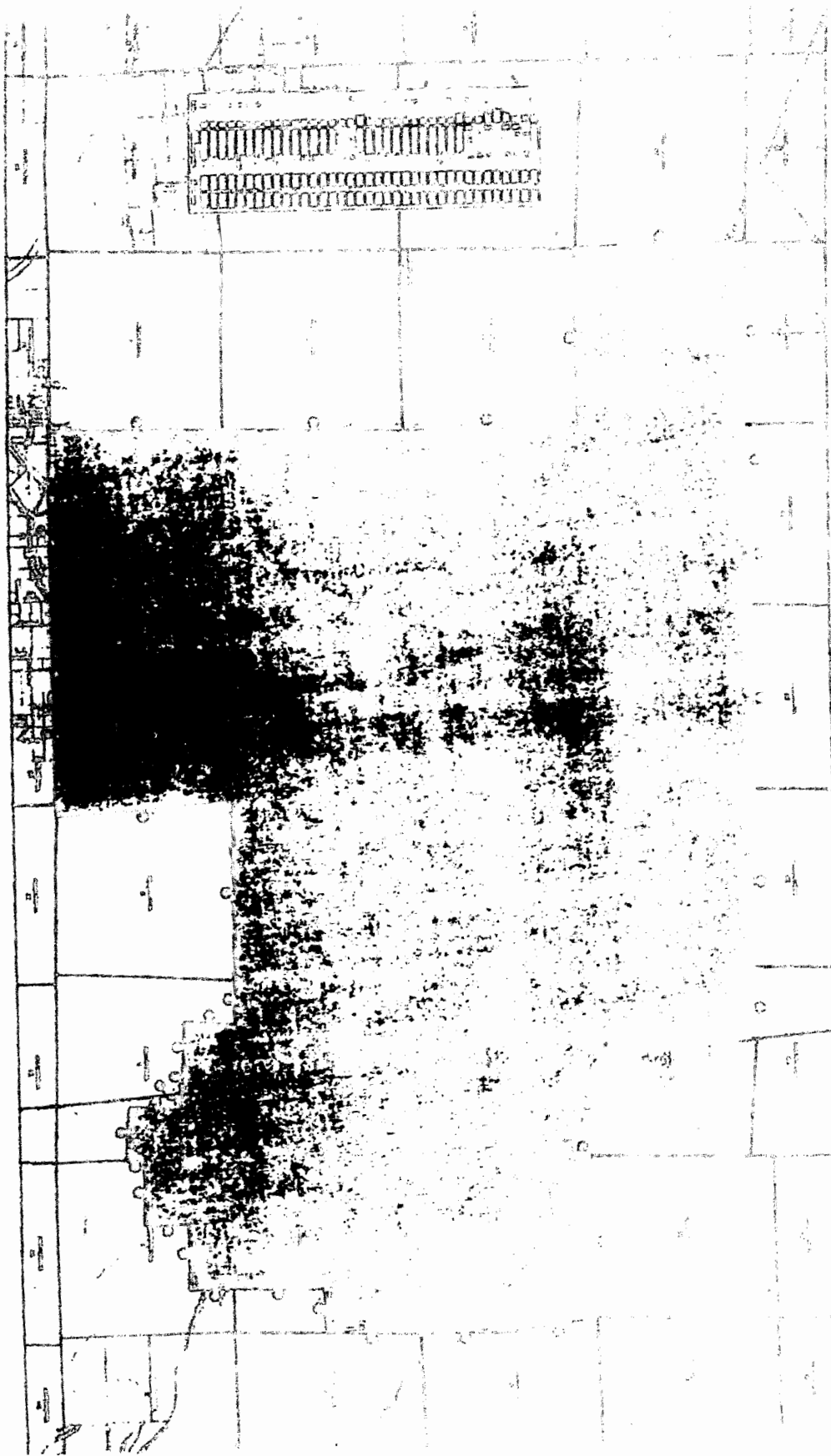
- 27. Thence northerly along said east line a distance of 1217.97 feet, more or less, to the north line of the south half of said Section 6;
- 28. Thence easterly along said north line a distance of 1935.41 feet, more or less, to the west line of Section 6, Township 8 North, Range 7 West, S.M.L.;
- 29. Thence northerly along the west line of said Section 6 a distance of 552.99 feet;
- 30. Thence South 08°26'27" East a distance of 1495.40 feet;
- 31. Thence South 02°29'05" West a distance of 1477.22 feet;
- 32. Thence South 78°55'40" East a distance of 453.19 feet, more or less, to the San Bernardino County/Los Angeles County boundary line;
- 33. Thence North 08°22'02" West along said boundary line a distance of 62.62 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 06°20'54" East along said south line a distance of 633.72 feet, more or less, to the east line of the west half of said Section 6;
- 35. Thence South 09°09'41" East along said south line a distance of 1226.69 feet, more or less, to the west line of the east half of the east half of said Section 6;
- 36. Thence South 03°12'09" West along said west line a distance of 1549.64 feet, more or less, to the north line of said Section 6;
- 37. Thence easterly along the north line of said Section 6 a distance of 1931.49 feet, more or less, to the Point of Beginning.

Containing 10,798.51 acres, more or less.

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

  
 \_\_\_\_\_ 03/24/2016  
 James J. Stone Date  
 Deputy County Surveyor  
 PLS 9075, Expired: 1/30/2013





FOR QUESTIONS REGARDING THIS MAP OR TO OBTAIN A COPY OF THIS MAP OR ELECTRONIC FORM, PLEASE CONTACT JAVCO FOR SAN FERNANDO COUNTY.

JAVCO  
 1150 S. GATEWAY AVENUE  
 SAN FERNANDO, CA 91340  
 TEL: (818) 261-1100  
 FAX: (818) 261-1101  
 WWW: WWW.JAVCO.CA.GOV

Table B

<u>LAND CODE</u>	<u>DESCRIPTION</u>	<u>RATE</u>
0510	Single Family Residence (suitable for permanent use)	\$ 65.14
0511	Residence Other (not suitable for permanent use)	\$ 42.57
0520	Mobile home on lot and not in a subdivision	\$ 65.14
0525	Mobile home on lot and in a subdivision	\$ 65.14
0526	Mobile home on a powerline foundation	\$ 65.14
0533	Time share	\$ 65.14
0534	Attached single-family residence (common wall)	\$ 65.14
0535	Zero lot line single-family residence	\$ 65.14
0599	Miscellaneous residential structure	\$ 65.14
0800	Two single-family residences	\$ 170.28
0801	Three single-family residences	\$ 255.42
0802	Four single-family residences	\$ 340.56
0803	Duplex	\$ 170.28
0804	Triplex	\$ 255.42
0805	Quad	\$ 340.56
0610	Multi single-family residences (5 to 14 units)	\$ 426.70
9999	No services provided	\$ 0.00

**RESOLUTION NO. 2022-06**

**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 2022-23**

**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 2017-2018 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, 2019-2020, and 2020-2021, 2021-2022, and wishes to continue to levy the Fee for 2022-2023 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 2022-2023 pursuant to this Resolution.

**WHEREAS**, beginning on or about \_\_\_\_\_, 2022, the District published a Notice of Public Hearing concerning the Board's intent to adopt the Fee for 2022-2023 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 \_\_\_\_\_, 2022, at 5:30 p.m., 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 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 2022-2023 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

LAFCO 1270

Reorganization to Euclidean Zoning of the Wrightwood Community Services District and Disincorporation of County Service Area 50

Those portions of the County of San Bernardino and the County of Los Angeles, State of California, lying within Sections 5/ 6 through 20, 15 through 23, Township 3 North, Range 7 West, San Bernardino Meridian, and Sections 1, 12, 13, Township 3 North, Range 6 West, San Bernardino Meridian, described as follows:

Beginning at the northwest corner of Section 6, 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 6 a distance of 5276.52 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 5480.29 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 20, Township 3 North, Range 7 West, S.B.M.;
6. Thence southerly along the east line of said Section 20 a distance of 5322.89 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 5170.58 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 5286.57 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 2776.67 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 2776.79 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 5576.98 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 2153.76 feet, more or less, to the San Bernardino County/Los Angeles County boundary line;
16. Thence North  $04^{\circ}05'25''$  West along said boundary line a distance of 4952.52 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 2578.22 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 591.68 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 4752.01 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 2607.53 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 2766.12 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 1609.62 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 1975.07 feet, more or less, to the east line of the west half of the northwest quarter of the southeast corner of said Section 1;

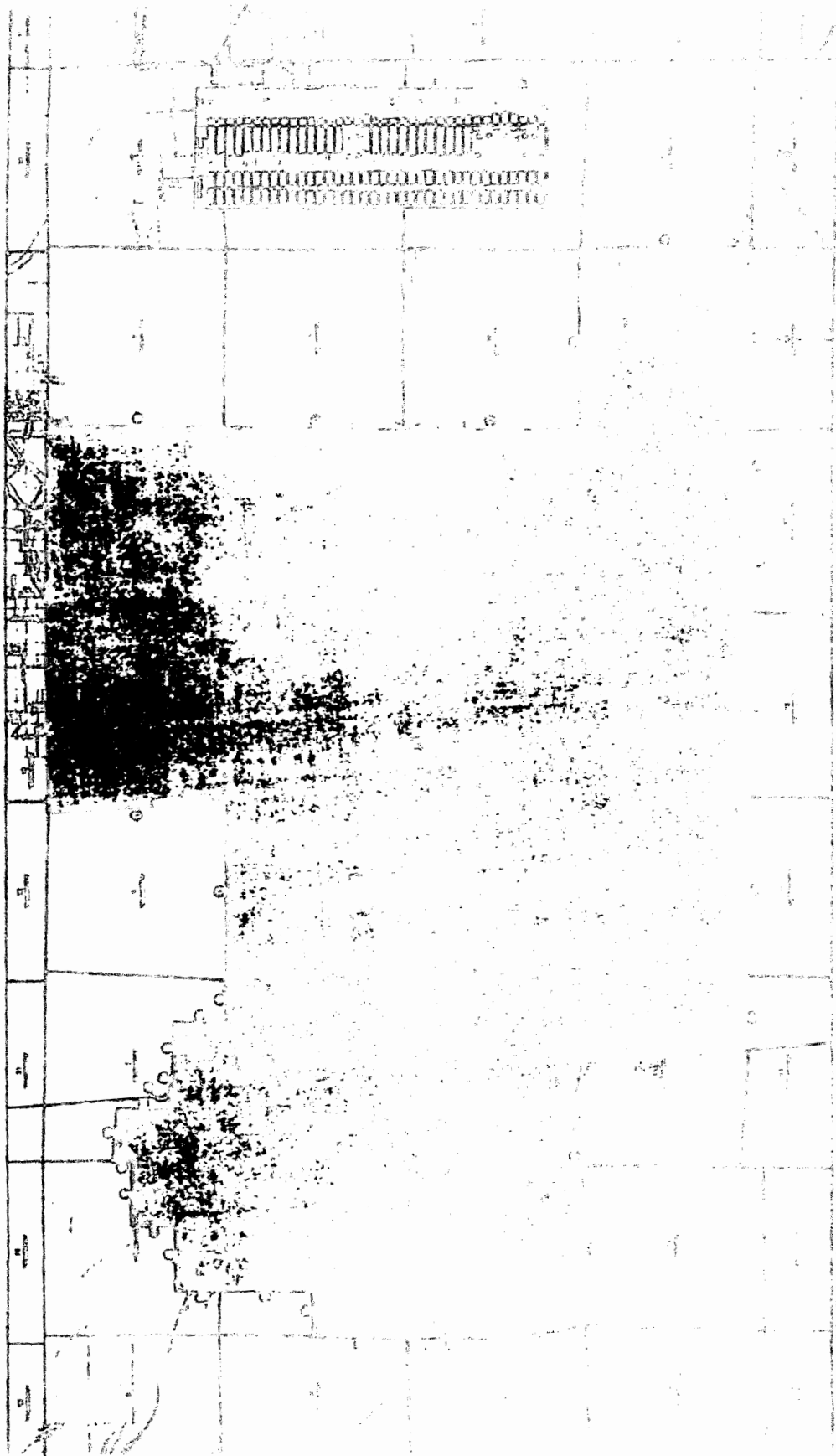
- 17. Thence northerly along the east line a distance of 1313.51 feet, more or less, to the north line of the north half of said Section 6;
- 18. Thence easterly along said north line a distance of 1585.47 feet, more or less, to the west line of Section 6, Township 5 North, Range 7 West, S 1 24;
- 19. Thence northerly along the west line of said Section 6 a distance of 512.89 feet;
- 20. Thence South 68°16'31" East a distance of 548.17 feet;
- 21. Thence South 62°28'08" West a distance of 1077.29 feet;
- 22. Thence South 78°56'41" East a distance of 456.28 feet, more or less, to the St. Bernandino County/Las Angeles County boundary line;
- 23. Thence North 03°21'01" West along said boundary line a distance of 62.61 feet more or less, to the north line of the north half of the south half of said Section 6;
- 24. Thence leaving said boundary line South 00°14'15" East along said north line a distance of 802.72 feet, more or less, to the east line of the west half of said Section 6;
- 25. Thence South 89°08'42" East along said east line a distance of 2324.60 feet, more or less, to the west line of the east half of the east half of said Section 6;
- 26. Thence South 00°12'08" West along said west line a distance of 1535.64 feet, more or less, to the south line of said Section 6;
- 27. Thence easterly along the south line of said Section 6 a distance of 1322.60 feet, more or less, to the Point of Beginning.

Containing 10,720.53 acres, more or less

This legal description was prepared by me or under my direction

  
 \_\_\_\_\_  
 James H. Blair Date  
 Deputy County Surveyor  
 PLS 0075, Expires on 01/31/2011





This drawing is a technical sketch of a building floor plan. It shows a large rectangular area with a central shaded region. At the top, there are two rows of rectangular structures, possibly representing a roof or a specific architectural feature. The drawing includes various lines and annotations typical of a technical sketch.

THE DRAWING IS A TECHNICAL SKETCH OF A BUILDING FLOOR PLAN. IT SHOWS A LARGE RECTANGULAR AREA WITH A CENTRAL SHADED REGION. AT THE TOP, THERE ARE TWO ROWS OF RECTANGULAR STRUCTURES, POSSIBLY REPRESENTING A ROOF OR A SPECIFIC ARCHITECTURAL FEATURE. THE DRAWING INCLUDES VARIOUS LINES AND ANNOTATIONS TYPICAL OF A TECHNICAL SKETCH.

Table 3

<u>USE CODE</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
0510	Single Family Residence, finished for 1-2 occupant unit	\$ 48,000
0511	Residence, Cabin (miscellaneous for particular use)	\$ 48,000
0520	Mobile home on lot, not in a subdivision	\$ 80,000
0525	Mobile home on lot, land in a subdivision	\$ 85,000
0526	Mobile home on a parcel of land	\$ 85,000
0533	Time share	\$ 85,000
0534	Attached single-family residence (other than row)	\$ 85,000
0535	Zero lot line single-family residence	\$ 85,000
0599	Miscellaneous residential structure	\$ 85,000
0600	Two single-family residences	\$ 170,000
0601	Three single-family residences	\$ 255,000
0602	Four single-family residences	\$ 340,000
0603	Duplex	\$ 170,000
0604	Triplex	\$ 255,000
0605	Quad	\$ 340,000
0610	Multi single-family residence, 15 or 14 units	\$ 425,000
9999	No answer provided	\$ 0.00

# Item #15

## Recess to Closed Session



# Item #16

## Return to Open Session





# Item #17

## Directors Comments



# Adjournment



# Future Regular Board Meeting

May 03, 2022 –5:30pm

