

Amended Agenda

**HESPERIA CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
HOUSING AUTHORITY
COMMUNITY DEVELOPMENT COMMISSION
WATER DISTRICT**

Green Sheet Item #5 updated after the posting of the agenda



Meeting Agenda

Tuesday, October 7, 2025

Closed Session - 5:30 PM

Regular Meeting - 6:30 PM

**City Council Chambers
9700 Seventh Ave., Hesperia CA, 92345
City Clerk's Office: (760) 947-1007**

City Council Members

**Allison Lee, Mayor
Cameron Gregg, Mayor Pro Tem
Brigit Bennington, Council Member
Chris Ochoa, Council Member
Josh Pullen, Council Member**

**Rachel Molina, City Manager
Pam K. Lee, City Attorney**



NOTE: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (760) 947-1007 or (760) 947-1026. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

To leave a Public Comment by phone, call and leave a recorded message at (760) 947-1026 up to 5:30 pm on the day of the scheduled meeting. City Council meetings may be viewed live or after the event on the City's website at www.cityofhesperia.us.

**REGULAR MEETING AGENDA
HESPERIA CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
HESPERIA HOUSING AUTHORITY
HESPERIA COMMUNITY DEVELOPMENT COMMISSION
HESPERIA WATER DISTRICT**

9700 7th Avenue, Council Chambers, Hesperia, CA 92345

As a courtesy, please silence your cell phones and other electronic devices while the meeting is in session. Thank you.

Prior to action of the Council, any member of the audience will have the opportunity to address the legislative body on any item listed on the agenda, including those on the Consent Calendar.

Individuals wishing to speak during General Public Comments or on a particular numbered item must submit a speaker slip to the City Clerk with the agenda item noted. Speaker slips should be turned in prior to the public comment portion of the agenda or before an agenda item is discussed. Comments will be limited to three minutes for General Public Comments, Consent Calendar items and New Business items. Comments are limited to five minutes for Public Hearing items.

In compliance with the Brown Act, the City Council may not discuss or take action on non-agenda items or engage in question and answer sessions with the public. The City Council may ask brief questions for clarification; provide a reference to staff or other resources for factual information and direct staff to add an item to a subsequent meeting.

CLOSED SESSION - 5:30 PM

Roll Call

*Mayor Allison Lee
Mayor Pro Tem Cameron Gregg
Council Member Brigit Bennington
Council Member Chris Ochoa
Council Member Josh Pullen*

Conference with Legal Counsel - Potential Litigation:
Government Code Section 54956.9(d)2

1. One (1) Case

CALL TO ORDER - 6:30 PM

A. Invocation

B. Pledge of Allegiance to the Flag

C. Roll Call

*Mayor Allison Lee
Mayor Pro Tem Cameron Gregg
Council Member Brigit Bennington*

Council Member Chris Ochoa
Council Member Josh Pullen

D. Agenda Revisions and Announcements by City Clerk

E. Closed Session Reports by City Attorney

ANNOUNCEMENTS/PRESENTATIONS

1. Presentation on City Council Chambers Upgrades by Rita Perez, Deputy Human Resources/Information Technology Director.

GENERAL PUBLIC COMMENTS (For items and matters not listed on the agenda)

Individuals wishing to speak during General Public Comments or on a particular numbered item are requested to submit a speaker slip to the City Clerk with the agenda item noted. Speaker slips should be turned in prior to the public comment portion of the joint agenda or before an agenda item is discussed. Comments will be limited to three minutes for General Public Comments, Consent Calendar items and New Business items. Comments are limited to five minutes for Public Hearing items.

In compliance with the Brown Act, the City Council may not discuss or take action on non-agenda items or engage in question and answer sessions with the public. The City Council may ask brief questions for clarification; provide a reference to staff or other resources for factual information and direct staff to add an item to a subsequent meeting.

JOINT CONSENT CALENDAR

1. Page 7 Consideration of the Draft Minutes from the Regular Meeting held Tuesday, September 16, 2025

Recommended Action:

It is recommended that the City Council approve the Draft Minutes from the Regular Meeting held Tuesday, September 16, 2025.

Staff Person: Assistant City Clerk Jessica Giber

Attachments: [Draft CC Min 2025-09-16](#)

2. Page 13 Warrant Run Report (City- Successor Agency- Housing Authority- Community Development Commission- Water)

Recommended Action:

It is recommended that the Council/Board ratify the warrant run and payroll report for the City, Successor Agency to the Hesperia Community Redevelopment Agency, Hesperia Housing Authority, Community Development Commission, and Water District.

Staff Person: Assistant City Manager Casey Brooksher

Attachments: [SR Warrant Run 10-7-2025](#)
[Attachment 1 - Warrant Run](#)

3. Page 15 Award Professional Service Agreements for On-Call Engineering Design, Construction Management, and Inspection Services

Recommended Action:

It is recommended that the City Council and Board of Directors of the Hesperia Water District approve the award of Professional Services Agreements (PSAs) to six (6) firms to provide On-Call Engineering Design, Construction Management, and Inspection Services for an initial three (3) year term, in an amount not-to-exceed \$500,000 per agreement and authorize the City Manager or her designee to execute the PSA's and any other necessary documents related thereto:

Engineering Design, Construction Management, and Inspection Services

AnGenious	\$500,000
ERSC	\$500,000
GHD	\$500,000
Michael Baker International	\$500,000
Psomas	\$500,000
Transtech	\$500,000

Staff Person: Director of Public Works/City Engineer Cassandra Sanchez

Attachments: [SR On-Call Engineering Design 10-7-2025](#)
[Attachment 1 - AnGenious Fee Schedule](#)
[Attachment 2 - ERSC Fee Schedule](#)
[Attachment 3 - GHD Fee Schedule](#)
[Attachment 4 - Michael Baker Fee Schedule](#)
[Attachment 5 - Psomas Fee schedule](#)
[Attachment 6 - Transtech Fee Schedule](#)

4. Page 25 Acceptance of American Rescue Plan Act (ARPA) Grant - Water Service Line Replacement Project II

Recommended Action:

It is recommended that the City Council accept the completed Water Service Line Replacement Project II project and authorize staff to record a "Notice of Completion" and release all withheld retention amounts after a minimum of thirty (30) calendar days from the date of recordation.

Staff Person: Director of Public Works/City Engineer Cassandra Sanchez

Attachments: [SR Water Service Line Replacement Project II 10-7-2025](#)
[Attachment 1 - Notice of Completion](#)

5. Page 29

Final Tract Map No. 18989-3

Recommended Action:

It is recommended that the City Council adopt Resolution No. 2025-38 approving Final Tract Map No. 18989-3 to amend Tentative Tract Map No. 18989 to reflect the following modifications:

- 1) Expansion of Lot 23 to accommodate a proposed Wastewater Treatment Plant that was originally approved as part of the Tapestry Specific Plan;
- 2) Revision of the overall tract boundary and total acreage to incorporate an additional 1.9 acres, consistent with the approved improvement plans reflecting the re-alignment of Kennedy Meadows; and
- 3) Reconfiguration of lot numbering and other minor adjustments to ensure consistency with recorded maps (Applicant: Silverwood Development Phase I, LLC).

Staff Person: Administrative Analyst Dena Alcayaga

Attachments: [SR Final Tract Map No. 18989-3 10-7-25](#)
[Resolution 2025-38](#)
[Attachment 2 - Final Tract Map No. 18989-3](#)

6. Page 41

Final Tract Map No. 20581

Recommended Action:

It is recommended that the City Council adopt Resolution No. 2025-37 approving Final Tract Map No. 20581 to subdivide one parcel into 74 lots and five lettered lots on approximately 10.9-acres located at the southwest corner of Sultana Street and G Avenue (Applicant: Park View Trails, LLC APN: 0410-221-08).

Staff Person: Administrative Analyst Dena Alcayaga

Attachments: [SR Final Tract Map No. 20581 10-7-2025](#)
[Resolution 2025-37](#)
[Attachment 2 - Final Tract Map No. 20581](#)

NEW BUSINESS

7. Page 47

Award Construction Contract for the annual Street Improvement Projects, Construction Order Nos. 7167 and 7177

Recommended Action:

It is recommended that the City Council:

- 1) Award a construction contract for the annual Street Improvement Projects (Construction Order Nos. 7167 and 7177) to the lowest responsive/responsible bidder, Onyx Paving Company, Inc. for the total bid amount of \$3,760,919;
- 2) Approve a 10% contingency in the amount of \$376,092 for a total not-to-exceed contract amount of \$4,137,011;
- 3) Authorize the City Manager or designee to execute the contract and any documents related thereto.

Staff Person: Director of Public Works/City Engineer Cassandra Sanchez

Attachments: [SR Award of annual Street Improvement Projects 10-7-2025](#)

8. Page 51

Award Construction Contract for the FY 2023-24 CDBG Street Improvements, C.O. No. 7172 Project

Recommended Action:

It is recommended that the City Council authorize the City Manager to:

1. Adopt Resolution No. 2025-40 amending the Fiscal Year (FY) 2025-26 Capital Improvement Budget by appropriating \$94,000 to Fund 204
2. Award a construction contract for the FY 2023-24 CDBG Street Improvements, C.O. No. 7172 project to the lowest responsive/responsible bidder, LCR Earthwork & Engineering, Corp. for the bid amount of \$1,264,560; approve an additional 10% contingency in the amount of \$126,456, for a not-to-exceed total construction contract amount of \$1,391,016; and
3. Authorize the City Manager to execute the contract.

Staff Person: Director of Public Works/City Engineer Cassandra Sanchez

Attachments: [SR CDBG Street Improvements FY 2023-24 10-7-2025](#)
[Resolution 2025-40](#)

9. Page 55

Hesperia Water District Residential Delinquent Account Process

Recommended Action:

It is recommended that the City Council and Board of Directors of the Hesperia Water District receive and file this report regarding the District's current process for collection of delinquent residential water accounts, including the lien procedure, and property owner responsibility established under Hesperia Municipal Code Title 14.02.080.

Staff Person: Assistant City Manager Casey Brooksher

Attachments: [SR Residential Delinquent Customer Process 10-7-2025](#)
[Attachment 1 - Senate Bill 998](#)
[Attachment 2 - Amendments to Title 14 SR and Attachments \(01-07-20\)](#)
[Attachment 3 - Amendments to Title 14 SR and Attachments \(6-21-22\)](#)

COUNCIL COMMITTEE REPORTS AND COMMENTS

The Council may report on their activities as appointed representatives of the City on various Boards and Committees and/or may make comments of general interest or report on their activities as a representative of the City.

CITY MANAGER/CITY ATTORNEY/STAFF REPORTS

The City Manager, City Attorney or staff may make announcements or reports concerning items of interest to the Council and the public.

ADJOURNMENT

I, Jessica Giber, Assistant City Clerk of the City of Hesperia, California do hereby certify that I caused to be posted the foregoing agenda on Thursday, October 2 at 5:30 p.m. pursuant to California Government Code §54954.2.

Jessica Giber, Assistant City Clerk

Documents produced by the City and distributed less than 72 hours prior to the meeting regarding items on the agenda will be made available in the City Clerk's Office during normal business hours.



City of Hesperia Meeting Minutes – Draft City Council

City Council Chambers
9700 Seventh Ave.
Hesperia CA, 92345

Tuesday, September 16, 2025

6:30 PM

**REGULAR MEETING AGENDA
HESPERIA CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
HESPERIA HOUSING AUTHORITY
HESPERIA COMMUNITY DEVELOPMENT COMMISSION
HESPERIA WATER DISTRICT**

CLOSED SESSION – 6:00PM

Conference with Legal Counsel - Potential Litigation:
Government Code Section 54956.9(d)2

1.One (1) Case

CALL TO ORDER - 6:35 PM

A. Invocation

B. Pledge of Allegiance to the Flag

C. Roll Call

Present:5 – Mayor Lee, Mayor Pro Tem Gregg, Council Member Bennington, Council Member Ochoa and Council Member Pullen

D. Agenda Revisions and Announcements by City Clerk

E. Closed Session Reports by City Attorney

ANNOUNCEMENTS/PRESENTATIONS

1. Presentation of Recognition to resident Marshawn Swims, Neighborhood Pride Enhancement Program Honoree.
2. Presentation of Recognition of former City Council Advisory Committee Member, Cody Gregg by appointing Council Member Chris Ochoa.
3. City Council Presentation to Deputy Nester Sosa, Fire Captain Chris Mercado, Engineer James Guffey, and

Firefighter/Paramedic Cody Parker recognizing them for their commitment to duty during a residential fire that resulted in saving a life.

GENERAL PUBLIC COMMENTS (For items and matters not listed on the agenda)

The following people commented:

Bob Nelson

Lisa

Kimberly Koonce

Gina Whelan

JOINT CONSENT CALENDAR

A motion was made by Gregg, seconded by Ochoa that the Joint Consent Calendar minus item 6 be approved. The motion carried by the following vote:

Aye: 5 - Lee, Gregg, Bennington, Ochoa, and Pullen

Nay: 0

1. Consideration of the Draft Minutes from the Regular Meeting held Tuesday, September 2, 2025

Recommended Action:

It is recommended that the City Council approve the Draft Minutes from the Regular Meeting held Tuesday, September 2, 2025.

Sponsors: Deputy City Manager/City Clerk Melinda Sayre

2. Warrant Run Report (City - Successor Agency - Housing Authority - Community Development Commission - Water)

Recommended Action:

It is recommended that the Council/Board ratify the warrant run and payroll report for the City, Successor Agency to the Hesperia Community Redevelopment Agency, Hesperia Housing Authority, Community Development Commission, and Water District.

Sponsors: Assistant City Manager Casey Brooksher

3. Treasurer's Cash Report for the unaudited period ended July 31, 2025.

Recommended Action:

It is recommended that the Council/Board accept the Treasurer's Cash Report for the City, Successor Agency to the Hesperia Community Redevelopment Agency, Hesperia Housing Authority, Community Development Commission, and Water District.

Sponsors: Assistant City Manager Casey Brooksher

4. Contract Amendment for Uniform Services

Recommended Action:

It is recommended that the City Council and Board of Directors of the Hesperia Water District (District) authorize the City Manager to approve an amendment of \$10,000 to the existing contract with Mission Linen Supply, for a revised not-to-exceed contract amount of \$107,146, and approve a one-year contract extension for uniform services.

Sponsors: Assistant City Manager Casey Brooksher

5. Adopt Measure I Five Year Capital Project Needs Analysis for Fiscal Years 2026/27 through 2030/31

Recommended Action:

It is recommended that the Mayor and Council Members adopt Resolution No. 2025-36 approving the Measure I Five-Year Capital Project Needs Analysis submittal to the San Bernardino County Transportation Authority (SBCTA) for Fiscal Years 2026/27 through 2030/31.

Sponsors: Director of Public Works/City Engineer Cassandra Sanchez

6. Street Sweeper Rental and Purchase of Broom Bear Street Sweeper Equipment.

Recommended Action:

It is recommended that the City Council authorize the City Manager to:

Enter into a rental agreement with HAAKER Equipment Co. for one Elgin Broom Bear Street Sweeper in an amount not-to-exceed \$85,000.

Enter into a purchase agreement with HAAKER Equipment Co. for one new Elgin Diesel Broom Bear in an amount not-to-exceed \$575,000.

Sponsors: Director of Public Works/City Engineer Cassandra Sanchez

A motion was made by Bennington, seconded by Gregg, that this item be approved. The motion carried by the following vote:

Aye: 5 - Lee, Gregg, Bennington, Ochoa and Pullen

Nay: 0

PUBLIC HEARING

7. Vacate a Portion of Las Lunas Street

Recommended Action:

It is recommended that the City Council hold a public hearing to receive public comments pursuant to Section 8320, subdivision (a) of the California Streets and Highways Code, and adopt Resolution 2025-35 to vacate approximately 660 linear feet of Las Lunas Street located between Crockett Avenue and Farmdale Avenue as described in attachments Exhibit "A" and Exhibit "B" (Applicant: Steeno Design Studio Inc).

Sponsors: Administrative Analyst Dena Alcayaga

Tom Steeno commented on this item.

A motion was made by Bennington, seconded by Gregg, that this item be approved. The motion carried by the following vote:

Aye: 5 - Lee, Gregg, Bennington, Ochoa and Pullen

Nay: 0

8. User Fee Study Update

Recommended Action

It is recommended that the City Council and the Board of Directors of the Hesperia Water District consider an amendment to the City-wide fee schedule based upon the change in the Consumer Price Index (CPI) by adopting Joint Resolution No. 2025-34 and Resolution HWD 2025-09.

Sponsors: Assistant City Manager Casey Brooksher

A motion was made by Ochoa, seconded by Pullen, that this item be approved. The motion carried by the following vote:

Aye: 4 - Lee, Bennington, Ochoa and Pullen

Nay: 1 - Gregg

9. PY 2024-2025 Community Development Block Grant, Consolidated Annual Performance and Evaluation Report

Recommended Action:

It is recommended that the City Council conduct a public hearing and upon accepting public testimony: 1) Approve the 2024-2025 Consolidated Annual Performance Evaluation Report ("CAPER"); and 2) Authorize the City Manager, or designee, to submit the 2024-2025 CAPER to the U.S. Department of Housing and Urban Development ("HUD"), along with any public testimony and changes directed by the City Council.

Sponsors: Director of Development Services Nathan Freeman

A motion was made by Gregg, seconded by Ochoa, that this item be approved. The motion carried by the following vote:

Aye: 5 - Lee, Gregg, Bennington, Ochoa and Pullen

Nay: 0

COUNCIL COMMITTEE REPORTS AND COMMENTS

The Mayor, Mayor Pro Tem and Council Members reported on various events and Committees.

CITY MANAGER/CITY ATTORNEY/STAFF REPORTS

None

ADJOURNMENT

The meeting was adjourned at 8:08 p.m.

Jessica Giber, Assistant City Clerk

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City of Hesperia STAFF REPORT



DATE: October 7, 2025

TO: Mayor and Council Members
City Council, as Successor Agency to the Hesperia Community Redevelopment Agency
Chair and Commissioners, Hesperia Housing Authority
Chair and Commissioners, Community Development Commission
Chair and Board Members, Hesperia Water District

FROM: Rachel Molina, City Manager

BY: Casey Brooksher, Assistant City Manager
Keith Cheong, Senior Accountant
Verenise Fierros, Accountant

SUBJECT: Warrant Run Report (City – Successor Agency – Housing Authority – Community Development Commission – Water)

RECOMMENDED ACTION

It is recommended that the Council/Board ratify the warrant run and payroll report for the City, Successor Agency to the Hesperia Community Redevelopment Agency, Hesperia Housing Authority, Community Development Commission, and Water District.

BACKGROUND

The Warrant Run totals represented below are for the period August 23, 2025 through September 12, 2025.

<u>Agency/District</u>	<u>Accounts Payable</u>	<u>Payroll</u>	<u>Wires</u>	<u>Totals</u>
City of Hesperia	\$6,397,446.99	\$614,618.13	\$0.00	\$7,012,065.12
Successor Agency	0.00	0.00	0.00	0.00
Housing Authority	262.52	321.73	0.00	584.25
Community Development Commission	0.00	0.00	0.00	0.00
Water	1,333,309.45	307,693.81	0.00	1,641,003.26
Totals	\$7,731,018.96	\$922,633.67	\$0.00	\$8,653,652.63

* Includes debt service payments made via Automated Clearing House (ACH) electronic deposit of funds.

CITY GOAL SUPPORTED BY THIS ITEM

Financial Health – Maintain a balanced budget and adequate reserves.

ATTACHMENT(S)

1. Warrant Runs

City of Hesperia
WARRANT RUNS
8/23/2025-9/12/2025

Attachment 1

FUND #	FUND NAME	W/E 8/29/2025	W/E 9/5/2025	W/E 9/12/2025	WARRANT TOTALS	Wires	YEAR-TO DATE TOTALS *	PRIOR FY YTD DATE TOTALS
Accounts Payable								
100	GENERAL	\$ 176,546.51	\$ 3,942,870.81	\$ 76,825.41	\$ 4,196,242.73	\$ -	\$ 12,101,647.84	\$ 9,925,672.66
105	PENSION OBLIGATION TRUST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106	OPEB TRUST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
110	SILVERWOOD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,857.50	\$ 4,754.24
200	HESPERIA FIRE DISTRICT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
204	MEASURE I - RENEWAL	\$ 31,641.98	\$ -	\$ 5,652.50	\$ 37,294.48	\$ -	\$ 295,887.59	\$ 12,615.41
207	LOCAL TRANSPORT-SB 325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
209	GAS TAX-RMRA	\$ 50.00	\$ -	\$ 10.89	\$ 60.89	\$ -	\$ 60.89	\$ -
210	HFPD (PERS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,896,318.00	\$ 1,755,819.00
241	CFD 2021-1 Resid Maint. & Serv	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 640.00	\$ -
242	CFD 2022-1 Non-Resd Maint & Serv	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 640.00	\$ -
243	CFD 2023-1 Silverwood Maint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 640.00	\$ -
251	CDBG	\$ 38,984.00	\$ 25,734.60	\$ 10.88	\$ 64,729.48	\$ -	\$ 254,089.93	\$ 241,333.78
254	AB2766 - TRANSIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
255	AB3229 SUPPLEMENTAL LAW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
256	ENVIRONMENTAL PROGRAMS GRANT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,216.25	\$ 19,285.66
262	SB 1383 LOCAL ASSISTANCE GRANT	\$ -	\$ 6,127.50	\$ -	\$ 6,127.50	\$ -	\$ 6,127.50	\$ -
263	STREETS MAINTENANCE	\$ 19,724.44	\$ 11,638.34	\$ 25,493.87	\$ 56,856.65	\$ -	\$ 542,605.61	\$ 492,012.83
300	DEV. IMPACT FEES - STREET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,388.61
301	DEV. IMPACT FEES - STORM DRAIN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,723.62	\$ -
306	DEV. IMPACT FEES - 2018-STREETS	\$ -	\$ 235,049.00	\$ -	\$ 235,049.00	\$ -	\$ 316,589.93	\$ 500,205.04
307	DIF 2018-DRAINAGE FACILITIES	\$ -	\$ 26,353.00	\$ -	\$ 26,353.00	\$ -	\$ 26,353.00	\$ -
309	DIF 2018-CITY HALL FACILITIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
312	DIF 2018-POLICE FACILITIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
313	DIF A-04 DRAINAGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 498.79
402	WATER RIGHTS ACQUISITION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
403	2013 REFUNDING LEASE REV BONDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
404	2023 REFUNDING LEASE REV BONDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
504	CITY WIDE STREETS - CIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,368.96	\$ 2,593,680.82
509	CITY FACILITIES CIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
800	EMPLOYEE BENEFITS	\$ 144,129.66	\$ 98,561.27	\$ 384,088.66	\$ 626,779.59	\$ -	\$ 2,316,790.70	\$ 2,275,754.71
801	TRUST/AGENCY	\$ 40.00	\$ -	\$ 586.00	\$ 626.00	\$ -	\$ 379,970.80	\$ 380,855.60
802	AD 91-1 AGENCY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
804	TRUST-INTEREST BEARING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,113.10	\$ 41,105.51
807	CFD 2005-1	\$ 1,147,327.67	\$ -	\$ -	\$ 1,147,327.67	\$ -	\$ 1,150,847.67	\$ 1,016,250.47
808	HFPD (TRANSITION)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335,635.00	\$ 317,435.02
815	PLAN REVIEW TRUST - FRONTIER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CITY	\$ 1,558,444.26	\$ 4,346,334.52	\$ 492,668.21	\$ 6,397,446.99	\$ -	\$ 19,662,123.89	\$ 19,599,668.15
163	REDEVELOP OBLIG RETIREMENT-2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,784,043.96	\$ 7,922,197.73
	SUCCESSOR AGENCY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,784,043.96	\$ 7,922,197.73
370	HOUSING AUTHORITY	\$ -	\$ 262.52	\$ -	\$ 262.52	\$ -	\$ 2,648.94	\$ 3,676.97
	HOUSING AUTHORITY	\$ -	\$ 262.52	\$ -	\$ 262.52	\$ -	\$ 2,648.94	\$ 3,676.97
170	COMMUNITY DEVELOPMENT COMMISSION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	COMMUNITY DEVELOPMENT COMMISSION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
700	WATER OPERATING	\$ 85,880.23	\$ 387,971.32	\$ 381,809.54	\$ 855,661.09	\$ -	\$ 9,188,274.47	\$ 2,719,160.85
705	WATER PENSION OBLIGATION TRUST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
706	WATER OPEB TRUST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
701	WATER CAPITAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 16,473.00
710	SEWER OPERATING	\$ 3,855.20	\$ 465,993.33	\$ 3,604.70	\$ 473,453.23	\$ -	\$ 6,472,709.23	\$ 1,236,836.65
711	SEWER CAPITAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 712.50	\$ 931,759.89
720	RECLAIMED WATER OPERATIONS	\$ 1,805.25	\$ 2,389.88	\$ -	\$ 4,195.13	\$ -	\$ 8,686.66	\$ 18,983.93
	WATER	\$ 91,540.68	\$ 856,354.53	\$ 385,414.24	\$ 1,333,309.45	\$ -	\$ 16,670,382.86	\$ 4,923,214.32
	ACCOUNTS PAYABLE TOTAL	\$ 1,649,984.94	\$ 5,202,951.57	\$ 878,082.45	\$ 7,731,018.96	\$ -	\$ 43,119,199.65	\$ 32,448,757.17
REG. PAYROLL								
	City	\$ 307,641.17	\$ -	\$ 306,976.96	\$ 614,618.13	\$ -	\$ 1,579,098.96	\$ 1,571,170.64
	Housing Authority	\$ 161.84	\$ -	\$ 159.89	\$ 321.73	\$ -	\$ 799.99	\$ 1,210.29
	Water	\$ 150,837.25	\$ -	\$ 156,856.56	\$ 307,693.81	\$ -	\$ 795,324.39	\$ 781,105.33
	PAYROLL TOTAL	\$ 458,640.26	\$ -	\$ 463,993.41	\$ 922,633.67	\$ -	\$ 2,375,223.34	\$ 2,353,486.26

City of Hesperia

STAFF REPORT



DATE: October 7, 2025

TO: Mayor and Council Members
Chair and Board Members, Hesperia Water District

FROM: Rachel Molina, City Manager

BY: Cassandra Sanchez, Director of Public Works/City Engineer
Kevin Sin, Deputy City Engineer
Tina Souza, Senior Project Manager
Justin Richard, Assistant Project Manager

SUBJECT: Award Professional Service Agreements for On-Call Engineering Design, Construction Management, and Inspection Services

RECOMMENDED ACTION

It is recommended that the City Council and Board of Directors of the Hesperia Water District approve the award of Professional Services Agreements (PSAs) to six (6) firms to provide On-Call Engineering Design, Construction Management, and Inspection Services for an initial three (3) year term, in an amount not-to-exceed \$500,000 per agreement and authorize the City Manager or her designee to execute the PSA's and any other necessary documents related thereto:

Engineering Design, Construction Management, and Inspection Services	
AnGenious Engineering Services, Inc.	\$500,000
ERSC	\$500,000
GHD, Inc.	\$500,000
Michael Baker International	\$500,000
Psomas	\$500,000
Transtech Engineers, Inc	\$500,000

BACKGROUND

The Engineering Division supports delivery of Capital Improvement Projects (CIP) and ongoing Public Works operations. CIP projects consist of several phases that require diverse engineering expertise from initial planning to construction completion.

Previous on-call agreements for the subject services solicited in 2021 have been extended to allow completion of previously assigned projects and related tasks, but no additional projects are being issued. The remaining work is limited to previously authorized assignments. Currently, some of the in-progress projects may not continue to the next phase without further amendments to existing contracts due to contractual amount limitations.

The City has issued other on-call solicitations for specialized services; however, many contracts are now outdated or are discipline-specific:

- Inspection services – last solicited in 2021
- Construction/project management – last solicited in 2022

To support efficient project delivery, staff released a new Request for Proposal (RFP) to establish an updated and expanded list of qualified consultants across multiple engineering disciplines, including, but not limited to: street improvements, stormwater, wastewater, water systems, structural engineering, and other fields of expertise such as, environmental compliance, permitting, construction management, and inspections. Furthermore, at any given time, there may be several projects with critical deadlines or other specific obligations and time-sensitive requirements necessitating expertise.

ISSUES/ANALYSIS

An RFP was released on July 3, 2025, through Public Purchase, with proposals due August 5, 2025. Nineteen (19) firms submitted proposals, which were reviewed and scored based on understanding of the scope, proposed approach, and relevant experience and qualifications. Proposals were received from the following firms:

Consultant	Location
1. 4LEAF, Inc.	Fair Oaks
2. AnGenious Engineering Services, Inc.	Foothill Ranch
3. Burns & McDonnell	Brea
4. David Evans and Associates	Apple Valley
5. ERSC – Engineering Resources of Southern California, Inc.	Redlands
6. GHD, Inc.	Irvine
7. IMEG	Ontario
8. Kimley Horn	Long Beach
9. Michael Baker International	Ontario
10. Minagar & Associates, Inc.	Laguna Hills
11. Onward Engineering	Anaheim
12. Psomas	Riverside
13. TKE Engineering, Inc.	Riverside
14. Transtech Engineers, Inc	Chino
15. Valentine Environmental Engineers, LLC	Burbank
16. Albert A. Webb Associates (WEBB)	Riverside
17. WestLAND Group, Inc.	Hesperia
18. Willdan Engineering	Anaheim
19. Z&K Consultants, Inc.	Riverside

Staff recommends awarding contracts to the six (6) highest ranked firms.

AnGenious Engineering Service, Inc
ERSC
GHD, Inc.
Michael Baker International
Psomas
Transtech Engineers, Inc

Awarding multiple agreements to the highest-ranked consultants provides multiple benefits:

- **Flexibility & availability:** Ensures support when firms are occupied or specialized expertise is needed.
- **Competition:** Encourages responsive and cost-effective services.
- **Timelier project delivery:** Reduces delays in implementing capital and operating projects.
- **Administrative efficiency:** Pre-qualified consultants can be issued task orders quickly without additional lengthy solicitation processes.
- **Mitigates limited options:** If the City is not satisfied with a consultant's services, a consultant is not available for a project, or contractual limits will not allow for a consultant's participation, there are still consultants that can be utilized without additional solicitation.

Agreements will have an initial three-year term with two optional one-year extensions. Awarding a PSA does not guarantee task order issuance, or full or partial use of the contract amount. Cost proposals will be requested from firms on the on-call list. Each task order will be issued as needed and negotiated individually. Payments will then be processed based on the actual work performed. Consultants are aware of these terms. On-call contracts are a standard procurement method used by local, regional, and state government agencies including San Bernardino County and California Department of Transportation (Caltrans), allowing efficient access to professional services under pre-established terms.

The subject services are commonly referred to as soft costs and can vary widely from approximately 20%-50% of construction costs dependent upon the project complexity, size, specialized technical expertise, special studies needed (such as environmental studies or traffic studies), right of way, and grant requirements. Typically, the engineering and design services range from approximately 25%-35% of the total project cost. Normally, the more complex the project is, the higher the cost of said services will be. Using 30% for demonstration purposes, a project costing \$4.0 million to construct, the subject services would be approximately \$1.2 million. These baseline PSA amounts may not be sufficient to see certain projects through the construction phase. Should the need to increase the PSA amounts arise as the projects progress, staff will return to Council.

Presently, there are projects in the current fiscal year's CIP requiring all or a portion of these services that cannot start until PSAs are in place.

CITY GOAL SUPPORTED BY THIS ITEM

Public Safety - Ensure public safety resources adequately protect our community.

Future Development - Facilitate balanced growth to ensure cohesive community development and pursue economic development.

Capital Improvement - Continually evaluate capital improvement priorities.

FISCAL IMPACT

If approved, each agreement will be for a not-to-exceed amount of \$500,000 over the initial three-year term. Actual costs will depend on the issuance of task orders. Funding is available in the adopted FY 2025–26 CIP and Operating Budgets and may include Measure I, Local Transportation Funds, Development Impact Fees, enterprise funds, grants, and other special revenue sources.

ALTERNATIVE(S)

1. If the on-call agreements are not approved, it would require separate solicitations for each project, causing delays and reduced efficiency.
2. Provide alternative direction to staff.

ATTACHMENT(S)

1. Attachment 1 - AnGenious Fee Schedule
2. Attachment 2 - ERSC Fee Schedule
3. Attachment 3 - GHD Fee Schedule
4. Attachment 4 - Michael Baker Fee Schedule
5. Attachment 5 - Psomas Fee Schedule
6. Attachment 6 - Transtech Fee Schedule

City of Hesperia

HOURLY RATE FEE SCHEDULE

On-Call Engineering Design, Construction Management, and Inspection Services

Three Year Contract (FY25-26 through 27-28)

AES

Angenious

Labor Classifications	FY2025/26 7/1/25 to 6/30/26	FY2026/27 7/1/26 to 6/30/27	FY2027/28 7/1/27 to 6/30/28	FY2028/29 7/1/28 to 6/30/29
	Rates	Rates	Rates	Rates
Project Manager	\$350.00	\$360.50	\$371.32	\$382.45
Sr. Project Engineer	\$325.00	\$334.75	\$344.79	\$355.14
Project Engineer II	\$272.00	\$280.16	\$288.56	\$297.22
Project Engineer I	\$247.00	\$254.41	\$262.04	\$269.90
Engineer III	\$221.00	\$227.63	\$234.46	\$241.49
Engineer II	\$162.00	\$166.86	\$171.87	\$177.02
Engineer I	\$143.00	\$147.29	\$151.71	\$156.26
Resident Engineer	\$345.00	\$355.35	\$366.01	\$376.99
Structure Rep.	\$337.00	\$347.11	\$357.52	\$368.25
Sr. Field Inspector	\$226.00	\$232.78	\$239.76	\$246.96
Field Inspector	\$197.00	\$202.91	\$209.00	\$215.27
Scheduler	\$208.00	\$214.24	\$220.67	\$227.29
Office Engineer	\$132.00	\$135.96	\$140.04	\$144.24
Office Admin. Asst.	\$118.00	\$121.54	\$125.19	\$128.94
QC/QA Manager	\$330.00	\$339.90	\$350.10	\$360.60

* - Proposed average annual wages escalation rate of 3 %

Professional Staff

President	\$320.00
Vice President.....	\$275.00
Sr. Principal Engineer	\$270.00
Principal Engineer	\$240.00
Assistant Principal Engineer.....	\$225.00
Engineer V	\$205.00
Engineer IV	\$185.00
Engineer III	\$170.00
Engineer II	\$155.00
Engineer I	\$135.00

Engineering Staff

Principal Engineering Associate.....	\$220.00
Senior Engineering Associate	\$200.00
Engineering Associate V	\$175.00
Engineering Associate IV	\$150.00
Engineering Associate III	\$140.00
Engineering Associate II	\$125.00
Engineering Associate I	\$120.00
Engineering Aide II	\$70.00
Engineering Aide I	\$65.00

Survey Staff and Services

Principal Surveyor.....	\$225.00
Senior Surveyor	\$185.00
Surveyor III	\$150.00
Surveyor II	\$130.00
Surveyor I	\$110.00
2-Man Survey Crew (Std Equipment/Truck)	\$320.00
1-Man Survey Crew (Std Equipment/Truck)	\$250.00
3rd Man on Survey Crew	\$140.00

Construction Support Staff

Construction Manager	\$225.00
Chief Construction Inspector	\$175.00
Sr. Construction Inspector.....	\$165.00
Construction Inspector	\$160.00
Inspector Overtime (Hours 8-12/Saturdays)	\$200.00
Inspector Overtime (Hours 12+/Sundays)	\$235.00

Administrative Staff

Operations Manager.....	\$125.00
Operations Specialist	\$105.00
Administrative Assistant II	\$95.00
Administrative Assistant I	\$85.00

Other Direct Expenses

Vehicle Mileage	\$0.70/Mile
Subconsultant.....	Cost + 15%
Reimbursable Expenses/Charges.....	Cost + 15%
Forensic Analysis	Standard Rate X 2
Expert Witness	Standard Rate X 3

NOTE: All rates hereon are subject to automatic increase upon July 1st of each year. Rates will be adjusted by the percent increase in California Consumer Price Index-All Urban Consumers for the twelve-month period ending February as calculated by the California Department of Industrial Relations (CADIR) California Consumer Price Index Calculator. Prevailing Wage Rates are dictated by the CADIR. All classifications which are subject to Prevailing Wages will be adjusted when revised determinations are published by the CADIR.

Unless otherwise established by contractual agreement, payment is due and payable upon receipt. Payment is considered delinquent if not paid within 30 days of invoice date. If payment is not completed within agreed terms, Client agrees to pay a service charge on the amount past due at the rate of 1.5% per month (18% per annum).

Attachment 3

GHD Class	GHD Description	2025 US Rate	2026 US Rate	2027 US Rate	2028 US Rate	GHD Class	GHD Description	2025 US Rate	2026 US Rate	2027 US Rate	2028 US Rate
PROFESSIONAL						ADMINISTRATION					
A001	Senior Technical Director 1	\$ 308.00 - \$ 440.00	\$ 320.94 - \$ 458.48	\$ 334.42 - \$ 477.74	\$ 351.14 - \$ 501.62	C001	Business Services Manager 1	\$ 245.00 - \$ 350.00	\$ 255.29 - \$ 364.70	\$ 266.01 - \$ 380.02	\$ 279.31 - \$ 399.02
A002	Senior Technical Director 2	\$ 287.00 - \$ 410.00	\$ 299.05 - \$ 427.22	\$ 311.61 - \$ 445.16	\$ 327.19 - \$ 467.42	C002	Business Services Manager 2	\$ 217.00 - \$ 310.00	\$ 226.11 - \$ 323.02	\$ 235.61 - \$ 336.59	\$ 247.39 - \$ 353.42
A003	Senior Technical Director 3	\$ 266.00 - \$ 380.00	\$ 277.17 - \$ 395.96	\$ 288.81 - \$ 412.59	\$ 303.25 - \$ 433.22	C003	Senior Business Services 1	\$ 168.00 - \$ 240.00	\$ 175.06 - \$ 250.08	\$ 182.41 - \$ 260.58	\$ 191.53 - \$ 273.61
A004	Technical Director 1	\$ 252.00 - \$ 360.00	\$ 262.58 - \$ 375.12	\$ 273.61 - \$ 390.88	\$ 287.29 - \$ 410.42	C004	Senior Business Services 2	\$ 158.00 - \$ 225.00	\$ 164.64 - \$ 234.45	\$ 171.55 - \$ 244.30	\$ 180.13 - \$ 256.51
A005	Technical Director 2	\$ 238.00 - \$ 340.00	\$ 248.00 - \$ 354.28	\$ 258.41 - \$ 369.16	\$ 271.33 - \$ 387.62	C005	Business Services 1	\$ 140.00 - \$ 200.00	\$ 145.88 - \$ 208.40	\$ 152.01 - \$ 217.15	\$ 159.61 - \$ 228.01
A006	Senior Professional 1	\$ 217.00 - \$ 310.00	\$ 226.11 - \$ 323.02	\$ 235.61 - \$ 336.59	\$ 247.39 - \$ 353.42	C006	Business Services 2	\$ 133.00 - \$ 190.00	\$ 138.59 - \$ 197.98	\$ 144.41 - \$ 206.30	\$ 151.63 - \$ 216.61
A007	Senior Professional 2	\$ 203.00 - \$ 290.00	\$ 211.53 - \$ 302.18	\$ 220.41 - \$ 314.87	\$ 231.43 - \$ 330.62	C007	Business Services 3	\$ 98.00 - \$ 140.00	\$ 102.12 - \$ 145.88	\$ 106.40 - \$ 152.01	\$ 111.73 - \$ 159.61
A008	Professional 1	\$ 196.00 - \$ 280.00	\$ 204.23 - \$ 291.76	\$ 212.81 - \$ 304.01	\$ 223.45 - \$ 319.21	SITE BASED					
A009	Professional 2	\$ 168.00 - \$ 240.00	\$ 175.06 - \$ 250.08	\$ 182.41 - \$ 260.58	\$ 191.53 - \$ 273.61	S001	Senior Construction Manager	\$ 270.00 - \$ 385.00	\$ 281.34 - \$ 401.17	\$ 293.16 - \$ 418.02	\$ 307.81 - \$ 438.92
A010	Professional 3	\$ 151.00 - \$ 215.00	\$ 157.34 - \$ 224.03	\$ 163.95 - \$ 233.44	\$ 172.15 - \$ 245.11	S002	Construction Manager	\$ 235.00 - \$ 335.00	\$ 244.87 - \$ 349.07	\$ 255.15 - \$ 363.73	\$ 267.91 - \$ 381.92
A011	Vacationer / Intern	\$ 140.00 - \$ 200.00	\$ 145.88 - \$ 208.40	\$ 152.01 - \$ 217.15	\$ 159.61 - \$ 228.01	S003	Lead Site Engineer/Supervisor	\$ 207.00 - \$ 295.00	\$ 215.69 - \$ 307.39	\$ 224.75 - \$ 320.30	\$ 235.99 - \$ 336.32
CONSULTANT						S004	Senior Site Engineer	\$ 186.00 - \$ 265.00	\$ 193.81 - \$ 276.13	\$ 201.95 - \$ 287.73	\$ 212.05 - \$ 302.11
V001	Executive Consultant 1	\$ 396.00 - \$ 565.00	\$ 412.63 - \$ 588.73	\$ 429.96 - \$ 613.46	\$ 451.46 - \$ 644.13	S005	Site Engineer	\$ 175.00 - \$ 250.00	\$ 182.35 - \$ 260.50	\$ 190.01 - \$ 271.44	\$ 199.51 - \$ 285.01
V002	Executive Consultant 2	\$ 361.00 - \$ 515.00	\$ 376.16 - \$ 536.63	\$ 391.96 - \$ 559.17	\$ 411.56 - \$ 587.13	S006	Lead Inspector	\$ 179.00 - \$ 255.00	\$ 186.52 - \$ 265.71	\$ 194.35 - \$ 276.87	\$ 204.07 - \$ 290.71
V003	Senior Consultant 1	\$ 298.00 - \$ 425.00	\$ 310.52 - \$ 442.85	\$ 323.56 - \$ 461.45	\$ 339.74 - \$ 484.52	S007	Senior Inspector	\$ 144.00 - \$ 205.00	\$ 150.05 - \$ 213.61	\$ 156.35 - \$ 222.58	\$ 164.17 - \$ 233.71
V004	Senior Consultant 2	\$ 266.00 - \$ 380.00	\$ 277.17 - \$ 395.96	\$ 288.81 - \$ 412.59	\$ 303.25 - \$ 433.22	S008	Inspector / Specialist 1	\$ 126.00 - \$ 180.00	\$ 131.29 - \$ 187.56	\$ 136.81 - \$ 195.44	\$ 143.65 - \$ 205.21
V005	Consultant 1	\$ 221.00 - \$ 315.00	\$ 230.28 - \$ 328.23	\$ 239.95 - \$ 342.02	\$ 251.95 - \$ 359.12	S009	Inspector / Specialist 2	\$ 116.00 - \$ 165.00	\$ 120.87 - \$ 171.93	\$ 125.95 - \$ 179.15	\$ 132.25 - \$ 188.11
V006	Consultant 2	\$ 182.00 - \$ 260.00	\$ 189.64 - \$ 270.92	\$ 197.61 - \$ 282.30	\$ 207.49 - \$ 296.41	S010	Clerk / Specialist 3	\$ 109.00 - \$ 155.00	\$ 113.58 - \$ 161.51	\$ 118.35 - \$ 168.29	\$ 124.27 - \$ 176.71
V007	Consultant 3	\$ 147.00 - \$ 210.00	\$ 153.17 - \$ 218.82	\$ 159.61 - \$ 228.01	\$ 167.59 - \$ 239.41	S011	Senior Site Manager 1	\$ 116.00 - \$ 165.00	\$ 120.87 - \$ 171.93	\$ 125.95 - \$ 179.15	\$ 132.25 - \$ 188.11
TECHNICAL						S012	Senior Site Manager 2	\$ 109.00 - \$ 155.00	\$ 113.58 - \$ 161.51	\$ 118.35 - \$ 168.29	\$ 124.27 - \$ 176.71
B001	Lead Design Technician 1	\$ 277.00 - \$ 395.00	\$ 288.63 - \$ 411.59	\$ 300.76 - \$ 428.88	\$ 315.79 - \$ 450.32	S013	Senior Site Manager 3	\$ 102.00 - \$ 145.00	\$ 106.28 - \$ 151.09	\$ 110.75 - \$ 157.44	\$ 116.29 - \$ 165.31
B002	Lead Design Technician 2	\$ 256.00 - \$ 365.00	\$ 266.75 - \$ 380.33	\$ 277.96 - \$ 396.30	\$ 291.85 - \$ 416.12	S014	Senior Site Manager 4	\$ 95.00 - \$ 135.00	\$ 98.99 - \$ 140.67	\$ 103.15 - \$ 146.58	\$ 108.30 - \$ 153.91
B003	Lead Design Technician 3	\$ 231.00 - \$ 330.00	\$ 240.70 - \$ 343.86	\$ 250.81 - \$ 358.30	\$ 263.35 - \$ 376.22	S015	Operator/Labourer 1	\$ 95.00 - \$ 135.00	\$ 98.99 - \$ 140.67	\$ 103.15 - \$ 146.58	\$ 108.30 - \$ 153.91
B004	Senior Design Technician 1	\$ 228.00 - \$ 325.00	\$ 237.58 - \$ 338.65	\$ 247.55 - \$ 352.87	\$ 259.93 - \$ 370.52	S016	Operator/Labourer 2	\$ 88.00 - \$ 125.00	\$ 91.70 - \$ 130.25	\$ 95.55 - \$ 135.72	\$ 100.32 - \$ 142.51
B005	Senior Design Technician 2	\$ 214.00 - \$ 305.00	\$ 222.99 - \$ 317.81	\$ 232.35 - \$ 331.16	\$ 243.97 - \$ 347.72	S017	Operator/Labourer 3	\$ 74.00 - \$ 105.00	\$ 77.11 - \$ 109.41	\$ 80.35 - \$ 114.01	\$ 84.36 - \$ 119.71
B006	Design Technician 1	\$ 196.00 - \$ 280.00	\$ 204.23 - \$ 291.76	\$ 212.81 - \$ 304.01	\$ 223.45 - \$ 319.21	PROJECT SUPPORT					
B007	Design Technician 2	\$ 182.00 - \$ 260.00	\$ 189.64 - \$ 270.92	\$ 197.61 - \$ 282.30	\$ 207.49 - \$ 296.41	D001	Project Support Manager 1	\$ 294.00 - \$ 420.00	\$ 306.35 - \$ 437.64	\$ 319.21 - \$ 456.02	\$ 335.18 - \$ 478.82
B008	Drafting/Design 1	\$ 175.00 - \$ 250.00	\$ 182.35 - \$ 260.50	\$ 190.01 - \$ 271.44	\$ 199.51 - \$ 285.01	D002	Project Support Manager 2	\$ 277.00 - \$ 395.00	\$ 288.63 - \$ 411.59	\$ 300.76 - \$ 428.88	\$ 315.79 - \$ 450.32
B009	Drafting/Design 2	\$ 151.00 - \$ 215.00	\$ 157.34 - \$ 224.03	\$ 163.95 - \$ 233.44	\$ 172.15 - \$ 245.11	D003	Senior Project Support 1	\$ 245.00 - \$ 350.00	\$ 255.29 - \$ 364.70	\$ 266.01 - \$ 380.02	\$ 279.31 - \$ 399.02
B010	Drafting/Design 3	\$ 140.00 - \$ 200.00	\$ 145.88 - \$ 208.40	\$ 152.01 - \$ 217.15	\$ 159.61 - \$ 228.01	D004	Senior Project Support 2	\$ 210.00 - \$ 300.00	\$ 218.82 - \$ 312.60	\$ 228.01 - \$ 325.73	\$ 239.41 - \$ 342.02
B011	Drafting/Design 4	\$ 133.00 - \$ 190.00	\$ 138.59 - \$ 197.98	\$ 144.41 - \$ 206.30	\$ 151.63 - \$ 216.61	D005	Project Support 1	\$ 200.00 - \$ 285.00	\$ 208.40 - \$ 296.97	\$ 217.15 - \$ 309.44	\$ 228.01 - \$ 324.91
B012	Intern Drafting/Design	\$ 119.00 - \$ 170.00	\$ 124.00 - \$ 177.14	\$ 129.21 - \$ 184.58	\$ 135.67 - \$ 193.81	D006	Project Support 2	\$ 186.00 - \$ 265.00	\$ 193.81 - \$ 276.13	\$ 201.95 - \$ 287.73	\$ 212.05 - \$ 302.11
Escalation values are consistent with ACEC recommendations						D007	Project Support 3	\$ 172.00 - \$ 245.00	\$ 179.22 - \$ 255.29	\$ 186.75 - \$ 266.01	\$ 196.09 - \$ 279.31
Year 2: 4.20%						D008	Project Support 4	\$ 154.00 - \$ 220.00	\$ 160.47 - \$ 229.24	\$ 167.21 - \$ 238.87	\$ 175.57 - \$ 250.81
Year 3: 4.20%						D009	Project Support 5	\$ 133.00 - \$ 190.00	\$ 138.59 - \$ 197.98	\$ 144.41 - \$ 206.30	\$ 151.63 - \$ 216.61
Year 4: 5%						D010	Project Support 6	\$ 95.00 - \$ 135.00	\$ 98.99 - \$ 140.67	\$ 103.15 - \$ 146.58	\$ 108.30 - \$ 153.91

Michael Baker

I N T E R N A T I O N A L

HOURLY RATE SCHEDULE

Effective 2025 through 2028

OFFICE PERSONNEL	\$/ Hour Rate Range
Senior Principal	335.00 - 370.00
Principal	260.00 - 310.00
QA/QC Manager	280.00 - 310.00
Senior Project Manager	265.00 - 295.00
Senior Environmental Project Manager	190.00 - 240.00
Project Manager	225.00 - 255.00
Environmental Project Manager	150.00 - 200.00
Senior Technical Manager	210.00 - 240.00
Senior Engineer	200.00 - 230.00
Senior Planner/Scientist	170.00 - 220.00
Senior Archaeologist/Paleontologist	140.00 - 220.00
Associate Planner/Scientist	130.00 - 160.00
Project Engineer/Planner	190.00 - 220.00
Assistant Engineer	125.00 - 155.00
Assistant Planner/Scientist	120.00 - 150.00
Engineering Aid/Planning Aid	100.00 - 130.00
Structural Engineer	260.00 - 315.00
Environmental Specialist	165.00 - 195.00
Field Archaeologist/Paleontologist	80.00 - 150.00
Biologist	195.00 - 225.00
Design Engineer/Senior Designer	185.00 - 215.00
Designer/Planner	165.00 - 195.00
Senior GIS Analyst	150.00 - 210.00
GIS Analyst	100.00 - 150.00
Environmental Analyst/Staff Planner	140.00 - 170.00
Design Technician	150.00 - 185.00
Office Support/ Clerical	95.00 - 125.00
CONSTRUCTION MANAGEMENT PERSONNEL	
Principal Construction Manager	300.00 - 346.00
Construction Manager	220.00 - 330.00
Senior Inspector	165.00 - 208.00
Construction Inspector/Technician	132.00 - 176.00
SURVEY PERSONNEL	
2-Person Survey Crew	325.00 - 360.00
1-Person Survey Crew	225.00 - 260.00
Licensed Surveyor	250.00 - 280.00
Field Supervisor	240.00 - 270.00
Survey Analyst	150.00 - 180.00
GRANT PERSONNEL	
Grants Manager	195.00 - 230.00
Technical/Grant Writer	165.00 - 200.00
Technical Specialist/Public Finance	130.00 - 175.00

Note: Ranges listed above have been developed to consider for a one year term. Placement of individual staff within the ranges provided are determined by skill level and years of experience. Any adjustment beyond the initial contract terms, to the rates and/or classifications listed, will be determined annually using the Consumer Price Index Cost of Living Percentage.

Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance. Vehicle mileage will be charged as an additional cost at the IRS approved rate.

STANDARD HOURLY RATE SCHEDULE

City of Hesperia, On-Call Engineering Design, Construction Management, and Inspection Services
RFP ENG-2025-03

Engineering Design Services 2025 - 2028 Rates

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
<u>Engineering</u>		<u>Survey - In-Office Services</u>	
Contract Manager/Project Manager	\$330	Contract Manager/Principal-in-Charge	\$275
Senior Project Manager and QA/QC Manager	\$310	Project Manager/Technical Manager	\$250
Project Manager II	\$290	Senior Project Surveyor	\$220
Project Manager I	\$275	Project Surveyor	\$205
Senior Project Engineer I	\$240	Survey Technician III	\$175
Project Engineer/Traffic Engineer III	\$230	Survey Technician II	\$165
Project Engineer/Traffic Engineer II	\$220	Survey Technician I	\$155
Project Engineer/Traffic Engineer I	\$210	Photo Compiler II	\$175
Senior Civil Engineering Designer	\$205	Photo Compiler I	\$165
Civil Engineering Designer III	\$195	Administrative/Project Assistant	\$120
Civil Engineering Designer II	\$180	<u>Survey - Field Services</u>	
Civil Engineering Designer I	\$165	One-Person Survey Crew	\$263
Cadd Designer	\$150	Two-Person Survey Crew	\$400
Project Assistant/Administration	\$160	Three-Person Survey Crew	\$510
<u>Environmental</u>		<u>Subsurface Utility Detection (SUE) - In-Office Services</u>	
Sr. Proj Manager, Principal-in-Charge, QA/QC Manager, Vice President	\$275	Project Administrator	\$120
Technical Specialist I – Cultural Resources	\$105	Project Coordinator	\$200
Planner/Analyst II	\$150	Senior Project Manager	\$235
Planner/Analyst I	\$140	Principal	\$250
Cultural Resources Manager, Sr. Technical Manager – Cultural Resources	\$220	<u>SUE - Field Services</u>	
Sr. Proj Manager, Environmental Lead, Principal-in-Charge	\$270	One-Person SUE Crew	\$235
Sr. Project Manager/Environmental Lead	\$285	Two-Person SUE Crew	\$345
Sr. Technical Specialist – Noise	\$240	Field Supervisor	\$235
Project Manager I	\$175		
Technical Manager, CEQA/NEPA	\$205		
Principal-in-Charge, Director – Environmental	\$310		
Environmental Planner III	\$155		
Consultant	\$260		
Assist Project Manager	\$160		
Project Manager III	\$210		
Biologist	\$120 to \$160		
Sr. Biologist, Regulatory Specialist	\$175		
Principal-in-Charge	\$280		
Sr. Project Manager, Regulatory Permitting Manager	\$245		
Restoration Ecologist, Project Manager	\$155		
Sr. Project Manager, Sr. Restoration Ecologist, Regulatory Permitting Specialist, Certified Arborist	\$200		
Botanist/Biologist	\$155		
Senior GIS Analyst	\$150		
GIS Analyst	\$140		
Biological Resources Manager	\$260		
Restoration Services Manager	\$200		
Senior Biologist, Assistant Project Manager	\$160		
Biologist, Senior Arborist	\$160		
Technical Editor	\$110		
Support Services Manager	\$160		

REIMBURSABLES

Rates will remain in effect for the duration of the initial contract term **(October 1, 2025 to December 31, 2028)**.

Hourly rates include direct labor, overhead, fringe benefits, and fee. Prints, messenger service, and other direct expenses will be charged at cost.

A shift which commences after 2:00 pm or before 4:00 am, during any 24-hour period, commencing at 12:01 am is subject to a 12.5% differential.

* The above schedule is for straight time. Overtime will be charged at 135 percent of the standard hourly rates. Sundays and holidays will be charged at 170 percent of the standard hourly rates. Minimum of four (4) hours will be charged per field crew deployment. Prevailing wage will be paid on all projects where field staff are providing services. The services of outside consultants will be charged at cost plus five percent.

TRANSTECH ENGINEERS, INC.**SCHEDULE OF HOURLY RATES**

Effective: July 1, 2025 - June 30, 2026

Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING	
Field Technician	\$91 - \$101
Engineering Technician	\$101 - \$112
Assistant CAD Drafter	\$112 - \$128
Senior CAD Drafter	\$128 - \$144
Associate Designer	\$144 - \$160
Senior Designer	\$160 - \$176
Design Project Manager	\$203 - \$213
Assistant Engineer	\$123 - \$133
Associate / Staff Engineer	\$155 - \$171
Senior Civil Engineer	\$213 - \$235
Traffic Analyst Technician	\$106 - \$118
Associate Traffic Analyst	\$160 - \$171
Senior Traffic Analyst	\$171 - \$181
Professional Transportation Planner	\$181 - \$197
Traffic Engineer Technician	\$101 - \$112
Associate/Staff Traffic Engineer	\$155 - \$171
Traffic Engineer	\$181 - \$197
Senior Traffic Engineer	\$197 - \$218
Project Manager	\$197 - \$218
Senior Project Manager	\$218 - \$235
Deputy City Engineer	\$181 - \$203
City Engineer	\$203 - \$218
Principal Engineer	\$218 - \$240
BUILDING & SAFETY	
Permit Technician	\$80 - \$91
Plan Check Technician/Analyst/Supervisor	\$133 - \$149
Building Inspector	\$123 - \$139
Senior Inspector	\$133 - \$149
Plans Examiner/Checker	\$149 - \$165
Plan Check Engineer	\$160 - \$181
Deputy Building Official	\$171 - \$181
Building Official	\$176 - \$192

CONSTRUCTION MANAGEMENT	
Labor Compliance Analyst	\$155 - \$165
Funds Coordinator	\$160 - \$171
Office Engineer	\$155 - \$165
Construction Inspector	\$149 - \$160
Senior Construction Inspector	\$160 - \$171
Construction Manager	\$181 - \$197
Resident Engineer	\$197 - \$213
PUBLIC WORKS INSPECTION	
Public Works Inspector	\$149 - \$160
Senior Public Works Inspector	\$160 - \$171
Supervising PW Inspector	\$171 - \$181
SURVEY AND MAPPING	
Survey Analyst	\$160 - \$165
Senior Survey Analyst	\$165 - \$171
2-Man Survey Crew	\$368 - \$384
Survey & Mapping Specialist	\$197 - \$213
Licensed Land Surveyor	\$224 - \$235
FUNDING & GRANT WRITING	
Funds Analyst	\$155 - \$160
Senior Funds Analyst	\$160 - \$171
Grant Writer	\$176 - \$181
Funds & Grant Project Manager	\$197 - \$208
PLANNING	
Community Development Technician	\$85 - \$96
Planning Technician	\$96 - \$106
Assistant Planner	\$106 - \$128
Associate Planner	\$128 - \$149
Senior Planner	\$155 - \$176
Planning Manager	\$181 - \$203
ADMINISTRATIVE STAFF	
Administrative/Clerical	\$75 - \$85
Project Accountant	\$85 - \$96



City of Hesperia

STAFF REPORT



DATE: October 7, 2025

TO: Mayor and City Council Members
Chair and Board Members, Hesperia Water District

FROM: Rachel Molina, City Manager

BY: Cassandra Sanchez, Director of Public Works/City Engineer
Kevin Sin, Deputy City Engineer
Tina Souza, Senior Project Manager
Cristina Hall, Assistant Project Manager

SUBJECT: Acceptance of American Rescue Plan Act (ARPA) Grant- Water Service Line Replacement Project II

RECOMMENDED ACTION

It is recommended that the City Council accept the completed Water Service Line Replacement Project II project and authorize staff to record a "Notice of Completion" and release all withheld retention amounts after a minimum of thirty (30) calendar days from the date of recordation.

BACKGROUND

The Water Service Line Replacement Project II (the "Project") was identified in the American Rescue Plan Act (ARPA) Grant. On December 3, 2024, the City Council awarded the construction contract to Big Ben Inc. in the amount of \$1,620,000; and approved an additional 10% contingency in the amount of \$162,000, for a total construction budget of \$1,782,000.

ISSUES/ANALYSIS

All construction work was complete in September 2025 with a total expenditure amount of \$1,631,569.32. A total of 229 aged water service lines often needing leak repairs were replaced under this project. Upon acceptance of the Project, a Notice of Completion will be recorded, and the retention held by the City will be released after a minimum of thirty (30) days from the date of recordation. Upon City Council acceptance, the project will be under a one-year warranty.

CITY GOAL SUPPORTED BY THIS ITEM

Public Safety – Ensure public safety resources adequately protect our community.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action. Funds for this project were previously allocated under the American Rescue Plan Act (ARPA) Grant. The 5% retention in the amount of \$85,872.07 will be held until after the required thirty (30) day minimum.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Notice of Completion

**RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:**

Attn: Cristina Hall
CITY OF HESPERIA
Engineering Division
9700 Seventh Avenue
Hesperia, CA 92345

SPACE ABOVE THIS LINE FOR RECORDER'S USE
RECORDING FEE WAIVED PURSUANT TO CAL. GOV'T. CODE 27383

NOTICE OF COMPLETION

(CA Civil Code §§ 8180-8190 and 9200-9208)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER of an interest of estate in the hereinafter described real properties.
2. The FULL NAME of the undersigned is: **City of Hesperia**
3. The FULL ADDRESS of the undersigned is: **9700 Seventh Avenue, Hesperia, California 92345.**
4. Work of improvement on the properties hereinafter described was completed and accepted as a whole on **October 7, 2025**
5. The NAME AND ADDRESS OF THE DIRECT CONTRACTOR for such work of improvement as a whole is:
Big Ben Inc. 4790 Irvine Blvd #105-404 Irvine, CA 92620
6. There was completed upon the herein described properties a work of improvement as a whole and is described as follows:
Water Service Line Replacement Project II
7. The real properties on which said work of improvement was completed are located in the City of Hesperia, County of San Bernardino, State of California, and are described as follows:
APN(S): N/A – work was located within public right of way at various locations
8. The street address(es) of said property(ies) is/are:
N/A – work was located within public right of way at various locations

Cristina Hall, Assistant Project Manager

Signature: _____

Name and Title of Person Completing this Form for the City of
Hesperia, a municipal corporation of the State of California

Date: **October 8, 2025**

VERIFICATION

I, the undersigned authorized agent, declare under penalty of perjury under the laws of the State of California that I am the Assistant City Manager and Director of Development Services for the municipal corporation of the foregoing Notice of Completion; I make this verification on behalf of said municipal corporation, owner of the aforesaid interest of estate in the property therein described; I have read said Notice of Completion and know the contents thereof; and the facts therein stated are true and correct to the best of my knowledge.

Executed on _____, at Hesperia, California

Signed: _____
Kevin Sin, Deputy City Engineer

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City of Hesperia

STAFF REPORT



DATE: October 7, 2025

TO: Mayor and Council Members

FROM: Rachel Molina, City Manager

BY: Cassandra Sanchez, Director of Public Works/City Engineer
Kevin Sin, Deputy City Engineer
Dena Alcayaga, Administrative Analyst

SUBJECT: Final Tract Map No. 18989-3

RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 2025-38 approving Final Tract Map No. 18989-3 to amend Tentative Tract Map No. 18989 to reflect the following modifications:

- 1) Expansion of Lot 23 to accommodate a proposed Wastewater Treatment Plant that was originally approved as part of the Tapestry Specific Plan;
- 2) Revision of the overall tract boundary and total acreage to incorporate an additional 1.9 acres, consistent with the approved improvement plans reflecting the re-alignment of Kennedy Meadows; and
- 3) Reconfiguration of lot numbering and other minor adjustments to ensure consistency with recorded maps (Applicant: Silverwood Development Phase I, LLC).

BACKGROUND

On January 26, 2016, the City Council approved Tentative Tract Map No. 18989 to create 39 lots on 986 gross acres within the Tapestry Specific Plan, now known as the Silverwood Project, located south of Ranchero Road at the intersection of I Avenue. The Final Tract Map No. 18989-1 dedicates the backbone right-of-way for future utility infrastructure and streets and creates the planning areas that will be subdivided in the future under Tentative Tract Map No. 18955 to create single family residential lots, parks, open space, public facilities, and commercial development within the Silverwood project.

On March 22, 2023, the Design Review Committee approved a Tentative Tract Revision for Tentative Tract Map 18989 to make minor modifications to Tentative Tract Map 18989 which consists of 986 gross acres and was previously approved for 39 lots and rights-of-way necessary to develop Phase 1 of the Tapestry Specific Plan. The proposed minor adjustments consisted of modifying some of the planning area boundaries and planning area acreages resulting in final road alignments, grading plans, and other refinements. The minor modifications did not result in an increase in the total number of units or modifications to any of the previously approved development standards.

On May 16, 2023, City Council approved Final Map 18989-1 which created 14 numbered lots, 7 lettered lots, remainder parcels and roadway dedications.

On December 3, 2024, City Council approved Final Tract Map No. 18989-2 a subdivision of the remainder parcels and lots "A" through "C", inclusive of Tract Map 18989-1, creating 3 numbered lots and 4 lettered lots of the Tapestry Specific Plan.

On August 13, 2025, the Development Review Committee approved a Tentative Tract Revision for Tentative Tract Map No.18989 to reflect the following modifications: 1) expansion of Lot 23 to accommodate a proposed Wastewater Treatment Plant that was originally approved as part of the Tapestry Specific Plan; 2) revision of the overall tract boundary and total acreage to incorporate an additional 1.9 acres, consistent with the approved improvement plans reflecting the re-alignment of Kennedy Meadows; and 3) reconfiguration of lot numbering and other minor adjustments to ensure consistency with recorded maps. The proposed revisions will not result in an increase in the total number of residential units or any changes to the previously approved development standards.

Staff has reviewed the Final Tract Map No. 18989-3 and determined that it complies with the Tapestry Specific Plan, the Tapestry Development Agreement, the General Plan and zoning regulations, all required conditions of approval, and all local ordinances related to the creation of these parcels. A Subdivision Improvement Agreement and bonds have been collected.

ISSUES/ANALYSIS

There are no issues identified with this item.

FISCAL IMPACT

There are no fiscal impacts to the City related to this action

CITY GOAL SUPPORTED BY THIS ITEM

Future Development - Facilitate balanced growth to ensure cohesive community development and pursue economic development.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Resolution No. 2025-38
2. Final Tract Map No. 18989-3

RESOLUTION NO. 2025-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 18989-3 TO AMEND TENTATIVE TRACT MAP NO. 18989 TO REFLECT THE FOLLOWING MODIFICATIONS: 1) EXPANSION OF LOT 23 TO ACCOMMODATE A PROPOSED WASTEWATER TREATMENT PLANT THAT WAS ORIGINALLY APPROVED AS PART OF THE TAPESTRY SPECIFIC PLAN; 2) REVISION OF THE OVERALL TRACT BOUNDARY AND TOTAL ACREAGE TO INCORPORATE AN ADDITIONAL 1.9 ACRES, CONSISTENT WITH THE APPROVED IMPROVEMENT PLANS REFLECTING THE RE-ALIGNMENT OF KENNEDY MEADOWS; AND 3) RECONFIGURATION OF LOT NUMBERING AND OTHER MINOR ADJUSTMENTS TO ENSURE CONSISTENCY WITH RECORDED MAPS (APPLICANT: SILVERWOOD DEVELOPMENT PHASE I, LLC)

WHEREAS, on January 26, 2016, the City Council recommended that Tentative Tract Map No. 18989 for approval; and

WHEREAS, on March 22, 2023, the Design Review Committee approved a revision to Tentative Tract Map No. 18989; and

WHEREAS, Final Tract Map No. 18989-1 is to create 39 lots on 986 gross acres within the Tapestry Specific Plan; and

WHEREAS, Final Tract Map No. 18989-1 is to accept right-of-way for the backbone infrastructure; and

WHEREAS, on May 16, 2023, the City Council approved Final Tract Map No. 18989-1; and

WHEREAS, on December 3, 2024, City Council approved Final Tract Map No. 18989-2 that created 3 numbered lots and 4 lettered lots; and

WHEREAS on August 13, 2025, the Development Review Committee approved a Tentative Tract Revision for Tentative Tract Map No. 18989 to reflect the following modifications: 1) expansion of Lot 23 to accommodate a proposed Wastewater Treatment Plant that was originally approved as part of the Tapestry Specific Plan; 2) revision of the overall tract boundary and total acreage to incorporate an additional 1.9 acres, consistent with the approved improvement plans reflecting the realignment of Kennedy Meadows; and 3) reconfiguration of lot numbering and other minor adjustments to ensure consistency with recorded maps. The proposed revisions will not result in an increase in the total number of residential units or any changes to the previously approved development standards; and

WHEREAS, all legal prerequisites to the adoption of this resolution have occurred.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF HESPERIA CITY COUNCIL AS FOLLOWS:

Section 1. Final Tract Map No. 18989-3 is hereby approved, and the City Clerk is authorized to present same to the County Recorder to be filed for record.

Section 2. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED AND APPROVED this 7th day of October, 2025.

Allison Lee, Mayor

ATTEST:

Jessica Giber, Assistant City Clerk

SHEET 1 OF 8 SHEETS

IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
TRACT MAP NO. 18989-3

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. L2424-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0065771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 112, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

JUNE, 2025
INLAND VALLEY SURVEYING, INC.

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE CONSENT TO THE PREPARATION AND RECOMMENDATION OF THIS FINAL MAP.

WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF HESPERIA, THE PUBLIC IN GENERAL, AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC ROADS AND UTILITIES, INCLUDING BUT NOT LIMITED TO, THE EASEMENT FOR THE CONVEYANCE OF WATER AS SHOWN ON THIS MAP. THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL AND TO THE SEVERAL PUBLIC UTILITY COMPANIES SHALL BE AND SHALL REMAIN SUPERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF HESPERIA.

WE HEREBY RETAIN LOTS "A" FOR SEWER FACILITY PURPOSES AS SHOWN HEREON FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS MAP.

WE HEREBY ALSO RETAIN LOTS "B" AND "C" FOR "OPEN SPACE", SLOPE AND LANDSCAPE EASEMENTS AS SHOWN HEREON FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS MAP.

SILVERWOOD DEVELOPMENT PHASE 1, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY KNOWN AS TAPESTRY DEVELOPMENT PHASE 1, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY

BY:

JOHN DHANANI, AUTHORIZED REPRESENTATIVE

BENEFICIARY STATEMENT

TAPESTRY DEVELOPMENT PHASE 1, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY AS BENEFICIARY UNDER DEED OF TRUST RECORDED MAY 14, 2021 AS DOC. NO. 2021-0225001 O.R.

BY:

RAY WETA, AUTHORIZED SIGNATURE

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate writes only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____

PUBLIC PERSONALLY APPEARED BEFORE ME _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE INSTRUMENT WAS SIGNED AND DELIVERED BY THE PERSON(S) WHOSE NAME(S) IS/ARE THAT BY HIS/HER/THEIR SIGNATURE(S) AND THE INSTRUMENT THE PERSON(S) HE/ SHE/ IT/ THEY ENTERED UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION NUMBER: _____

EXPIRES: _____

SOILS REPORT NOTE:

PERMANENT TO RECORD BEARING OF THE SUBDIVISION MAP ACT, A SOILS REPORT COVERING THE AREA WITHIN THE SUBDIVISION WAS PREPARED BY ALTA CALIFORNIA GEOTECHNICAL INC., DATED DECEMBER 18, 2001. A COPY OF THE SOILS REPORT IS ON FILE WITH THE CITY.

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate writes only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____

PUBLIC PERSONALLY APPEARED BEFORE ME _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE INSTRUMENT WAS SIGNED AND DELIVERED BY THE PERSON(S) WHOSE NAME(S) IS/ARE THAT BY HIS/HER/THEIR SIGNATURE(S) AND THE INSTRUMENT THE PERSON(S) HE/ SHE/ IT/ THEY ENTERED UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION NUMBER: _____

EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYING AND LOCAL ORDINANCE AT THE REQUEST OF SILVERWOOD DEVELOPMENT PHASE 1, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY ON JUNE 2025. I HEREBY STATE THAT ALL MEASUREMENTS AND CALCULATIONS HAVE BEEN MADE ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY. I HAVE BEEN ADVISED THAT THE SURVEY WILL BE SET IN SUCH POSITIONS IN ACCORDANCE WITH SECTIONS 64409 AND 64498 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE COMPARABLY APPROVED TENTATIVE MAP.

DATE: _____, 2025



MICHAEL A. MELASCHUR
P.L.S. 8509
EXP. 12/31/26

CITY ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, AND THAT THE SUBDIVISION SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREON, AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT, LOCAL ORDINANCES, AND RULES HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: _____, 2025

BY: DAVID B. RIZALDO, P.L.S. 5173
ON BEHALF OF THE CITY ENGINEER

CITY COUNCIL'S ACCEPTANCE CERTIFICATE

THE UNDERSIGNED OFFICER ON BEHALF OF THE CITY COUNCIL PURSUANT TO THE CITY CHARTER OF THE CITY OF HESPERIA, HAS REVIEWED THE TENTATIVE MAP, AND HEREBY APPROVES THE TENTATIVE MAP AND ACCEPTS THE MAP FOR RECORD, SUBJECT TO THEIR IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

DATE: _____, 2025

MELINDA SARE
CITY CLERK, CITY OF HESPERIA

**SAN BERNARDINO COUNTY
RECORDER'S CERTIFICATE**

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____ OF THIS _____ DAY OF _____, 2025, AT _____ M IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF CHICAGO TITLE COMPANY, IN THE AMOUNT OF \$ _____

JOSE GONZALES
ASSESSOR-RECORDER
SAN BERNARDINO COUNTY

BY: _____

DEPUTY RECORDER

TRACT MAP NO. 18989-3

BEING A SUBDIVISION OF A PORTION OF PARCEL "A" OF LOT ONE ADJUSTMENT NO 11424-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 7025-00065771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SMO COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO 18889-2 AS PER MAP FILED IN BOOK 18889-2 AT PAGE 8 THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SMO COUNTY, AND LIVING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

INLAND VALLEY SURVEYING, INC. **JUNE, 2025**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE
 ZONE 3, BASED LOCAL PLANE COORDINATE SYSTEM, CC838,
 74740 AND 75388. ALL BEARINGS SHOWN ON THIS MAP
 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP
 ARE SHOWN QUOTED BEARINGS AND DISTANCES FROM
 REFERENCE POINTS OR DETAILS ARE AS SHOWN PER THAT
 REFERENCE. ALL DISTANCES SHOWN ARE GROUND
 DISTANCES. DISTANCES NOT SPECIFIED OTHERWISE. GROUND DISTANCES
 MAY BE OBTAINED BY A COMBINATION FACTOR OF 0.9999403. CALCULATIONS
 WERE MADE AT POINT NO. 3000. WITH COORDINATES OF:
 N. 1,960,125.625; E. 6,779,938.086. USING AN ELEVATION
 OF 1291.21.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE
 ZONE 3, BASED LOCAL PLANE COORDINATE SYSTEM, CC838,
 74740 AND 75388. ALL BEARINGS SHOWN ON THIS MAP
 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP
 ARE SHOWN QUOTED BEARINGS AND DISTANCES FROM
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 WERE MADE AT POINT NO. 3000. WITH COORDINATES OF:
 N. 1,960,125.625; E. 6,779,938.086. USING AN ELEVATION
 OF 1291.21.

[illegible][illegible]

NO	BRANCH	LENGTH
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3	3	14.18
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5	5	14.18
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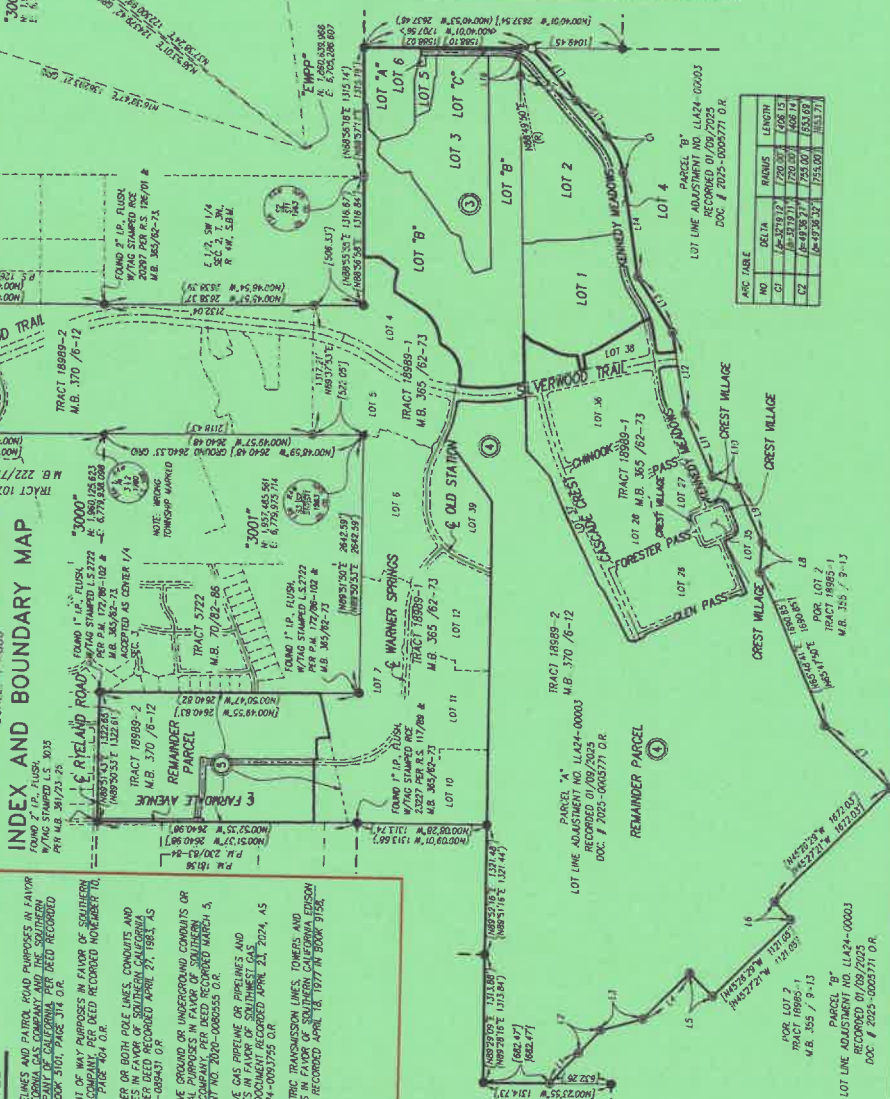
	NO.	DELTA	RADIUS	LENGTH
	C1	$\delta = 32.19 \text{ } ^\circ$	720.00	408.15
		$\delta = 32.19 \text{ } ^\circ$	720.00	408.14
	C2	$\delta = 49.58 \text{ } ^\circ$	725.00	553.69



1	EASEMENT FOR PIPELINES AND PATROL ROAD PURPOSES IN FAVOR OF THE CALIFORNIA ELECTRIC POWER COMPANY AND THE SOUTHERN CALIFORNIA GAS COMPANY. PER DEED RECORDED MARCH 4, 1960 IN BOOK 3101, PAGE 21. OR.
2	EASEMENT FOR RIGHT OF WAY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA ELECTRIC COMPANY. PER DEED RECORDED NOVEMBER 12, 1963 IN BOOK 3106, PAGE 604. OR.
3	EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS AND MINORIAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA ELECTRIC COMPANY. PER DEED RECORDED MAY 27, 1963, AS INSTRUMENT NO. 43-084947. OR.
4	EASEMENT FOR ABOVE GROUP OR UNDERGROUND CONDUITS OR BOTH AND MINORIAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA ELECTRIC COMPANY. PER DEED RECORDED MARCH 4, 1960, AS INSTRUMENT NO. 200-000245. OR.
5	EASEMENT FOR ABOVE GAS PIPELINE OR PIPE LINES AND MINORIAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY. PER DEED RECORDED MARCH 21, 1964, AS INSTRUMENT NO. 204-003175. OR.
6	EASEMENT FOR ELECTRIC TRANSMISSION LINES, TOWERS AND ACCESS IN FAVOR OF SOUTHERN CALIFORNIA ELECTRIC COMPANY. PER DEED RECORDED APRIL 10, 1977 IN BOOK 3509, PAGE 10. OR.



INDEX AND BOUNDARY MAP





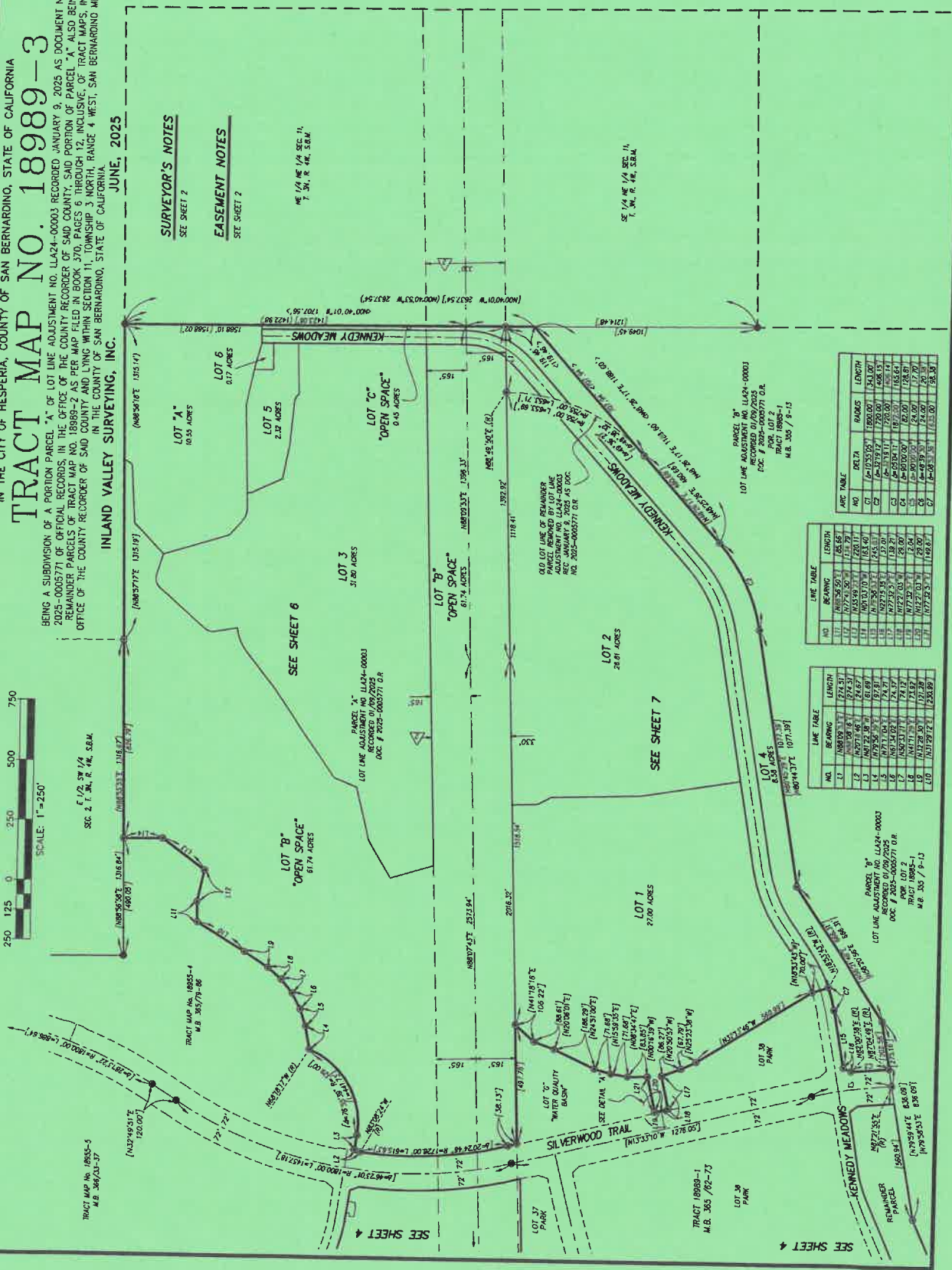
IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
TRACT MAP NO. 18989-3
SHEET 3 OF 8 SHEETS

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. 11424-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 118-120, THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

INLAND VALLEY SURVEYING, INC.
JUNE, 2025

SURVEYOR'S NOTES
SEE SHEET 2

EASEMENT NOTES
SEE SHEET 2



LOT 1

NO.	BEARING	LENGTH
1	N 88° 59' 31" E	727.51
2	N 88° 59' 31" E	727.51
3	N 88° 59' 31" E	727.51
4	N 88° 59' 31" E	727.51
5	N 88° 59' 31" E	727.51
6	N 88° 59' 31" E	727.51
7	N 88° 59' 31" E	727.51
8	N 88° 59' 31" E	727.51
9	N 88° 59' 31" E	727.51
10	N 88° 59' 31" E	727.51

LOT 2

NO.	BEARING	LENGTH
1	N 88° 59' 31" E	727.51
2	N 88° 59' 31" E	727.51
3	N 88° 59' 31" E	727.51
4	N 88° 59' 31" E	727.51
5	N 88° 59' 31" E	727.51
6	N 88° 59' 31" E	727.51
7	N 88° 59' 31" E	727.51
8	N 88° 59' 31" E	727.51
9	N 88° 59' 31" E	727.51
10	N 88° 59' 31" E	727.51

LOT 3

NO.	BEARING	LENGTH
1	N 88° 59' 31" E	727.51
2	N 88° 59' 31" E	727.51
3	N 88° 59' 31" E	727.51
4	N 88° 59' 31" E	727.51
5	N 88° 59' 31" E	727.51
6	N 88° 59' 31" E	727.51
7	N 88° 59' 31" E	727.51
8	N 88° 59' 31" E	727.51
9	N 88° 59' 31" E	727.51
10	N 88° 59' 31" E	727.51

LOT 4

NO.	BEARING	LENGTH
1	N 88° 59' 31" E	727.51
2	N 88° 59' 31" E	727.51
3	N 88° 59' 31" E	727.51
4	N 88° 59' 31" E	727.51
5	N 88° 59' 31" E	727.51
6	N 88° 59' 31" E	727.51
7	N 88° 59' 31" E	727.51
8	N 88° 59' 31" E	727.51
9	N 88° 59' 31" E	727.51
10	N 88° 59' 31" E	727.51

LOT 5

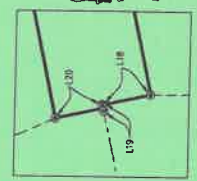
NO.	BEARING	LENGTH
1	N 88° 59' 31" E	727.51
2	N 88° 59' 31" E	727.51
3	N 88° 59' 31" E	727.51
4	N 88° 59' 31" E	727.51
5	N 88° 59' 31" E	727.51
6	N 88° 59' 31" E	727.51
7	N 88° 59' 31" E	727.51
8	N 88° 59' 31" E	727.51
9	N 88° 59' 31" E	727.51
10	N 88° 59' 31" E	727.51

LOT 6

NO.	BEARING	LENGTH
1	N 88° 59' 31" E	727.51
2	N 88° 59' 31" E	727.51
3	N 88° 59' 31" E	727.51
4	N 88° 59' 31" E	727.51
5	N 88° 59' 31" E	727.51
6	N 88° 59' 31" E	727.51
7	N 88° 59' 31" E	727.51
8	N 88° 59' 31" E	727.51
9	N 88° 59' 31" E	727.51
10	N 88° 59' 31" E	727.51

LOT 7

NO.	BEARING	LENGTH
1	N 88° 59' 31" E	727.51
2	N 88° 59' 31" E	727.51
3	N 88° 59' 31" E	727.51
4	N 88° 59' 31" E	727.51
5	N 88° 59' 31" E	727.51
6	N 88° 59' 31" E	727.51
7	N 88° 59' 31" E	727.51
8	N 88° 59' 31" E	727.51
9	N 88° 59' 31" E	727.51
10	N 88° 59' 31" E	727.51



IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

TRACT MAP NO. 18989-3

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. 11424-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

INLAND VALLEY SURVEYING, INC.

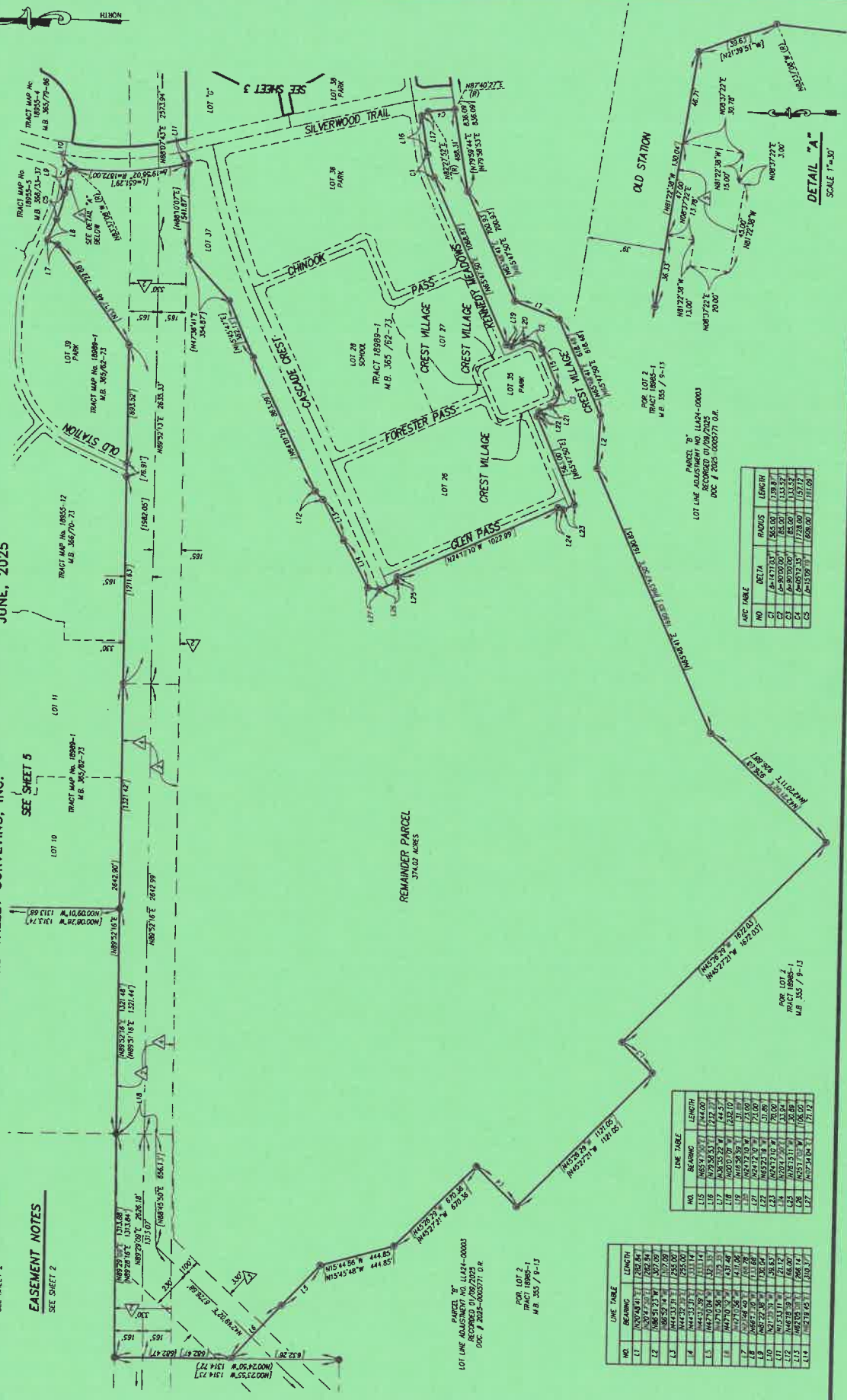
JUNE, 2025

SHEET 4 OF 8 SHEETS



SURVEYOR'S NOTES
SEE SHEET 2

EASEMENT NOTES
SEE SHEET 2



ARC TABLE

ARC	DETA	RADIUS	LENGTH
1	0.01745	100.00	1.745
2	0.03491	100.00	3.491
3	0.05236	100.00	5.236
4	0.06981	100.00	6.981
5	0.08727	100.00	8.727
6	0.10472	100.00	10.472
7	0.12217	100.00	12.217
8	0.13962	100.00	13.962
9	0.15708	100.00	15.708
10	0.17453	100.00	17.453
11	0.19198	100.00	19.198
12	0.20943	100.00	20.943
13	0.22688	100.00	22.688
14	0.24434	100.00	24.434
15	0.26179	100.00	26.179
16	0.27924	100.00	27.924
17	0.29669	100.00	29.669
18	0.31414	100.00	31.414
19	0.33159	100.00	33.159
20	0.34904	100.00	34.904
21	0.36649	100.00	36.649
22	0.38394	100.00	38.394
23	0.40139	100.00	40.139
24	0.41884	100.00	41.884
25	0.43629	100.00	43.629
26	0.45374	100.00	45.374
27	0.47119	100.00	47.119
28	0.48864	100.00	48.864
29	0.50609	100.00	50.609
30	0.52354	100.00	52.354
31	0.54099	100.00	54.099
32	0.55844	100.00	55.844
33	0.57589	100.00	57.589
34	0.59334	100.00	59.334
35	0.61079	100.00	61.079
36	0.62824	100.00	62.824
37	0.64569	100.00	64.569
38	0.66314	100.00	66.314
39	0.68059	100.00	68.059
40	0.69804	100.00	69.804
41	0.71549	100.00	71.549
42	0.73294	100.00	73.294
43	0.75039	100.00	75.039
44	0.76784	100.00	76.784
45	0.78529	100.00	78.529
46	0.80274	100.00	80.274
47	0.82019	100.00	82.019
48	0.83764	100.00	83.764
49	0.85509	100.00	85.509
50	0.87254	100.00	87.254
51	0.88999	100.00	88.999
52	0.90744	100.00	90.744
53	0.92489	100.00	92.489
54	0.94234	100.00	94.234
55	0.95979	100.00	95.979
56	0.97724	100.00	97.724
57	0.99469	100.00	99.469
58	1.01214	100.00	101.214
59	1.02959	100.00	102.959
60	1.04704	100.00	104.704
61	1.06449	100.00	106.449
62	1.08194	100.00	108.194
63	1.09939	100.00	109.939
64	1.11684	100.00	111.684
65	1.13429	100.00	113.429
66	1.15174	100.00	115.174
67	1.16919	100.00	116.919
68	1.18664	100.00	118.664
69	1.20409	100.00	120.409
70	1.22154	100.00	122.154
71	1.23899	100.00	123.899
72	1.25644	100.00	125.644
73	1.27389	100.00	127.389
74	1.29134	100.00	129.134
75	1.30879	100.00	130.879
76	1.32624	100.00	132.624
77	1.34369	100.00	134.369
78	1.36114	100.00	136.114
79	1.37859	100.00	137.859
80	1.39604	100.00	139.604
81	1.41349	100.00	141.349
82	1.43094	100.00	143.094
83	1.44839	100.00	144.839
84	1.46584	100.00	146.584
85	1.48329	100.00	148.329
86	1.50074	100.00	150.074
87	1.51819	100.00	151.819
88	1.53564	100.00	153.564
89	1.55309	100.00	155.309
90	1.57054	100.00	157.054
91	1.58799	100.00	158.799
92	1.60544	100.00	160.544
93	1.62289	100.00	162.289
94	1.64034	100.00	164.034
95	1.65779	100.00	165.779
96	1.67524	100.00	167.524
97	1.69269	100.00	169.269
98	1.71014	100.00	171.014
99	1.72759	100.00	172.759
100	1.74504	100.00	174.504

LINE TABLE

NO.	BEARING	LENGTH
1	N65°10'00"E	244.00
2	N65°10'00"E	244.00
3	N65°10'00"E	244.00
4	N65°10'00"E	244.00
5	N65°10'00"E	244.00
6	N65°10'00"E	244.00
7	N65°10'00"E	244.00
8	N65°10'00"E	244.00
9	N65°10'00"E	244.00
10	N65°10'00"E	244.00
11	N65°10'00"E	244.00
12	N65°10'00"E	244.00
13	N65°10'00"E	244.00
14	N65°10'00"E	244.00
15	N65°10'00"E	244.00
16	N65°10'00"E	244.00
17	N65°10'00"E	244.00
18	N65°10'00"E	244.00
19	N65°10'00"E	244.00
20	N65°10'00"E	244.00
21	N65°10'00"E	244.00
22	N65°10'00"E	244.00
23	N65°10'00"E	244.00
24	N65°10'00"E	244.00
25	N65°10'00"E	244.00
26	N65°10'00"E	244.00
27	N65°10'00"E	244.00
28	N65°10'00"E	244.00
29	N65°10'00"E	244.00
30	N65°10'00"E	244.00
31	N65°10'00"E	244.00
32	N65°10'00"E	244.00
33	N65°10'00"E	244.00
34	N65°10'00"E	244.00
35	N65°10'00"E	244.00
36	N65°10'00"E	244.00
37	N65°10'00"E	244.00
38	N65°10'00"E	244.00
39	N65°10'00"E	244.00
40	N65°10'00"E	244.00
41	N65°10'00"E	244.00
42	N65°10'00"E	244.00
43	N65°10'00"E	244.00
44	N65°10'00"E	244.00
45	N65°10'00"E	244.00
46	N65°10'00"E	244.00
47	N65°10'00"E	244.00
48	N65°10'00"E	244.00
49	N65°10'00"E	244.00
50	N65°10'00"E	244.00
51	N65°10'00"E	244.00
52	N65°10'00"E	244.00
53	N65°10'00"E	244.00
54	N65°10'00"E	244.00
55	N65°10'00"E	244.00
56	N65°10'00"E	244.00
57	N65°10'00"E	244.00
58	N65°10'00"E	244.00
59	N65°10'00"E	244.00
60	N65°10'00"E	244.00
61	N65°10'00"E	244.00
62	N65°10'00"E	244.00
63	N65°10'00"E	244.00
64	N65°10'00"E	244.00
65	N65°10'00"E	244.00
66	N65°10'00"E	244.00
67	N65°10'00"E	244.00
68	N65°10'00"E	244.00
69	N65°10'00"E	244.00
70	N65°10'00"E	244.00
71	N65°10'00"E	244.00
72	N65°10'00"E	244.00
73	N65°10'00"E	244.00
74	N65°10'00"E	244.00
75	N65°10'00"E	244.00
76	N65°10'00"E	244.00
77	N65°10'00"E	244.00
78	N65°10'00"E	244.00
79	N65°10'00"E	244.00
80	N65°10'00"E	244.00
81	N65°10'00"E	244.00
82	N65°10'00"E	244.00
83	N65°10'00"E	244.00
84	N65°10'00"E	244.00
85	N65°10'00"E	244.00
86	N65°10'00"E	244.00
87	N65°10'00"E	244.00
88	N65°10'00"E	244.00
89	N65°10'00"E	244.00
90	N65°10'00"E	244.00
91	N65°10'00"E	244.00
92	N65°10'00"E	244.00
93	N65°10'00"E	244.00
94	N65°10'00"E	244.00
95	N65°10'00"E	244.00
96	N65°10'00"E	244.00
97	N65°10'00"E	244.00
98	N65°10'00"E	244.00
99	N65°10'00"E	244.00
100	N65°10'00"E	244.00

PARCEL 34
LOT LINE ADJUSTMENT NO. 11424-00003
RECORDED 01/09/2025
DOC # 2025-0005771 O.R.

FOR LOT 2
TRACT 18989-1
M.B. 355 / 9-13

LINE TABLE		
NO.	BEARING	LENGTH
1	N30°34'39"E	282.04
2	N30°34'39"E	282.04
3	N68°51'21"E	167.09
4	N68°52'14"E	167.09
5	N44°33'31"E	255.00
6	N44°32'57"E	255.00
7	N44°33'31"E	255.00
8	N44°33'39"E	255.11
9	N44°37'04"E	325.35
10	N44°36'58"E	325.35
11	N44°37'02"E	433.48
12	N44°37'02"E	433.48
13	N44°37'02"E	433.48
14	N44°37'02"E	433.48
15	N44°37'02"E	433.48
16	N44°37'02"E	433.48
17	N44°37'02"E	433.48
18	N44°37'02"E	433.48
19	N44°37'02"E	433.48
20	N44°37'02"E	433.48
21	N44°37'02"E	433.48
22	N44°37'02"E	433.48
23	N44°37'02"E	433.48
24	N44°37'02"E	433.48
25	N44°37'02"E	433.48
26	N44°37'02"E	433.48
27	N44°37'02"E	433.48
28	N44°37'02"E	433.48
29	N44°37'02"E	433.48
30	N44°37'02"E	433.48
31	N44°37'02"E	433.48
32	N44°37'02"E	433.48
33	N44°37'02"E	433.48
34	N44°37'02"E	433.48
35	N44°37'02"E	433.48
36	N44°37'02"E	433.48
37	N44°37'02"E	433.48
38	N44°37'02"E	433.48
39	N44°37'02"E	433.48
40	N44°37'02"E	433.48
41	N44°37'02"E	433.48
42	N44°37'02"E	433.48
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44	N44°37'02"E	433.48
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58	N44°37'02"E	433.48
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62	N44°37'02"E	433.48
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64	N44°37'02"E	433.48
65	N44°37'02"E	433.48
66	N44°37'02"E	433.48
67	N44°37'02"E	433.48
68	N44°37'02"E	433.48
69	N44°37'02"E	433.48
70	N44°37'02"E	433.48
71	N44°37'02"E	433.48
72	N44°37'02"E	433.48
73	N44°37'02"E	433.48
74	N44°37'02"E	433.48
75	N44°37'02"E	433.48
76	N44°37'02"E	433.48
77	N44°37'02"E	433.48
78	N44°37'02"E	433.48
79	N44°37'02"E	433.48
80	N44°37'02"E	433.48
81	N44°37'02"E	433.48
82	N44°37'02"E	433.48
83	N44°37'02"E	433.48
84	N44°37'02"E	433.48
85	N44°37'02"E	433.48
86	N44°37'02"E	433.48
87	N44°37'02"E	433.48
88	N44°37'02"E	433.48
89	N44°37'02"E	433.48
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91	N44°37'02"E	433.48
92	N44°37'02"E	433.48
93	N44°37'02"E	433.48
94	N44°37'02"E	433.48
95	N44°37'02"E	433.48
96	N44°37'02"E	433.48
97	N44°37'02"E	433.48
98	N44°37'02"E	433.48
99	N44°37'02"E	433.48
100	N44°37'02"E	433.48

TRACT MAP NO. 18989-3

SHEET 5 OF 8 SHEETS

IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. LLA24-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

SURVEYOR'S NOTES

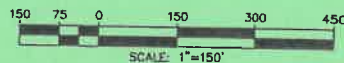
SEE SHEET 2

INLAND VALLEY SURVEYING, INC.

JUNE, 2025

EASEMENT NOTES

SEE SHEET 2



FOUND 1" I.P. FLUSH
W/TAG STAMPED L.S. 3035
PER M.B. 381/23-25 &
M.B. 385/82-73

P.M. 15448
P.M. 1917-2

P.M. 8873
P.M. 88/50

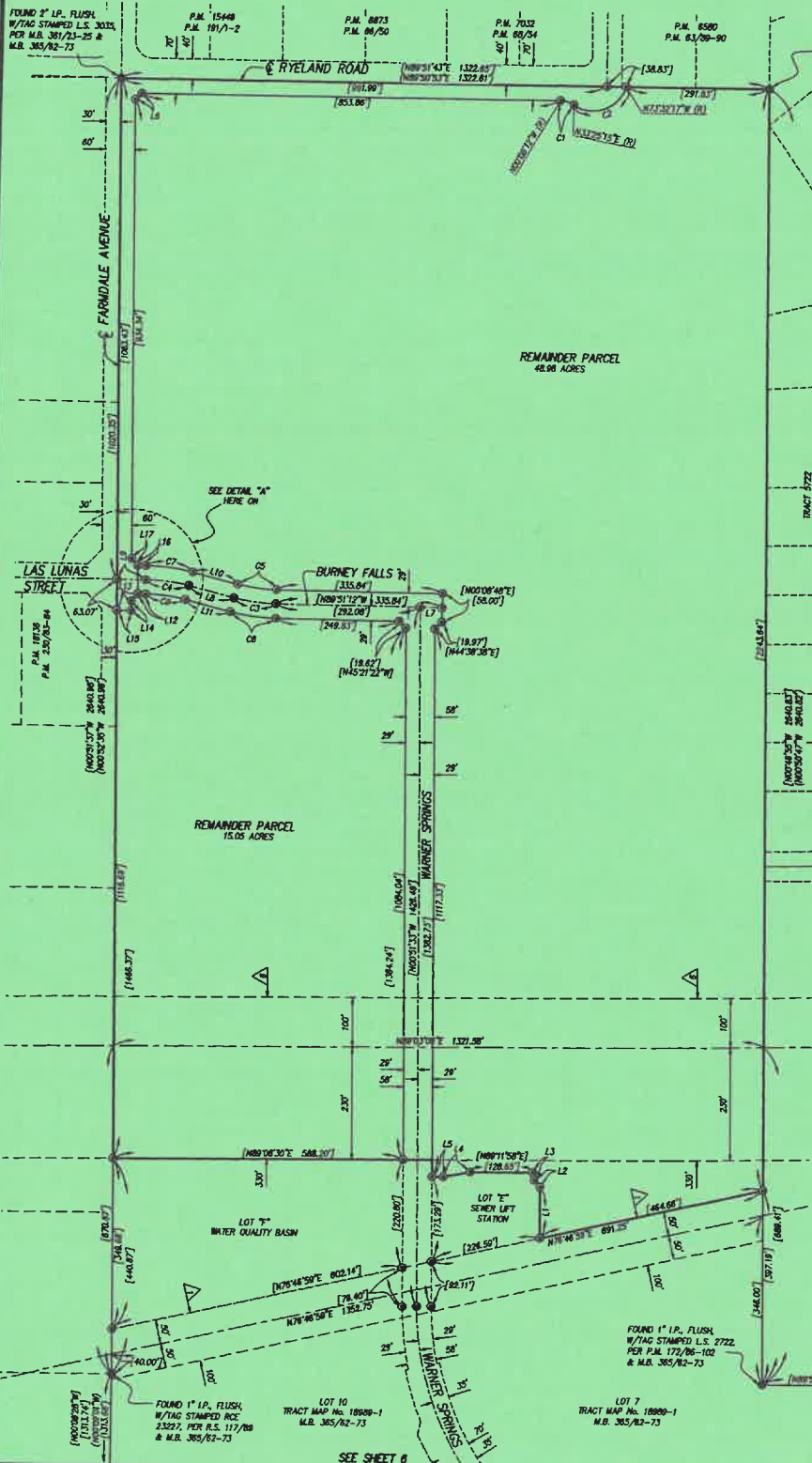
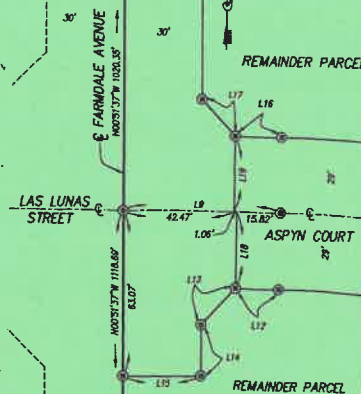
P.M. 7032
P.M. 88/54

P.M. 8580
P.M. 83/88-90

FOUND 1" I.P. FLUSH W/TAG
STAMPED L.S. 2722 PER P.M.
172/86-102 & M.B. 380/82-73
ADOPTED AS CENTER 1/4 SEC. 3

DETAIL "A"

SCALE 1"=30'



NO.	BEARING	LENGTH
L1	N89°10'28"W	104.88
L2	N81°10'31"W	108.15
L3	N11°08'17"W	178.29
L4	N79°40'40"E	155.50
L5	N89°10'27"E	122.29
L6	N44°30'11"E	118.50
L7	N88°51'12"W	143.79
L8	N76°16'10"W	105.53
L9	N89°50'41"E	108.54
L10	N76°16'10"W	105.53
L11	N76°16'10"W	105.53
L12	N42°23'48"E	108.25
L13	N89°51'37"W	108.54
L14	N89°10'27"E	122.29
L15	N89°50'41"E	108.54
L16	N42°23'48"E	108.25
L17	N42°23'48"E	108.25
L18	N89°10'27"E	122.29
L19	N89°10'27"E	122.29

ARC	DELTA	RADIUS	LENGTH
C1	Δ=13°32'27"	150.00'	178.29'
C2	Δ=13°32'27"	150.00'	178.29'
C3	Δ=13°32'27"	150.00'	178.29'
C4	Δ=13°32'27"	150.00'	178.29'
C5	Δ=13°32'27"	150.00'	178.29'
C6	Δ=13°32'27"	150.00'	178.29'
C7	Δ=13°32'27"	150.00'	178.29'
C8	Δ=13°32'27"	150.00'	178.29'

SEE SHEET 8

TRACT MAP NO. 18989-3

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. LLA24-00003 RECORDED JANUARY 9, 2005 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF PARCEL "A", ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 12 INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

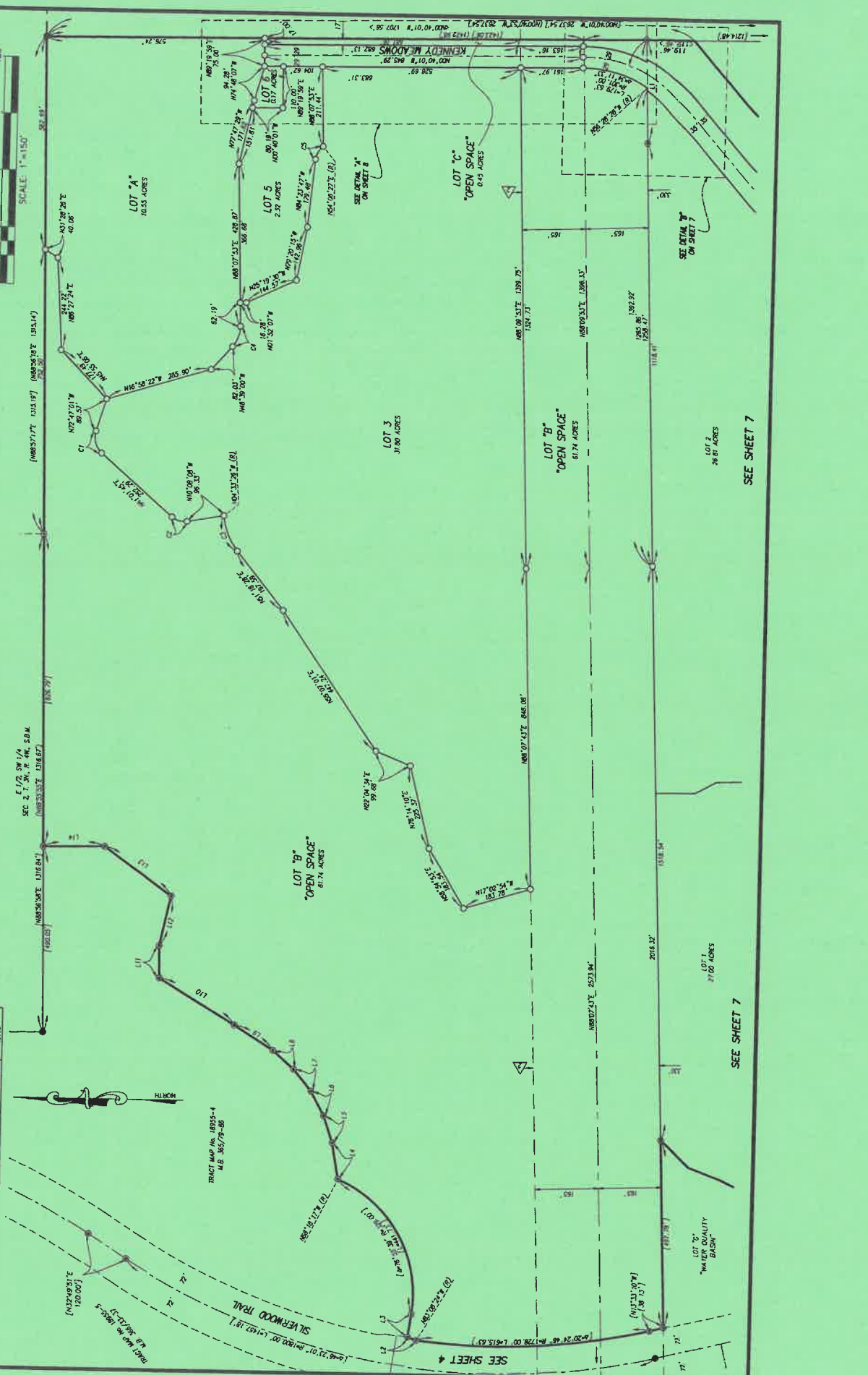
SURVEYOR'S NOTES
SEE SHEET 2

EASEMENT NOTES
SEE SHEET 2

JUNE, 2025

INLAND VALLEY SURVEYING, INC.

TRACT MAP NO. 18989-4
S.B. 30479-30



LINE TABLE

NO.	BEARING	LENGTH
1	N 89° 58' 30" E	15.68
2	N 77° 41' 50" W	17.78
3	N 63° 53' 11" E	120.17
4	N 60° 10' 10" W	163.45

ARC TABLE

NO.	CHORD	RADIUS	LENGTH
1	248.71	114	53.00
2	248.71	114	53.00
3	248.71	114	53.00
4	248.71	114	53.00
5	248.71	114	53.00

SEE SHEET 4

SEE SHEET 7

SEE SHEET 8

SEE SHEET 9

SEE SHEET 10

SEE SHEET 11

SEE SHEET 12

SEE SHEET 13

SEE SHEET 14

SEE SHEET 15

SEE SHEET 16

SEE SHEET 17

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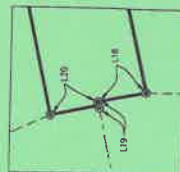
JUNE, 2025

EASEMENT NOTES



LINE TABLE		
NO.	BEARING	LENGTH
1.1	N 80° 00' 55" E	274.51
1.2	N 88° 00' 33" E	274.31
1.3	N 79° 50' 53" E	245.03
1.4	N 22° 15' 35" E	37.01
1.5	N 71° 10' 52" E	138.21
1.6	N 12° 02' 52" E	189.03
1.7	N 77° 17' 52" E	12.04
1.8	N 12° 02' 01" E	23.00
1.9	N 77° 17' 52" E	149.67
1.10	N 58° 20' 56" E	162.57
1.11	N 88° 00' 55" E	17.00

ARC TABLE				
NO.	DELT A	RADIUS	LENGTH	
C1	0-10 53 05	1800.00	141.00	
C2	0-10 53 36	835.00	98.30	
C3	0-05 04 11	1672.00	165.84	
C4	0-32 19 12	720.00	426.15	
C5	0-32 19 11	720.00	426.14	
C6	0-20 34 57	301.00	1.05	
C7	0-00 25 43	339.00	2.47	
C8	0-09 17 58	359.00	1.08	
C9	0-09 19 11	385.00	379.99	
C10	0-24 33 41	600.00	255.48	
C11	0-14 45 21	600.00	154.32	
C12	0-31 19 11			



DETAIL "A"

TRACT MAP NO. 18989-3

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. 11A24-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

JUNE, 2025

SEE SHEET 2

SEE SHEET 2

SEE SHEET 6

DETAIL "A"
NOT TO SCALE

IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

SHEET 1 OF 8 SHEETS

TRACT MAP NO. 18989-3

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. LLA24-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

INLAND VALLEY SURVEYING, INC.

JUNE, 2025

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF HESPERIA, THE PUBLIC IN GENERAL, AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES IN, UNDER, OVER, THROUGH, AND ACROSS KENNEDY MEADOWS AS SHOWN ON THIS MAP. THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF HESPERIA.

WE HEREBY RETAIN LOTS "A" FOR SEWER FACILITY PURPOSES AS SHOWN HEREON FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS MAP;

WE HEREBY ALSO RETAIN LOTS "B" AND "C" FOR "OPEN SPACE", SLOPE AND LANDSCAPE EASEMENTS AS SHOWN HEREON FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS MAP;

SILVERWOOD DEVELOPMENT PHASE 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY KNOWN AS TAPESTRY DEVELOPMENT PHASE 1. LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
JOHN OHANIAN, AUTHORIZED REPRESENTATIVE

BENEFICIARY STATEMENT

TAPESTRY DEVELOPMENT PHASE 1. LLC, A DELAWARE LIMITED LIABILITY COMPANY AS BENEFICIARY UNDER DEED OF TRUST RECORDED MAY 14, 2021 AS DOC. NO. 2021-0225001 O.R.

BY: _____
RAY WIRTA, AUTHORIZED SIGNATURE

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____, A NOTARY PUBLIC PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION NUMBER: _____
EXPIRES: _____

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____, A NOTARY PUBLIC PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION NUMBER: _____
EXPIRES: _____

AUDITOR-CONTROLLER/TREASURER TAX COLLECTOR CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE \$_____.

DATE: _____, 2025

ENSEN MASON
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

BY: _____, DEPUTY

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, (STATE, COUNTY, MUNICIPAL OR LOCAL) AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE SAN BERNARDINO COUNTY ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATE: _____, 2025

LYNNA MONELL
CLERK OF THE BOARD OF SUPERVISORS SAN BERNARDINO COUNTY

BY: _____, DEPUTY

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

THE SIGNATURE OF SOUTHERN CALIFORNIA GAS COMPANY AND THE SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PIPELINES AND PATROL ROAD PURPOSES, PER DEED RECORDED APRIL 4, 1960 IN BOOK 5101, PAGE 314 O.R.

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR RIGHT OF WAY PURPOSES, PER DEED RECORDED NOVEMBER 10, 1965 IN BOOK 6510, PAGE 404 O.R.

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR ELECTRIC TRANSMISSION LINES, TOWERS AND INGRESS AND EGRESS, PER DEED RECORDED APRIL 18, 1977 IN BOOK 9158, PAGE 32 O.R.

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS AND INCIDENTAL PURPOSES, PER DEED RECORDED APRIL 27, 1983, AS INSTRUMENT NO. 83-089431 O.R.

THE SIGNATURE OF SAN BERNARDINO COUNTY, HOLDER OF AN EASEMENT FOR HIGHWAY AND ROAD PURPOSES, PER DEED RECORDED FEBRUARY 24, 1989, AS INSTRUMENT NO. 89-066279 O.R.

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS AND INCIDENTAL PURPOSES, PER DEED RECORDED MARCH 5, 2020, AS INSTRUMENT NO. 2020-0080555 O.R.

THE SIGNATURE OF SOUTHWEST GAS CORPORATION, HOLDER OF AN EASEMENT FOR GAS PIPELINE OR PIPELINES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED APRIL 23, 2024, AS INSTRUMENT NO. 2024-0224683 O.R.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SILVERWOOD DEVELOPMENT PHASE 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY ON JUNE 2025. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN SUCH POSITIONS IN ACCORDANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: _____, 2025

MIGUEL A. VILLASENOR
L.S. 8509
EXP. 12/31/26



CITY ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, AND THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THERETO, AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: _____, 2025

BY: _____
DAVID B. RAGLAND, P.L.S 5173
ON BEHALF OF THE CITY ENGINEER

CITY COUNCIL'S ACCEPTANCE CERTIFICATE

THE UNDERSIGNED OFFICER ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY TITLE 17 OF THE CITY HESPERIA MUNICIPAL CODE, HEREBY APPROVES THE ANNEXED MAP AND ACCEPTS KENNEDY MEADOWS SUBJECT TO THEIR IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

DATE: _____, 2025

MELINDA SAYRE
CITY CLERK, CITY OF HESPERIA

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____, THIS _____ DAY OF _____, 2025. AT _____M IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF CHICAGO TITLE COMPANY, IN THE AMOUNT OF \$ _____

JOSIE GONZALES
ASSESSOR-RECORDER
SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

TRACT MAP NO. 18989-3

SHEET 3 OF 8 SHEETS

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. LLA24-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

INLAND VALLEY SURVEYING, INC.

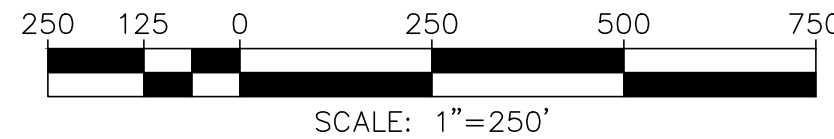
JUNE, 2025

SURVEYOR'S NOTES

SEE SHEET 2

EASEMENT NOTES

SEE SHEET 2



E 1/2, SW 1/4
SEC. 2, T. 3N., R. 4W., S.B.M.

TRACT MAP No. 18955-5
M.B. 366/33-37

TRACT MAP No. 18955-4
M.B. 365/79-86

LOT "A"
10.55 ACRES

LOT 6
0.17 ACRES

LOT 5
2.32 ACRES

SEE SHEET 6

LOT 3
31.80 ACRES

LOT "C"
"OPEN SPACE"
0.45 ACRES

NE 1/4 NE 1/4 SEC. 11,
T. 3N., R. 4W., S.B.M.

LOT "B"
"OPEN SPACE"
61.74 ACRES

LOT 2
26.81 ACRES

SEE SHEET 7

LOT 1
27.00 ACRES

LOT "G"
"WATER QUALITY BASIN"

LOT 37
PARK

TRACT 18989-1
M.B. 365 / 62-73

LOT 36
PARK

LOT 38
PARK

SEE SHEET 4

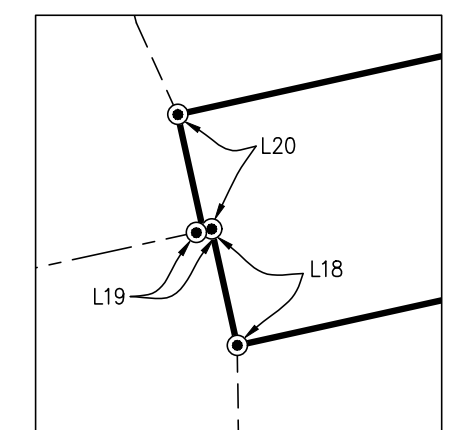
KENNEDY MEADOWS

PARCEL "B"
LOT LINE ADJUSTMENT NO. LLA24-00003
RECORDED 01/09/2025
DOC. # 2025-0005771 O.R.
POR. LOT 2
TRACT 18985-1
M.B. 355 / 9-13

LINE TABLE		
NO.	BEARING	LENGTH
L1	[N88°09'53"E]	[274.51']
L2	[N88°08'16"E]	[274.51']
L3	[N20°18'46"E]	[24.67']
L4	[N81°22'38"W]	[61.69']
L5	[N79°56'39"E]	[97.91']
L6	[N71°17'04"E]	[74.71']
L7	[N61°34'02"E]	[74.37']
L8	[N50°33'21"E]	[74.12']
L9	[N41°11'29"E]	[73.92']
L10	[N32°28'30"E]	[121.28']
L11	[N31°29'12"E]	[230.99']

LINE TABLE		
NO.	BEARING	LENGTH
L11	[N88°56'50"E]	[85.66']
L12	[N77°45'50"W]	[134.79']
L13	[N35°49'23"E]	[220.11']
L14	[N01°03'10"W]	[163.40']
L15	[N79°58'53"E]	[245.03']
L16	[N22°15'35"E]	[137.01']
L17	[N77°32'57"E]	[139.21']
L18	[N12°27'03"W]	[29.00']
L19	[N77°32'57"E]	[2.04']
L20	[N12°27'03"W]	[29.00']
L21	[N77°32'57"E]	[149.67']

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	[Δ=10°55'05"]	[1800.00']	[343.00']
C2	[Δ=32°19'12"]	[720.00']	[406.15']
C3	[Δ=05°04'11"]	[1872.00']	[165.64']
C4	[Δ=90°00'00"]	[82.00']	[128.81']
C5	[Δ=90°00'00"]	[24.00']	[37.70']
C6	[Δ=48°39'30"]	[24.00']	[20.38']
C7	[Δ=08°52'36"]	[635.00']	[98.38']



DETAIL "A"
NOT TO SCALE

IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

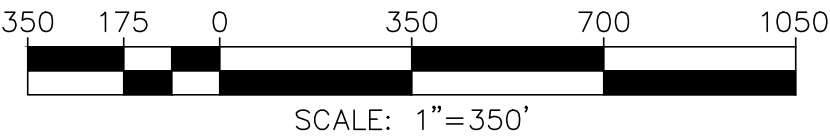
TRACT MAP NO. 18989-3

SHEET 4 OF 8 SHEETS

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. LLA24-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

INLAND VALLEY SURVEYING, INC.

JUNE, 2025

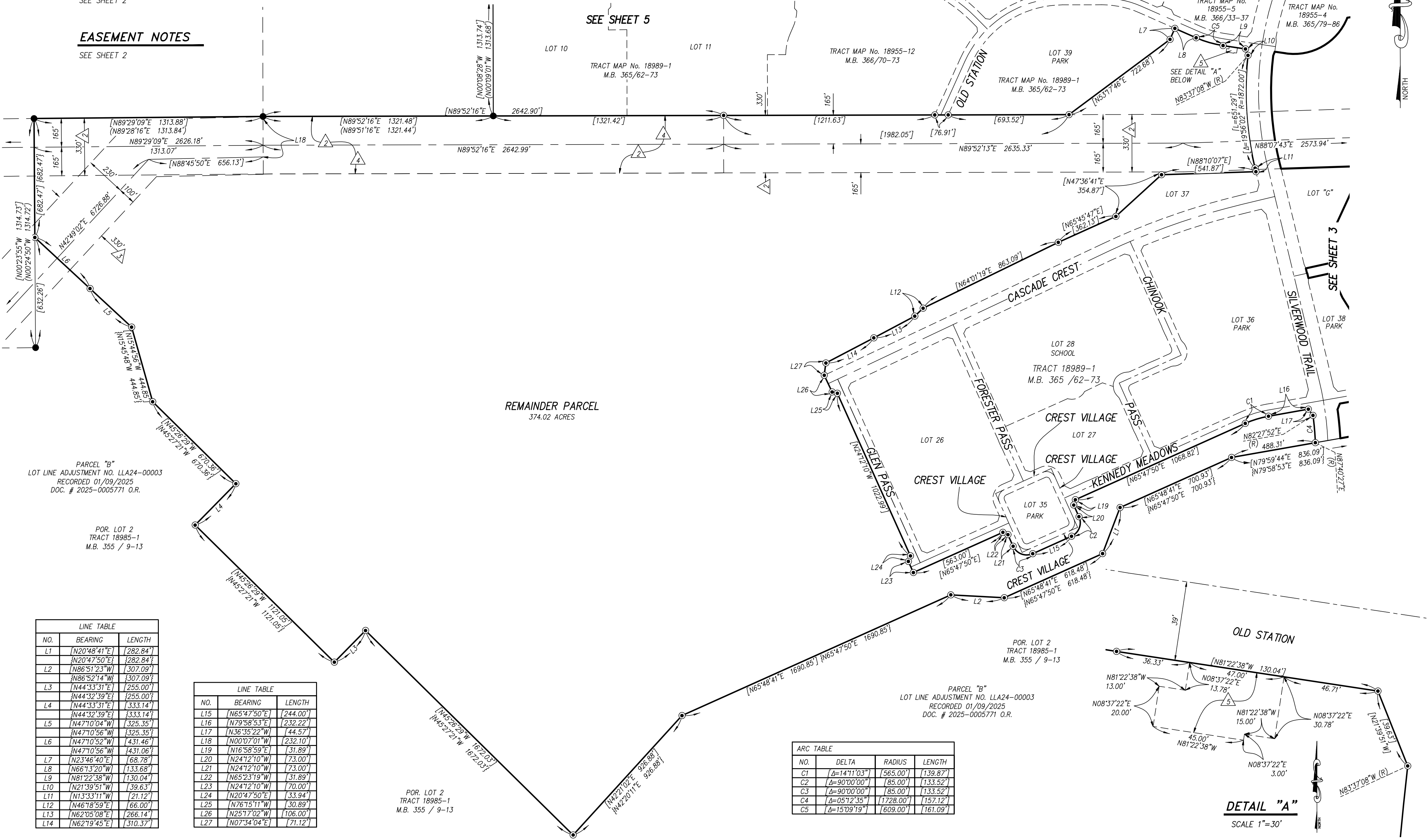


SURVEYOR'S NOTES

SEE SHEET 2

EASEMENT NOTES

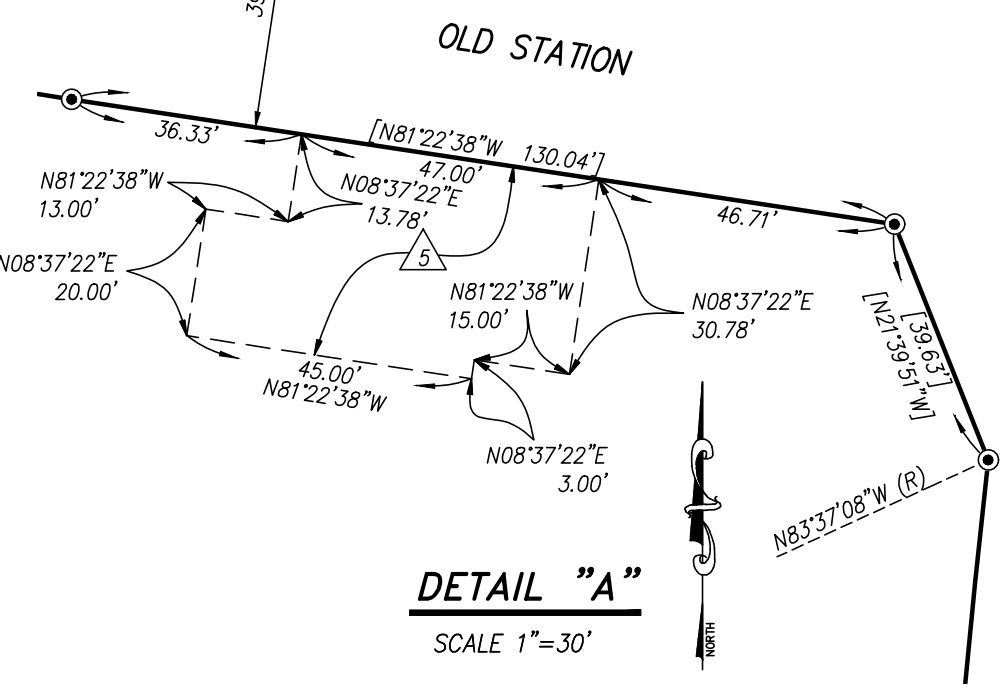
SEE SHEET 2



LINE TABLE		
NO.	BEARING	LENGTH
L1	N20°48'41"E	282.84'
L2	N20°47'50"E	282.84'
L3	N86°51'23"W	307.09'
L4	N86°52'14"W	307.09'
L5	N44°32'31"E	255.00'
L6	N44°32'39"E	255.00'
L7	N44°33'31"E	333.14'
L8	N47°10'04"W	325.35'
L9	N47°10'52"W	431.46'
L10	N47°10'56"W	431.06'
L11	N23°46'40"E	68.78'
L12	N66°13'20"W	133.68'
L13	N81°22'38"W	130.04'
L14	N21°39'51"W	39.63'
L15	N13°33'11"W	21.12'
L16	N46°18'59"E	66.00'
L17	N62°05'08"E	266.14'
L18	N62°19'45"E	310.37'

LINE TABLE		
NO.	BEARING	LENGTH
L15	N65°47'50"E	244.00'
L16	N79°58'53"E	232.22'
L17	N36°35'22"W	44.57'
L18	N00°07'01"W	232.10'
L19	N16°58'59"E	31.89'
L20	N24°12'10"W	73.00'
L21	N24°12'10"W	73.00'
L22	N65°23'19"W	31.89'
L23	N24°12'10"W	70.00'
L24	N20°47'50"E	33.94'
L25	N76°15'11"W	30.89'
L26	N25°17'02"W	106.00'
L27	N07°34'04"E	71.12'

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	Δ=14°11'03"	565.00'	139.87'
C2	Δ=90°00'00"	85.00'	133.52'
C3	Δ=90°00'00"	85.00'	133.52'
C4	Δ=05°12'35"	1728.00'	157.12'
C5	Δ=15°09'19"	609.00'	161.09'



IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

TRACT MAP NO. 18989-3

SHEET 5 OF 8 SHEETS

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. LLA24-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

SURVEYOR'S NOTES

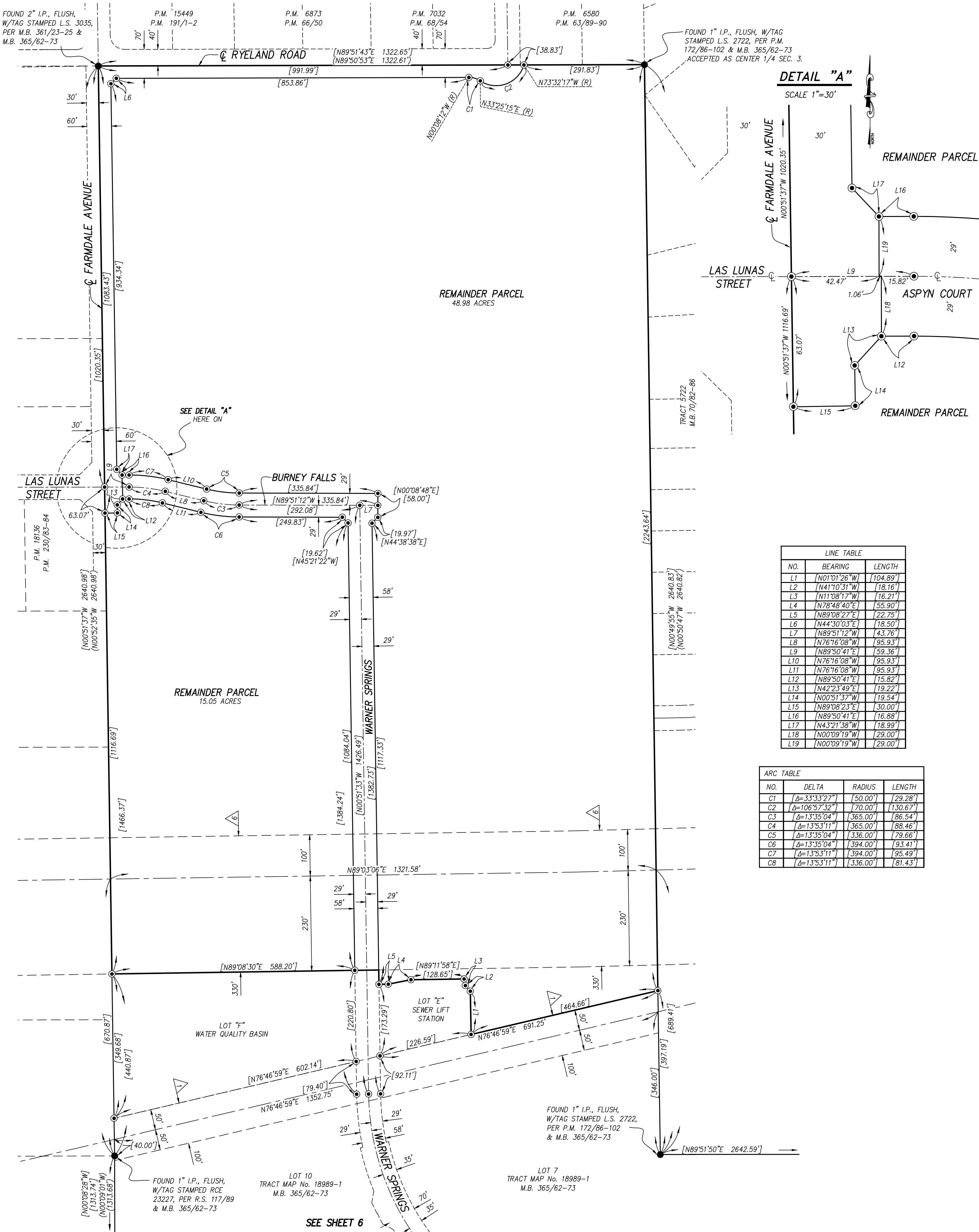
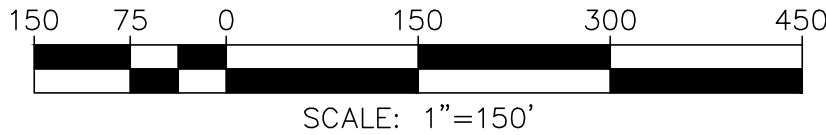
SEE SHEET 2

INLAND VALLEY SURVEYING, INC.

JUNE, 2025

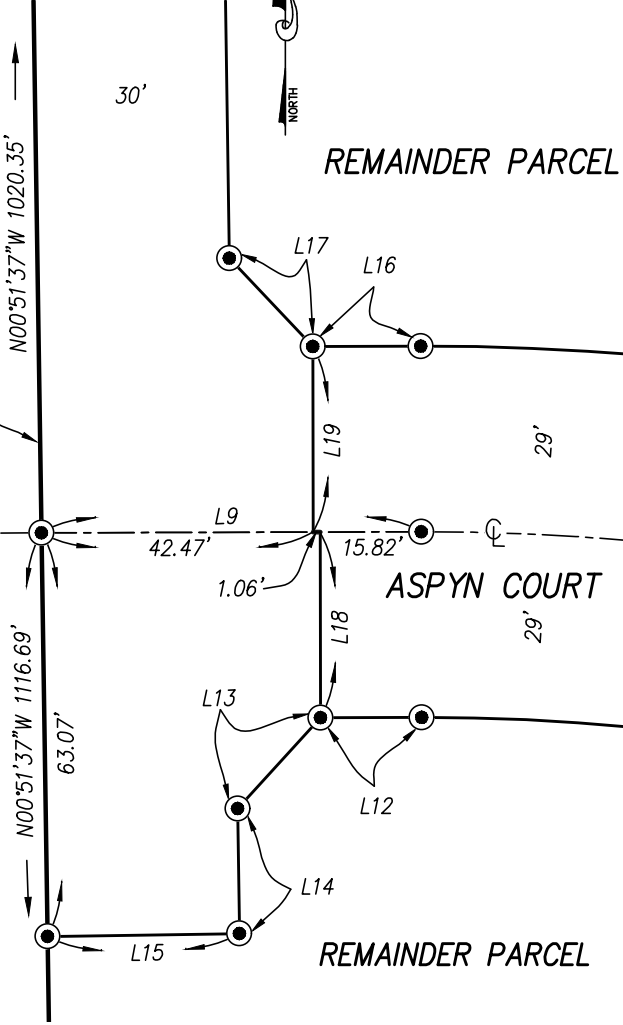
EASEMENT NOTES

SEE SHEET 2



DETAIL "A"

SCALE 1"=30'



LINE TABLE		
NO.	BEARING	LENGTH
L1	[N01°01'26"W]	[104.89']
L2	[N41°10'31"W]	[18.16']
L3	[N11°08'17"W]	[16.21']
L4	[N78°48'40"E]	[55.90']
L5	[N89°08'27"E]	[22.75']
L6	[N44°30'03"E]	[18.50']
L7	[N89°51'12"W]	[43.76']
L8	[N76°16'08"W]	[95.93']
L9	[N89°50'41"E]	[59.36']
L10	[N76°16'08"W]	[95.93']
L11	[N76°16'08"W]	[95.93']
L12	[N89°50'41"E]	[15.82']
L13	[N42°23'49"E]	[19.22']
L14	[N00°51'37"W]	[19.54']
L15	[N89°08'23"E]	[30.00']
L16	[N89°50'41"E]	[16.88']
L17	[N43°21'38"W]	[18.99']
L18	[N00°09'19"W]	[29.00']
L19	[N00°09'19"W]	[29.00']

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	[Δ=33°33'27"]	[50.00']	[29.28']
C2	[Δ=106°57'32"]	[70.00']	[130.67']
C3	[Δ=13°35'04"]	[365.00']	[86.54']
C4	[Δ=13°35'11"]	[365.00']	[88.46']
C5	[Δ=13°35'04"]	[336.00']	[79.66']
C6	[Δ=13°35'04"]	[394.00']	[93.41']
C7	[Δ=13°35'11"]	[394.00']	[95.49']
C8	[Δ=13°35'11"]	[336.00']	[81.43']

TRACT MAP NO. 18989-3

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. LLA24-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

INLAND VALLEY SURVEYING, INC.

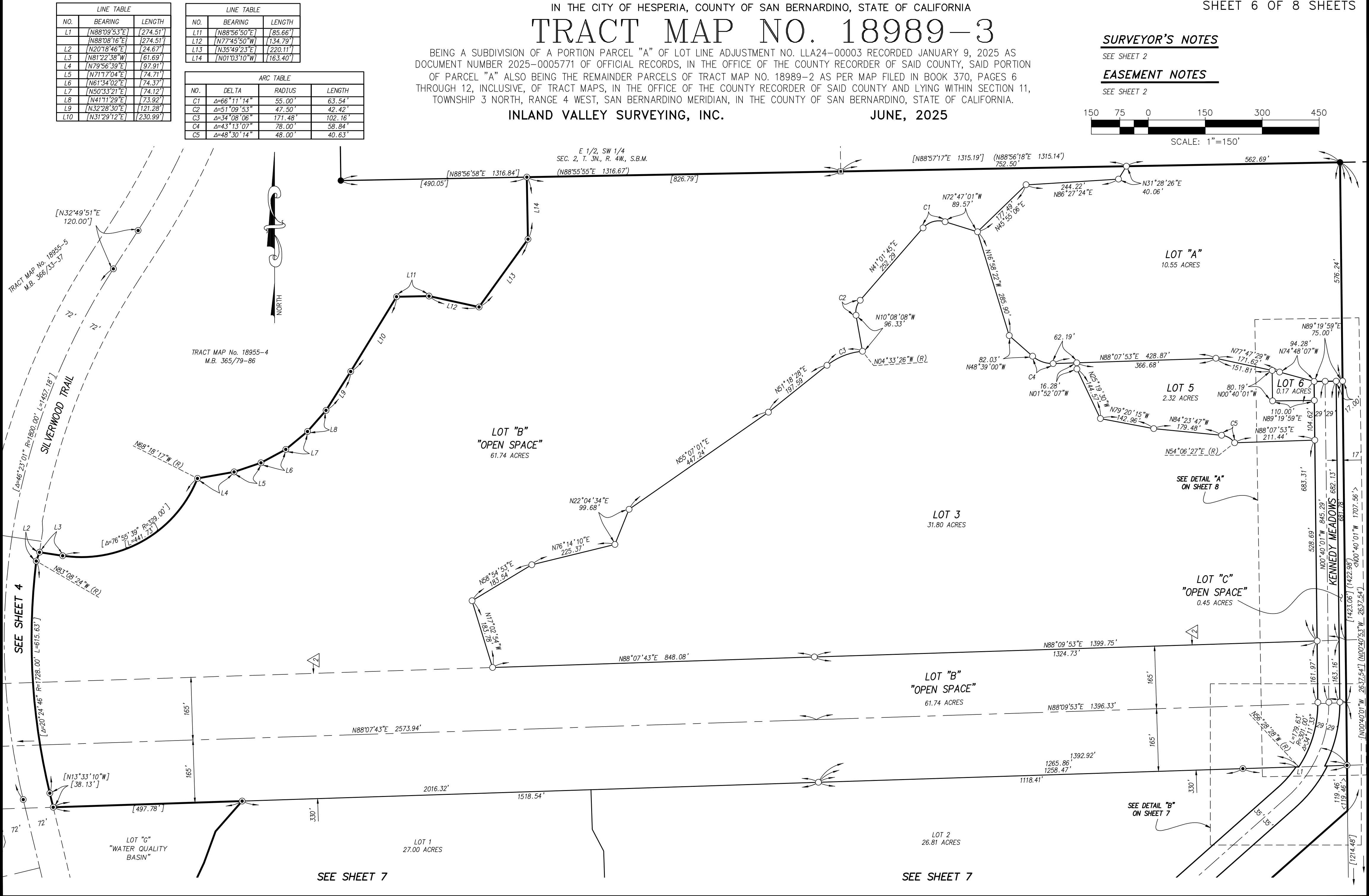
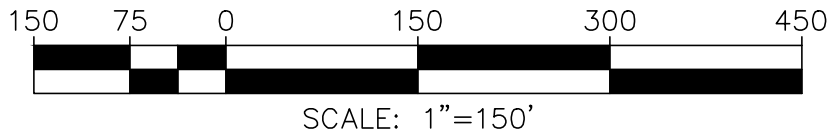
JUNE, 2025

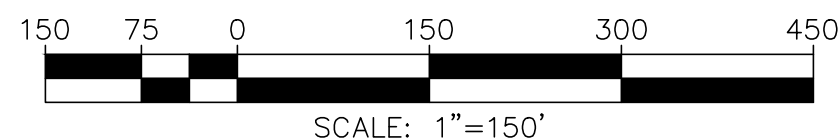
SURVEYOR'S NOTES

SEE SHEET 2

EASEMENT NOTES

SEE SHEET 2





SURVEYOR'S NOTES

SEE SHEET 2

EASEMENT NOTES

SEE SHEET 2

IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

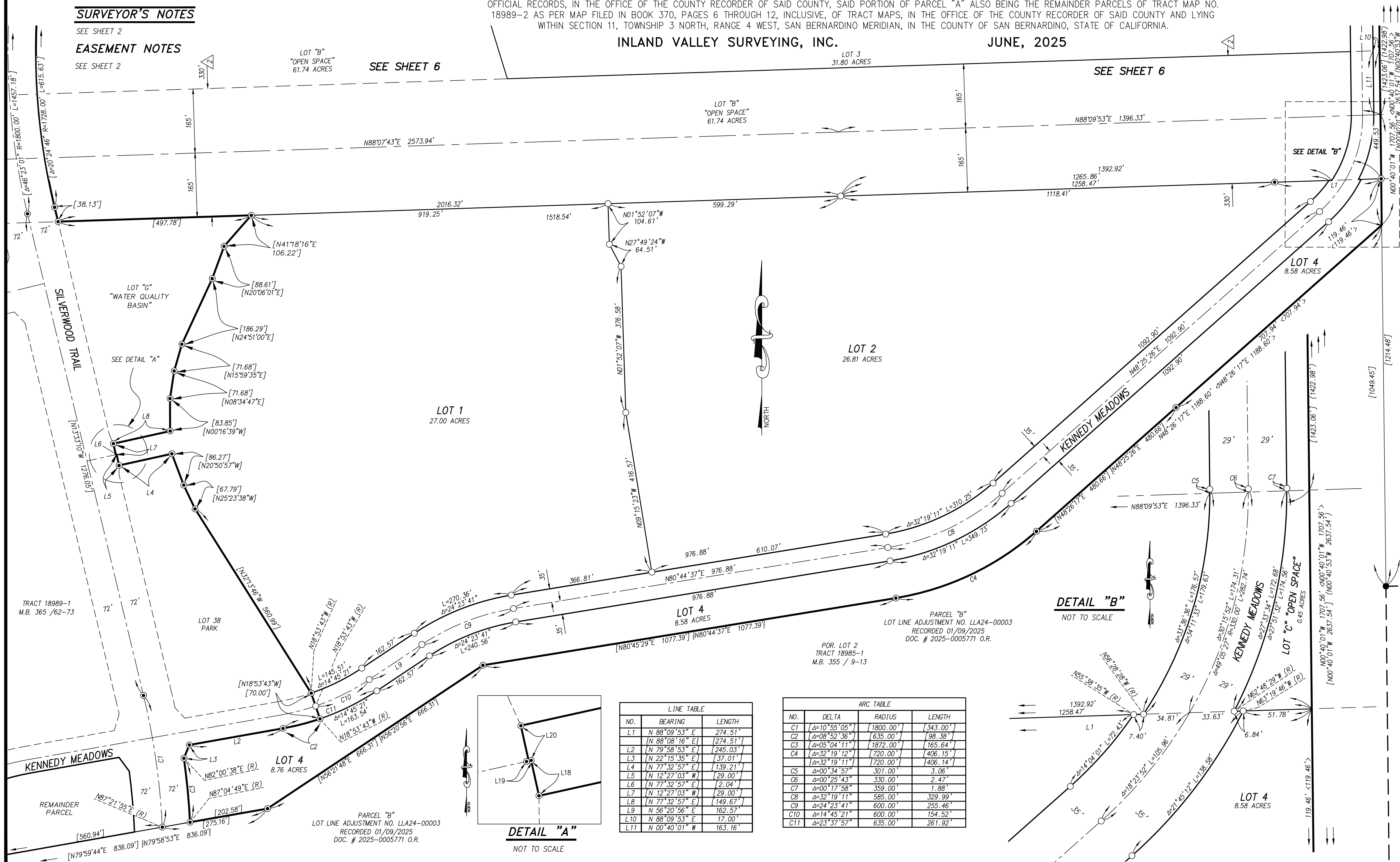
TRACT MAP NO. 18989-3

SHEET 7 OF 8 SHEETS

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. LLA24-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

INLAND VALLEY SURVEYING, INC.

JUNE, 2025



DETAIL "A"
NOT TO SCALE

DETAIL "B"
NOT TO SCALE

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 88° 09' 53" E	274.51'
L2	N 79° 58' 53" E	245.03'
L3	N 22° 15' 35" E	37.01'
L4	N 77° 32' 57" E	139.21'
L5	N 12° 27' 03" W	29.00'
L6	N 77° 32' 57" E	2.04'
L7	N 12° 27' 03" W	29.00'
L8	N 77° 32' 57" E	149.67'
L9	N 56° 20' 56" E	162.57'
L10	N 88° 09' 53" E	17.00'
L11	N 00° 40' 01" W	163.16'

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	Δ=10° 55' 05"	1800.00'	343.00'
C2	Δ=08° 52' 36"	635.00'	98.38'
C3	Δ=05° 04' 11"	1872.00'	165.64'
C4	Δ=32° 19' 12"	720.00'	406.15'
C5	Δ=32° 19' 11"	720.00'	406.14'
C6	Δ=00° 34' 57"	301.00'	3.06'
C7	Δ=00° 25' 43"	330.00'	2.47'
C8	Δ=00° 17' 58"	359.00'	1.88'
C9	Δ=32° 19' 11"	585.00'	329.99'
C10	Δ=14° 45' 21"	600.00'	154.52'
C11	Δ=23° 37' 57"	635.00'	261.92'

SHEET 8 OF 8 SHEETS

BEING A SUBDIVISION OF A PORTION PARCEL "A" OF LOT LINE ADJUSTMENT NO. LLA24-00003 RECORDED JANUARY 9, 2025 AS DOCUMENT NUMBER 2025-0005771 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION OF PARCEL "A" ALSO BEING THE REMAINDER PARCELS OF TRACT MAP NO. 18989-2 AS PER MAP FILED IN BOOK 370, PAGES 6 THROUGH 12, INCLUSIVE, OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND LYING WITHIN SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

JUNE, 2025

SEE SHEET 2

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	$\Delta=00^{\circ}34'57''$	301.00'	3.06'
C2	$\Delta=00^{\circ}25'43''$	330.00'	2.47'
C3	$\Delta=00^{\circ}17'58''$	359.00'	1.88'

LOT "C"
"OPEN SPACE"
0.45 ACRES

NOT TO SCALE

City of Hesperia

STAFF REPORT



DATE: October 7, 2025

TO: Mayor and Council Members

FROM: Rachel Molina, City Manager

BY: Cassandra Sanchez, Director of Public Works/City Engineer
Kevin Sin, Deputy City Engineer
Dena Alcayaga, Administrative Analyst

SUBJECT: Final Tract Map No. 20581

RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 2025-37 approving Final Tract Map No. 20581 to subdivide one parcel into 74 lots and five lettered lots on approximately 10.9-acres located at the southwest corner of Sultana Street and G Avenue (Applicant: Park View Trails, LLC APN: 0410-221-08).

BACKGROUND

On October 23, 2023, the Planning Commission approved Tentative Tract Map No. 20581 to subdivide one parcel into 74 lots and five lettered lots in conjunction with Site Plan Review SPR22-00012 to construct a 74-unit townhome complex on a 10.9-acre site within the Medium Density Residential (MDR) zone of the Main Street and Freeway Corridor Specific Plan located at the southwest corner of Sultana Street and G Avenue.

Staff have reviewed the map and determined that it complies with all General Plan and zoning regulations, and all local ordinances related to the creation of these parcels.

ISSUES/ANALYSIS

There are no issues identified with this item.

CITY GOAL SUPPORTED BY THIS ITEM

Future Development - Facilitate balanced growth to ensure cohesive community development and pursue economic development.

FISCAL IMPACT

There are no significant fiscal impacts to the City related to this action.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Resolution No. 2025-37
2. Final Tract Map No. 20581

RESOLUTION NO. 2025-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 20581 TO SUBDIVIDE ONE PARCEL INTO 74 LOTS AND FIVE LETTERED LOTS ON APPROXIMATELY 10.9-ACRES LOCATED AT THE SOUTHWEST CORNER OF SULTANA STREET AND G AVENUE (APPLICANT: PARK VIEW TRAILS, LLC APN: 0410-221-08).

WHEREAS, on October 23, 2023, the Planning Commission approved Tentative Tract Map No. 20581; and

WHEREAS, Tentative Tract Map No. 20581 is to subdivide one parcel into 74 lots and five lettered lots in conjunction with Site Plan Review SPR22-00012 to construct a 74-unit townhome complex on a 10.9-acre site within the Medium Density Residential (MDR) zone of the Main Street and Freeway Corridor Specific Plan located at the southwest corner of Sultana Street and G Avenue; and

WHEREAS, staff have reviewed the map and determined that it complies with all General Plan and zoning regulations, and all local ordinances related to the creation of these parcels; and

WHEREAS, all legal prerequisites to the adoption of this resolution have occurred.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF HESPERIA CITY COUNCIL AS FOLLOWS:

Section 1. Final Tract Map No. 20581 is hereby approved, and the City Clerk is authorized to present the same to the County Recorder to be filed for record.

Section 2. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED AND APPROVED this 7th day of October 2025.

Allison Lee, Mayor

ATTEST:

Jessica Giber, Assistant City Clerk

TRACT MAP NO. 20581
IN THE CITY OF HESPERIA

FOR TOWNHOME PURPOSES ONLY
BEING A DIVISION OF THE NORTH 629.48 FEET OF LOT "D",
BLOCK 150 ACCORDING TO MAP NO. 1, OF HESPERIA AS SHOWN BY
MAP ON FILE IN BOOK 7 PAGE 43 OF MAPS, IN THE OFFICE
OF THE COUNTY RECORDER OF THE COUNTY OF
SAN BERNARDINO, STATE OF CALIFORNIA.

ALTEC ENGINEERING CORP,
CARL P. COLEMAN,

SEPTEMBER, 2025
R.C.E. 30322

OWNER'S STATEMENT:

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEXED MAP AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP. WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF HESPERIA, THE PUBLIC IN GENERAL AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC ROADS, COUNTY HIGHWAYS, AND PUBLIC UTILITY PURPOSES IN, UNDER, OVER, THROUGH, AND ACROSS SULTANA STREET, "F" AVENUE, AND "G" AVENUE AS SHOWN ON THE ANNEXED MAP. THE EXPRESSED RIGHTS OF THE PUBLIC IN GENERAL AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF HESPERIA.

WE ALSO IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF HESPERIA:

- ALL RIGHTS OF VEHICULAR INGRESS TO AND EGRESS FROM LOTS 1 THROUGH 14 INCLUSIVE AND LOT "B", OVER AND ACROSS THE NORTHERLY LINE OF SAID LOTS ABUTTING SULTANA STREET; FROM LOT 1, LOT "C", AND LOTS 36 THROUGH 42 INCLUSIVE OVER AND ACROSS THE WESTERLY LINE OF SAID LOTS ABUTTING "F" AVENUE; AND FROM LOTS "B" AND 15 THROUGH 25 INCLUSIVE, OVER AND ACROSS THE EASTERLY LINE OF SAID LOTS ABUTTING "G" AVENUE, RESPECTIVELY.
- LOTS "E1" AND "E2" AS A 5' LANDSCAPE EASEMENT ALONG "F" AVENUE, AND LOTS "E3" AND "E4" AS A 8' LANDSCAPE EASEMENT ALONG SULTANA STREET, AND LOT "E5" AS A 5' LANDSCAPE EASEMENT ALONG "G" AVENUE.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, OUR ASSIGNS, AND LOT OWNERS WITHIN THIS TRACT LOT "A", BEING THE PRIVATE STREETS AND LOT "B", BEING THE RETENTION BASIN FOR PRIVATE USE AND BENEFIT AS DELINEATED ON THIS MAP AS A PRIVATE UTILITY AND A PRIVATE DRAINAGE EASEMENT, AND OPEN SPACE EASEMENTS IN PERPETUITY AS A COVENANT RUNNING WITH THE LAND OVER LOTS "B", "C", "D", AND "E6" AND "E7", BEING COMMON AREAS, EXCEPT FOR THE AREAS REQUIRED FOR THOSE CONDOMINIUM BUILDINGS, SHOWN ON PLANS RECORDED PURSUANT TO SECTION 1351 OF THE CIVIL CODE, RESERVING TO THE GRANTOR, HIS SUCCESSORS AND ASSIGNS THE RIGHT TO USE THE UNDERLYING LAND FOR RECREATIONAL PURPOSES AND VEHICULAR ACCESS, PROVIDED HOWEVER THAT SAID USE SHALL NOT INTERFERE WITH THE OPEN-SPACE EASEMENT HEREIN GRANTED AND PROVIDED THAT NO IMPROVEMENTS OTHER THAN LANDSCAPING OR RECREATIONAL FACILITIES SHALL BE PLACED UPON SAID LAND WITHOUT THE APPROVAL OF THE GRANTEE; AND PROVIDED FURTHER THAT THE APPROVAL OF THE GRANTEE OF ANY IMPROVEMENT SHALL NOT CONSTITUTE AN ABANDONMENT OF THE OPEN SPACE EASEMENTS.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, OUR ASSIGNS, A 3' WIDE PRIVATE DRAINAGE EASEMENTS AFFECTING THE SOUTHERLY LINE OF LOTS 27, 29, 33 FOR THE BENEFIT OF LOTS 28, 30 AND 34 FOR ON-SITE DRAINAGE PURPOSES THAT WILL THEN DRAIN TO BLUEBIRD STREET, AS DELINEATED ON THIS MAP AS A PRIVATE DRAINAGE EASEMENT.

[Signature]

PARK VIEW TRAILS, LLC A WYOMING LLC

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL(S) WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF

ON SEPTEMBER 10, 2025 BEFORE ME, ANGEL GONZALES NOTARY PUBLIC, PERSONALLY APPEARED ANGEL GONZALES, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER THE **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE Angel Gonzales MY COMMISSION EXPIRES July 31, 2027
HESPERIA CA MY PRINCIPAL PLACE OF BUSINESS IS IN PRINTED NAME
SAN BERNARDINO COUNTY



AUDITOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, LOCAL, OR MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE \$_____.

DATE: _____ ENSON MASON, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
COUNTY OF SAN BERNARDINO

BY: _____ DEPUTY

BOARD OF SUPERVISORS' CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY OF SAN BERNARDINO ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATE: _____

LYNNA MONELL,
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

BY: _____ DEPUTY

CITY COUNCIL ACCEPTANCE CERTIFICATE:

THE UNDERSIGNED OFFICER ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY TITLE NO. 17 OF THE CITY OF HESPERIA MUNICIPAL CODE, HEREBY APPROVES THE ANNEXED MAP AND ACCEPTS SULTANA STREET, "F" AVENUE AND "G" AVENUE AS DEDICATED HEREON, SUBJECT TO THEIR IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS AND ALSO ACCEPTS THE 5' LANDSCAPE EASEMENT ALONG "F" AVENUE AND "G" AVENUE AS DEDICATED, AND ALSO ACCEPTS THE 8' LANDSCAPE EASEMENT ALONG SULTANA STREET AND ACCEPTS THE RELINQUISHMENT OF VEHICULAR ACCESS RIGHTS AS SHOWN ON THE ANNEXED MAP.

DATED: _____, 2025

MELINDA SAYRE
CITY CLERK OF THE
CITY OF HESPERIA

CITY ENGINEER'S STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THERETO, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES OF THE CITY OF HESPERIA HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT,

DATE: SEPTEMBER 10, 2025

[Signature]
AARON MITCHELL HAVENS
CITY OF HESPERIA
LS # 8786 EXP 12/31/26



ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PARK VIEW TRAILS, LLC A WYOMING LLC, ON 01-20-2024. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE 3-30-2028, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: 9-10-25

[Signature]
CARL P. COLEMAN, R.C.E. 30322, EXP. 3-31-2026



SAN BERNARDINO RECORDER'S CERTIFICATE:

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____
THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____, OF TRACT
MAPS, AT PAGES _____, AT THE REQUEST OF _____ IN
THE AMOUNT OF \$_____.

CHRIS WILHITE
ASSESSOR-RECORDER
COUNTY OF SAN BERNARDINO

BY: _____
DEPUTY RECORDER

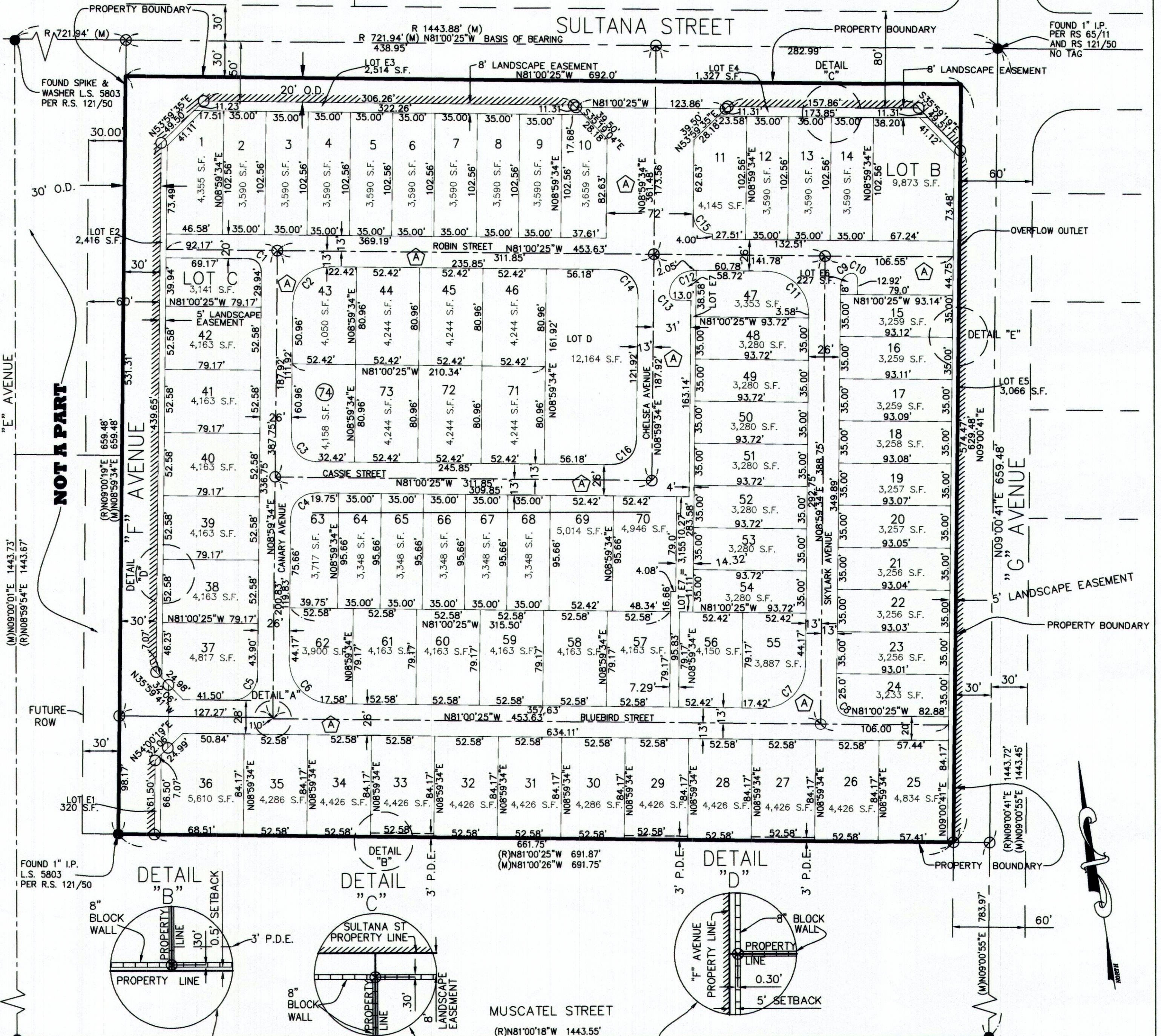
TRACT MAP NO. 20581

IN THE CITY OF HESPERIA

FOR TOWNHOME PURPOSES ONLY
BEING A PORTION OF THE DIVISION OF THE NORTH 629.48 FEET OF
LOT "D", BLOCK 150 ACCORDING TO MAP NO. 1, OF HESPERIA AS
SHOWN BY MAP ON FILE IN BOOK 7 PAGE 43 OF MAPS, IN THE OFFICE
OF THE COUNTY RECORDER OF THE COUNTY OF
SAN BERNARDINO, STATE OF CALIFORNIA.

ALTEC ENGINEERING CORP.

SEPTEMBER, 2025

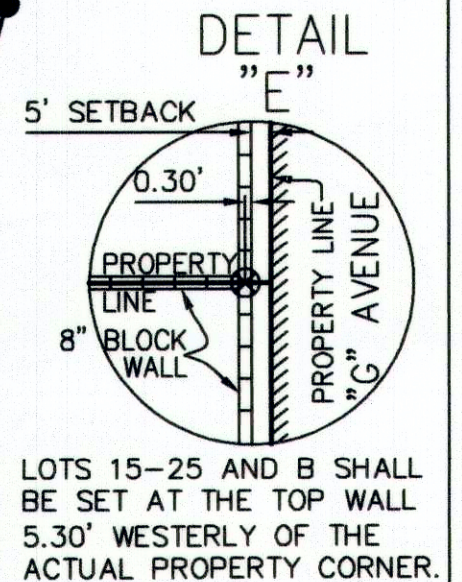


NOTES:

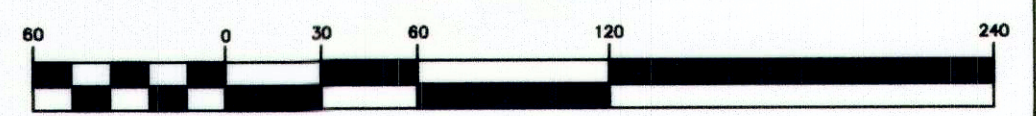
- FOUND (FND) 1" IP OR SPIKE/WASHER TAGGED L.S. 5803 PER R.S. 121/50, UNLESS OTHERWISE NOTED.
- DENOTES SET 1" I.P. TAGGED RCE 30322, TO BE SET AT ALL CENTERLINES, BOUNDARIES AND ALL DEFLECTION POINTS. IN LIEU OF FRONT PROPERTY CORNERS, BRASS TAGS STAMPED RCE 30322 WILL BE SET IN THE TOP OF CURB AT THE PROLONGATION OF THE SIDE LOT LINES. SET NAIL AND TAG RCE 30322 IN TOP OF BLOCK WALL AT REAR LOT CORNERS, EXCEPT FOR PERIMETER WHERE BRASS TAGS STAMPED RCE 30322 WILL BE SET IN THE TOP OF WALL SHOWN IN DETAILS "B", "C", "D" AND "E".
- BASIS OF BEARINGS TAKEN FROM THE CENTERLINE OF SULTANA STREET PER R.S. 121/50 BEING S81°00'25"E
- (R) DENOTES RECORD DATA PER R.S. 121/50
- (M) DENOTES MEASURED DATA
- P.D.E. DENOTES PRIVATE DRAINAGE EASEMENT
- DENOTES STREET CENTER LINE
- DENOTES SUBDIVISION BOUNDARY
- △ DENOTES EASEMENT FOR PRIVATE INTERIOR STREETS
- ////// DENOTES NON-VEHICULAR ACCESS
- O.D. DENOTES OFFER OF DEDICATION

CURVE TABLE			
#	LENGTH	RADIUS	DELTA
C1	15.71'	10.00'	90°00'00"
C2	47.12'	30.00'	90°00'00"
C3	31.42'	20.00'	90°00'00"
C4	31.42'	20.00'	90°00'00"
C5	31.42'	20.00'	89°59'59"
C6	54.98'	35.00'	90°00'00"
C7	54.98'	35.00'	90°00'00"
C8	15.71'	10.00'	90°00'00"

CURVE TABLE			
#	LENGTH	RADIUS	DELTA
C9	13.98'	10.00'	80°06'03"
C10	8.72'	5.00'	99°55'18"
C11	54.98'	35.00'	90°00'00"
C12	31.12'	20.00'	89°08'27"
C13	7.93'	5.00'	90°51'33"
C14	31.42'	20.00'	90°00'00"
C15	25.13'	16.00'	90°00'00"
C16	31.42'	20.00'	90°00'00"



GRAPHIC SCALE



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City of Hesperia

STAFF REPORT



DATE: October 7, 2025

TO: Mayor and Council Members

FROM: Rachel Molina, City Manager

BY: Cassandra Sanchez, Director of Public Works/City Engineer
Kevin Sin, Deputy City Engineer
Tina Souza, Senior Project Manager
Deanna Lestina, Project Manager

SUBJECT: Award Construction Contract for the annual Street Improvement Projects, Construction Order Nos. 7167 and 7177

RECOMMENDED ACTION

It is recommended that the City Council:

- 1) Award a construction contract for the annual Street Improvement Projects (Construction Order Nos. 7167 and 7177) to the lowest responsive/responsible bidder, Onyx Paving Company, Inc. for the total bid amount of \$3,760,919;
- 2) Approve a 10% contingency in the amount of \$376,092 for a total not-to-exceed contract amount of \$4,137,011;
- 3) Authorize the City Manager or designee to execute the contract and any documents related thereto.

BACKGROUND

In June 2025, the City Council approved the Fiscal Year (FY) 2025-26 Capital Improvement Program (CIP), which included programming for the annual Street Improvement Projects, Construction Order (C.O.) No. 7167 and C.O. No. 7177.

The Annual Street Improvement Projects serve to provide pavement rehabilitation and/or reconstruction of existing roads throughout the City. The roadways identified in this project are in deteriorating condition and have experienced accelerated wear due to the high volumes of traffic they serve. Timely rehabilitation is necessary to extend pavement life, improve drivability, and reduce long-term maintenance costs. Reconstruction of existing roadways provides a long-term pavement lifecycle and an initial period of reduced maintenance costs.

The two projects were separated into a total of five segments with C.O. No. 7167 segments being the base bid and C.O. No. 7177 segments as additive alternate bids to maximize available budget. Four of the five segments can receive pavement treatment with the available budget.

- 1) Base Bid - Seventh Avenue from Mesquite Street to Main Street
- 2) Base Bid No. 2 - Jacaranda Avenue from Eucalyptus Street to Bear Valley Road
- 3) Additive Alternate – Alternative pavement treatment for Jacaranda Avenue
- 4) Additive Alternate No. 2 - Seventh Avenue from Willow Street to Mesa Street

- 5) Additive Alternate No. 3 - Seventh Avenue from Mesa Street to Bear Valley Road
- 6) Additive Alternate No. 4 - Seventh Avenue from Cajon Street to Willow Street

ISSUES/ANALYSIS

A formal solicitation for the construction of the Street Improvement Projects was conducted and advertised for bid beginning August 20, 2025. Over twelve thousand contractors were also notified via the Public Purchase online bidding platform. Bids were accepted, publicly opened, and read on September 22, 2025.

The City received seven (7) bids, which were utilized to determine the lowest responsible and responsive bidder:

The lowest responsive and responsible bidder was based on the total base bid amount. The total base bid amount is the combined total of the Base Bid and Base Bid No. 2.

Name	Location	Total Base Bid Amount
Onyx Paving Company, Inc.	Yorba Linda, CA	\$ 1,127,188.00
Vance Corporation	Beaumont, CA	\$ 1,169,492.03
Romero General Construction	Escondido, CA	\$ 1,263,803.49
LCR Earthwork & Engineering, Corp	Jurupa Valley, CA	\$ 1,364,970.00
Calmex Engineering, Inc.	Bloomington, CA	\$ 1,498,496.70
Sully-Miller Contracting Company	Brea, CA	\$ 1,562,797.00
C.A. Rasmussen, Inc.	Valencia, CA	\$ 2,405,838.40

Following a detailed review of the submitted bids and evaluation of contractor references, staff has determined that Onyx Paving Company, Inc. is the lowest responsive and responsible bidder.

The available project budget determined that the following may be awarded, for a total bid amount of \$3,760,919:

- Base Bid (\$796,612.00)
- Base Bid No. 2 (\$330,576.00)
- Additive Alternative Bid No. 2 (\$1,107,639.00)
- Additive Alternative Bid No. 3 (\$1,526,092.00)

With a 10% contingency of \$376,092 staff recommends awarding the construction contract to Onyx Paving Company, Inc. for the construction of Base Bid, Base Bid No. 2, Additive Alternate No. 2, and Additive Alternate No. 3 for a total not-to-exceed contract amount of \$4,137,011.

This recommendation is based on the contractor's demonstrated ability to deliver similar roadway projects on time and within budget, the competitiveness of their bid, and the critical need to address deteriorating pavement conditions.

Due to seasonal limitations, it is anticipated that only a portion of the project will be completed this calendar year, with the majority of paving deferred until next year in the spring when weather conditions are more favorable for roadway construction. Proceeding with bid award, at this time,

allows the contractor to initiate a portion of the work and positions the City for efficient delivery of the full project in the next construction season.

CITY GOAL SUPPORTED BY THIS ITEM

Capital Improvement – Continually evaluate capital improvement priorities.

FISCAL IMPACT

Funding for this project has been programmed, in the FY 2025-26 (CIP) budget. Under C.O. 7167, an amount of \$2,260,021 was budgeted, and under C.O. 7177, an amount of \$2,074,962 was budgeted both from Fund 209 – Gas Tax Road Maintenance and Rehabilitation Account (RMRA). This provides a total of \$4,334,983 in available funding the projects.

The recommended contract award, including the base bids, selected additive alternates, contingency, and construction engineering and soils testing, is within the available project funding. Any additional funding needed to complete the remaining portions of work will be allocated through the FY 2026-27 CIP budget.

ALTERNATIVE(S)

1. Do not award the construction contract.
2. Provide alternative direction to staff

ATTACHMENT(S)

None

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City of Hesperia STAFF REPORT



DATE: October 7, 2025

TO: Mayor and Council Members

FROM: Rachel Molina, City Manager

BY: Cassandra Sanchez, Director of Public Works/City Engineer
Kevin Sin, Deputy City Engineer
Tina Souza, Senior Project Manager
Cristina Hall, Assistant Project Manager

SUBJECT: Award Construction Contract for the FY 2023-24 CDBG Street Improvements, C.O. No. 7172 Project

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to:

1. Adopt Resolution No. 2025-40 amending the Fiscal Year (FY) 2025-26 Capital Improvement Budget by appropriating \$94,000 to Fund 204
2. Award a construction contract for the FY 2023-24 CDBG Street Improvements, C.O. No. 7172 project to the lowest responsive/responsible bidder, LCR Earthwork & Engineering, Corp. for the bid amount of \$1,264,560; approve an additional 10% contingency in the amount of \$126,456, for a not-to-exceed total construction contract amount of \$1,391,016; and
3. Authorize the City Manager to execute the contract.

BACKGROUND

The City Council has continuously expressed a desire to improve existing roadways within the City. As a result, staff have sought innovative ways to fund such improvements. Annually the City receives Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). In the past, a large part of this funding was directed to programs, which left small amounts available for capital projects. In order to accomplish the Council's goal of improving more streets throughout the City, staff has designated a larger amount of CDBG funding towards the CDBG Capital Fund.

The FY 2023-24 CDBG Street Improvements project consists of the reconstruction of the existing roadway along Oakwood Avenue, between Main Street and Mojave Street. The project utilizes Full Depth Reclamation (FDR), which includes pulverization of the existing asphalt pavement for reuse as base material and placement of new asphalt concrete to restore the roadway surface.

ISSUES/ANALYSIS

This project was advertised for bids beginning on August 20, 2025. More than 1,000 contractors were notified about the project through Public Purchase, the City's online bidding platform. Bids were received, opened, and publicly read on September 18, 2025.

The City received the following five bids, which were utilized to determine the lowest responsible/responsive bidder:

LCR Earthwork & Engineering, Corp.	\$1,264,560.00
S Christensen Engineering Inc	\$1,395,286.00
Onyx Paving Company Inc	\$1,728,000.00
Sully-Miller Contracting Company	\$1,884,421.75
CA Rasmussen, Inc	\$3,099,015.00

After review of the submitted bids, staff has determined that LCR Earthwork & Engineering Corp., is the lowest responsive/responsible bidder. LCR Earthwork & Engineering Corp. has been in the Southern California construction industry for many years and has earned a reputation as a service-oriented company that produces first-class, quality projects. LCR Earthwork & Engineering Corp. has extensive experience in public works roadway projects. After completing due diligence staff believes LCR Earthwork & Engineering Corp. has a reputation of professionalism and reliability and will meet the construction needs of this project. Therefore, staff is recommending that Council award a contract to LCR Earthwork & Engineering Corp. for construction of the FY 2023-24 CDBG Street Improvements, C.O. No. 7172 project.

In addition to the construction contract, other work is required to support successful project delivery. This includes engineering services for design support and construction oversight, labor compliance monitoring to ensure adherence to federal and state requirements, and geotechnical services needed during construction. These services are necessary to maintain compliance, address field conditions as they arise, and ensure the project is completed in accordance with applicable standards and regulations. It is anticipated that these services will total \$112,980.

CITY GOAL SUPPORTED BY THIS ITEM

Capital Improvement – Continually evaluate capital improvement priorities.

FISCAL IMPACT

The FY 2025-26 Capital Improvement Program (CIP) Budget includes funding for the FY 2023-24 CDBG Street Improvements Project in the amount of \$1,409,996. Should the City Council award the FY 2023-24 CDBG Street Improvements, C.O. No. 7172, to LCR Earthwork & Engineering in the amount of \$1,391,016 (which includes a 10% contingency of \$126,456), a budget amendment of \$94,000 will be required to fund technical and compliance services. This budget amendment will be funded from Fund 204 – Measure I. The following table details the budget amendment.

Item	Amount
FY 2025-26 C.O. 7172 Budget	\$1,409,996
Less: LCR Contract with Contingency	(1,391,016)
<i>Subtotal</i>	<u>18,980</u>
Less: Technical and Compliance Services	(112,980)
Needed Budget Amendment (Fund 204)	<u>\$94,000</u>

This additional funding will be used for engineering services, design support, labor compliance, geotechnical services, and construction oversight. These services are necessary to maintain compliance, address field issues during construction, and ensure the project is completed in accordance with applicable standards and grant regulations. The following table details the total anticipated cost of the project.

Category	Amount
Construction (LCR)	\$1,391,016
Engineering Services	46,000
Labor Compliance Services	20,000
Administrative Costs	6,000
Geotechnical Services	40,980
Total	\$1,503,996

ALTERNATIVE(S)

1. Provide alternative direction to staff

ATTACHMENT(S)

1. Resolution No. 2025-40

RESOLUTION NO. 2025-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2025-26 CAPITAL IMPROVEMENT PROGRAM BUDGET BY APPROPRIATING AN ADDITIONAL \$94,000 TO FUND 204 MEASURE I RENEWAL FOR THE FY 2023-24 CDBG STREET IMPROVEMENTS PROJECT, C.O. 7172

WHEREAS, on June 17, 2025, the City Council adopted the Fiscal Year (FY) 2025-26 Capital Improvement Program (CIP) budget; and

WHEREAS, the City successfully obtained authorization to use HUD Community Development Block Grant (CDBG) grant funds for street improvement projects; and

WHEREAS, the FY 2025-26 CIP budget was prepared based on initial estimates before the design was finalized and a construction cost estimate was received; and

WHEREAS, the (FY) 2025-26 CIP budget includes funds for the FY 2023-24 CDBG Street Improvements project, C.O. 7172 in the amount of \$1,409,996 in CDBG funds;

WHEREAS, with the estimated remaining project costs totaling \$1,503,996, additional Measure I funding is required in the amount of \$94,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF HESPERIA CITY COUNCIL AS FOLLOWS:

- Section 1. The recitals above are true and correct and have been adopted as findings.
- Section 2. The City Council hereby amends the Fiscal Year 2025-26 Capital Improvement Program Budget and appropriates \$94,000 to Account No. 204-29-700-7172-7500 for the FY 2023-24 CDBG Street Improvements project, C.O. 7172.
- Section 3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions and adopted by as findings.

ADOPTED AND APPROVED this 7th day of October 2025.

Allison Lee, Mayor

ATTEST:

Jessica Giber, Assistant City Clerk

City of Hesperia

STAFF REPORT



DATE: October 07, 2025

TO: Mayor and City Council Members
Chair and Board Members, Hesperia Water District

FROM: Rachel Molina, City Manager

BY: Casey Brooksher, Assistant City Manager
Keith Cheong, Senior Accountant

SUBJECT: Hesperia Water District Residential Delinquent Account Process

RECOMMENDED ACTION

It is recommended that the City Council and Board of Directors of the Hesperia Water District receive and file this report regarding the District's current process for collection of delinquent residential water accounts, including the lien procedure, and property owner responsibility established under Hesperia Municipal Code Title 14.02.080.

BACKGROUND

At the August 5, 2025, City Council meeting, Mayor Pro Tem Gregg requested a staff report on the collection of delinquent water and sewer accounts, explicitly addressing the current practice under which property owners/landlords are responsible for all delinquent amounts.

To provide history, before 2022, the District would shut off delinquent accounts. If the account holder did not pay to restore service, the District would engage private debt collection services. Since 2022, the District has relied on property liens and property tax liens to collect delinquent accounts. The District changed the collection process for three main reasons:

1. California enacted the Water Shutoff Protection Act in 2018 with an effective date of February 1, 2020.
2. Pandemic Restrictions to water shut-off procedures and the District's escalation of uncollected accounts.
3. The efficiency and effectiveness of the property lien and property tax lien as a collection method.

Water Shutoff Protection Act (Senate Bill 998):

Senate Bill 998 (SB 998), known as the Water Shutoff Protection Act (Attachment 1), was signed into law on September 28, 2018, and required every municipal water system with more than 200 service connections to have a written policy on the discontinuation of residential water services in place by February 1, 2020. The law established significant consumer protections, including:

- Residential water service shall not be discontinued for nonpayment until the account has been delinquent for at least sixty (60) days.
- No less than seven (7) business days before discontinuation of residential service for nonpayment, the consumer named on the account shall be contacted by telephone or written notice.

- If unable to make contact with the consumer named on the account, a reasonable faith effort is to be made to visit the residence and place a notice of imminent discontinuation of residential service for nonpayment, as well as a written copy of the District's Policy for the Discontinuation of Residential Service for Nonpayment (Policy).
- The written Policy shall be made available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by 10% of the service area. It shall also be made available on the District's website.
- The Policy shall contain:
 - A plan for deferred or reduced payments for those who qualify.
 - Alternative payment schedules for those who qualify.
 - A formal mechanism for a consumer to contest or appeal a bill.
 - A telephone number for a consumer to contact and discuss options for averting discontinuation of water service for nonpayment.
- For the consumer to avoid discontinuation of residential water service, all the following conditions must be met:
 - The consumer shall submit a certification from a primary care provider that discontinuation of water service will be life-threatening to, or pose a serious threat to the health and safety of a resident at the premises.
 - The consumer shall demonstrate a financial inability to pay based upon the receipt of public assistance by a member of the consumer's household or provide a declaration that the household's annual income is less than 200 percent of the federal poverty level.
 - The consumer is willing to enter into an alternative payment schedule, consistent with the Policy.
- If a consumer fails to comply with an alternative payment schedule for sixty (60) days or more, or does not pay their current bill for 60 days or more, service can be discontinued five (5) days after posting a notice of intent to discontinue service at the property.
- A limitation on reconnection fees for low-income consumers whose household is less than 200 percent of the federal poverty level to no more than \$50 during regular business hours and \$150 for after business hours, and the waiver of interest charges on delinquent bills once every twelve months.
- A reasonable faith effort at least ten (10) days before disconnection (or seven (7) days before disconnection if it is a detached single-family dwelling) to inform residential tenants, including mobile home parks and multi-family residents, that their water service is subject to disconnection for nonpayment by their landlord, and that the tenants have the ability to become consumers of the District should the customer meet the District's requirements.
- The requirement to post on the District's website, on an annual basis, the number of residential water service accounts that were disconnected for nonpayment.

To comply with SB 998, the City Council, by a unanimous vote, adopted Ordinance No. 2020-02 and Joint Resolution No. 2020-02/HWD 2020-01. These actions amended Title 14 of the Hesperia Municipal Code and approved the District's "Policy on Discontinuation of Residential Water Service for Non-Payment," which incorporated all SB 998 requirements. As a result, service disconnection for non-payment became a tool that could only be used under limited circumstances and after meeting extensive procedural requirements. The SB 998 process for delinquent accounts is summarized below:

- **Day 0** – Bill issued, due upon presentation.
- **Day 20** – Bill becomes delinquent. A late fee of 1% of the bill applies.

Delinquent Process

- **Day 22** – Past due notice sent.
- **Day 49** – If still unpaid, *Notice of Discontinuation of Service* is sent, with at least seven business days' warning before shutoff. The district must also attempt to call the customer. If unsuccessful, a door notice is left.
- **Day 60 to Day 365** – Service will be disconnected if:
 - The customer does not qualify under a *medical condition* and *financial hardship*. The District will accept the customer declaration and commence a 12-month payment plan.

Pandemic Restrictions:

The COVID-19 pandemic immediately impacted the planned implementation of SB 998. On April 2, 2020, the Governor issued Executive Order N-42-20, which prohibited all water systems in California from disconnecting residential water service for non-payment. This moratorium remained in place until December 31, 2021.

During this time, the District's uncollected annual balance for residential accounts for both water and sewer grew to approximately \$0.9 million, or 4.4 percent of the anticipated FY 2020–21 water sales revenue. Because the District can only assess rates sufficient to cover the cost of service, these losses were not expected in the 2017 rate plan. Ultimately, such revenue shortfalls would need to be recovered from all paying ratepayers through a future rate study.

In an effort to comply with the State moratorium and maintain the District's financial stability, the District implemented the lien and property tax lien process authorized under Hesperia Municipal Code §14.02.080, Section O, which states:

- O. The customer and property owner shall be jointly and severally liable for all charges that may be imposed under this chapter, including but not limited to charges for tampering as described in Section 14.02.060, and all charges for water service, sewer service, and water usage as described in Sections 14.02.070 and 080, including any delinquent charges.

This section provides that both the customer and property owner are jointly and severally liable for water charges, including delinquent balances. By utilizing the lien process, the District was able to protect revenues and remain compliant with the State's prohibition on residential shutoffs.

The District will first place a property lien on any residential parcel that receives water or sewer service and has a value exceeding \$300. This will ensure that the District is paid should the parcel be sold before the property tax lien is satisfied. In July of each year, property liens are removed and converted to a property tax lien for collection by the County Assessor. The property and property tax lien process is as follows:

- **Day 0** – Bill issued, due upon presentation.
- **Day 20** – Bill becomes delinquent; a 1% late fee is applied.
- **Day 21** – Past Due Notice sent to the account holder and property owner.
- **Day 61**– If unpaid, the District mails a Notice of Lien to the property owner. This allows 10 days to rectify the outstanding balance. The notice is sent to the property owner, as listed with the County Assessor.
- **Day 72** – If still unpaid after the notice period, the District records a lien against the property with the County Recorder.

- **June - August (annual process)** – Any delinquent balances that remain unpaid for 60 days or more are submitted to San Bernardino County and added to the property's annual tax bill. The District will send a letter to the property owner in an attempt to rectify the issue before submitting it to the Auditor Controller for final review. With the addition of unpaid balances to the property tax roll, the property lien is removed during this time.

In 2022, the City Council adopted Ordinance No. 2022-07 with unanimous approval, which amended Title 14.02.080 of the Municipal Code to streamline the lien process for delinquent water accounts. This approval reaffirmed that under Title 14.02.080, both the account holder and the property owner are jointly responsible for unpaid water charges. The ordinance also authorizes the District to record liens against properties with unpaid charges and, if necessary, transfer the balances to the County property tax roll for collection. This structure ensures that unpaid water charges remain collectible, even in cases where a tenant account holder vacates the property without paying the balance.

Efficiency and Effectiveness of Lien Process:

Historically, much of the District's annual uncollected residential water and sewer balances were attributable to tenants who vacated properties with unpaid accounts. In some cases, a single rental property would have multiple tenant accounts, each leaving an outstanding balance. This burden would eventually be placed on all ratepayers during an updated rate study.

Before 2020, these accounts were typically classified as uncollectible or "bad debt." The District contracted with a third-party debt collector in an effort to recover these amounts; however, the collection rates were generally low, ranging from 10% to 18%. Between 2014 and 2019, annual losses due to uncollected accounts ranged from approximately \$40,000 to \$90,000 per year. It should also be noted that these figures do not include the additional staff time required to carry out service disconnections, which will be discussed further in the Issues/Analysis section of this report.

The lien process, as authorized under the Municipal Code, shifts the burden of uncollected tenant accounts to the property owner or landlord. By doing so, the District can utilize the County's property tax system as the effective "bad debt" collector. San Bernardino County's annual collection rate for delinquent water and sewer bills is approximately 90% to 95% percent in the first year and approaches 100% by the third year. This is significantly higher than the 10% to-18% percent recovery rate previously achieved by the District's private debt collection contractor. It should also be noted that if a delinquent water or sewer bill remains unpaid through the property lien process for five years, the property may be subject to a tax lien sale. To date, this has not occurred with any District accounts, but the authority exists under state law.

The lien process, whether recorded directly against the property or collected through the property tax roll, can only be applied to the property owner. Neither the District nor the County has any mechanism to place a lien on a tenant, since tenants do not hold title to the property. If the District were to collect solely from tenants, it would need to use a private debt collection agency.

To recap, with the implementation of the lien process, the following has occurred:

- Ensure compliance with the SB 998 process. Since the District is not using disconnections as a primary means of collection, the lien process does not fall under the law.
- Increased the collection rate of delinquent water and sewer accounts.

- Shift the burden of uncollected accounts from the ratepayers to the property owner.

ISSUES/ANALYSIS

As discussed, the District has transitioned to property liens and property tax liens as the primary methods of collecting delinquent accounts. Should the District return to service disconnections as the principal enforcement tool, additional staff would be required to accommodate the workload. The disconnection process is labor-intensive for both Utility Billing and Customer Service, and staffing levels in these areas have undergone significant changes between FY 2018–19 (pre-pandemic) and FY 2025–26.

Table 1 illustrates the change in staffing levels for Customer Service Representatives (responsible for payment processing), Senior Customer Service Representatives (providing lead support), and Meter Readers (who perform disconnection and reconnection of meters).

Table 1

Positions	FY2018-19	FY2025-26
Customer Service Representative	5	2
Senior Customer Service Representative	2	1
Meter Readers	4	1

With disconnection no longer used as the primary collection method, these positions have been reallocated over the past eight years to meet other priorities. For example, Meter Reader positions were reassigned to Maintenance Worker roles within the Water District. Vacant Customer Service Representative positions were converted to an Account Technician to manage lien processing, and to a Community Development Technician to support increased building activity.

Table 2 illustrates the anticipated staffing needs if the District were to revert from the lien process to a service disconnection process.

Table 2

Positions	Position Cost	Needed Addition	Total Cost
Customer Service Representative	\$ 92,000	2	\$ 184,000
Meter Readers	100,000	1	100,000
Total Annual Cost			\$ 284,000

The annual staffing cost does not include vehicle expenses for the one Meter Reader position, which are approximately \$50,000 every five to seven years.

Current Process:

As part of its Strategic Plan, the City Council has identified Financial Health as one of its five goals. To achieve this goal, the Council adopted 11 key strategies, including conducting regular assessments of approved fees to ensure costs are recovered. Shifting the collection process from private debt collection and disconnection to the lien process supports this strategy by providing the recovery of service costs with minimal impact on all other ratepayers.

To further minimize the impact of delinquent accounts during the current year, and before the conversion to property tax lien collection effective October 1, 2025, the District will initiate the

disconnection process for all residential accounts with balances exceeding \$2,000. In these cases, water service will be discontinued, and a property tax lien will also be recorded to safeguard the District and prevent loss should the property be sold. This dual approach provides both the property owner and, if applicable, the tenant an opportunity to rectify the outstanding balance.

The \$2,000 threshold represents approximately 50 residential accounts in a given year. With current staffing levels in Utility Billing and Customer Service, this volume of disconnections can be absorbed without additional resources.

Tenant vs. Landlord Responsibility:

The District's historical challenge with uncollectible accounts was primarily driven by renters who vacated properties without paying their balances. For landlords, unpaid utility charges represent a cost of doing business. This loss can often be recovered through mechanisms such as retaining a security deposit, initiating eviction proceedings, or adjusting the rent. In contrast, when the District relied solely on tenants as the responsible party, significant balances were left permanently uncollected, ranging between \$40,000 and \$90,000 annually, even after referral to private debt collectors. By shifting responsibility to property owners and utilizing the lien process, the District has reduced the risk of bad debt being absorbed by all paying ratepayers, while ensuring that water and sewer services remain financially sustainable.

CITY GOAL SUPPORTED BY THIS ITEM

Financial Health – Maintain a balanced budget and adequate reserves.

FISCAL IMPACT

Should the Board of Directors continue with the current lien process, along with targeted disconnections of delinquent accounts exceeding \$2,000, there will be no fiscal impact.

If the District were to move away from the lien process and adopt a full disconnection model supported by a third-party collections provider, the District could expect additional annual staffing costs of approximately \$284,000, plus a vehicle replacement cost of approximately \$50,000 every five to seven years. In addition, the District would likely experience a revenue loss of \$40,000 to \$90,000 per year, assuming uncollectible levels return to pre-2020 levels.

If the Board were to implement a transition to the full disconnection model in the current fiscal year, a First Quarter budget amendment of approximately \$192,000 would be required. This amount represents six months of salaries and benefits for the three necessary positions, as well as \$50,000 for a new vehicle. A final Fourth Quarter amendment would then be presented at year-end to account for recognized revenue losses.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Bill 998 - Water Shutoff Protection Act
2. Staff Report - Amendments to Title 14 presented to Council on January 7, 2020
3. Staff Report – Amendments to Title 14 presented to Council on June 21, 2022

Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with
Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

(a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.

(b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.

(c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.

(d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.

(e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.

(f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

(b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

- (A) Amortization of the unpaid balance.
- (B) Participation in an alternative payment schedule.
- (C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.
- (D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

O

City of Hesperia
STAFF REPORT



DATE: January 7, 2020

TO: Mayor and City Council Members
Chair and Board Members, Hesperia Water District

FROM: Nils Bentsen, City Manager

BY: Casey Brooksher, Director of Finance
Anne Duke, Deputy Finance Director
Marc Morales, Customer Service Supervisor

SUBJECT: Amendments to Title 14 of Hesperia Municipal Code – Discontinuation of Residential Water Service

RECOMMENDED ACTION

It is recommended: 1) the City Council introduce and place on first reading Ordinance No. 2020-02 amending Title 14 of the Hesperia Municipal Code to incorporate the provisions set forth in the Water Shutoff Protection Act - Senate Bill 998 and 2) the Council/Board adopt Joint Resolution No. 2020-02 and Hesperia Water District Resolution No. 2020-01, adopting a written policy on the Discontinuation of Residential Water Service for Nonpayment in compliance with Senate Bill 998.

BACKGROUND

Senate Bill 998 (SB 998), known as the Water Shutoff Protection Act (Attachment 1) was approved by Governor Jerry Brown on September 28, 2018 and requires every urban and community water system with more than 200 water service connections to have a written policy on the discontinuation of residential water services in place by February 1, 2020. The written policy on discontinuation of water service shall comply with the following mandates:

- Residential water service shall not be discontinued for nonpayment until the account has been delinquent for at least sixty (60) days.
- No less than seven (7) business days before discontinuation of residential service for nonpayment, the consumer named on the account shall be contacted by telephone or written notice.
- If unable to make contact with the consumer named on the account, a good faith effort is to be made to visit the residence and place a notice of imminent discontinuation of residential service for nonpayment, as well as a written copy of the District's Policy for the Discontinuation of Residential Service for Nonpayment (Policy).
- The written Policy shall be made available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean and any other language spoken by 10% of the service area and shall also be made available on the District's website.
- The Policy shall contain:
 - A plan for deferred or reduced payments for those who qualify.
 - Alternative payment schedules for those who qualify.
 - A formal mechanism for a consumer to contest or appeal a bill.

- A telephone number for a consumer to contact and discuss options for averting discontinuation of water service for nonpayment.
- For the consumer to avoid discontinuation of residential water service, all the following conditions must be met:
 - The consumer shall submit a certification from a primary care provider that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of a resident at the premises.
 - The consumer shall demonstrate a financial inability to pay based upon the receipt of public assistance by a member of the consumer's household or provide a declaration that the household's annual income is less than 200 percent of the federal poverty level.
 - The consumer is willing to enter into an alternative payment schedule, consistent with the Policy.
- If a consumer fails to comply with an alternative payment schedule for sixty (60) days or more, or does not pay his or her current bill for 60 days or more, service can be discontinued five (5) days after posting a notice of intent to discontinue service at property.
- A limitation on reconnection fees for low income consumers whose household is less than 200 percent of the federal poverty level to no more than \$50 during regular business hours and \$150 for after business hours and the waiver of interest charges on delinquent bills once every twelve months.
- A good faith effort at least ten (10) days prior to disconnection (or seven (7) days prior to disconnection if it is a detached single-family dwelling) to inform residential tenants, including mobile home parks and multi-family residents, that their water service is subject to disconnection for nonpayment by their landlord, and that the tenants have the ability to become consumers of the District should the customer meet the District's requirements.
- The requirement to post on the District's website, on an annual basis, the number of residential water service accounts that were disconnected for nonpayment.

ISSUES/ANALYSIS

The provisions outlined in SB 998 require changes to the District's current practices, as well as an amendment to Title 14 of the Hesperia Municipal Code.

Overview of the District's Current Practice for the Discontinuation of Water Service

The District's current billing process is on a bi-monthly basis where water bills are due and payable upon presentation and are considered past due twenty (20) days after the billing date. A past due notice is mailed to the consumer named on the account a minimum of ten days (10) prior to potential disconnection, noting a final due date in order to avoid disconnection of water service and the account is assessed a 1% late fee on the balance due. Within the 10 day period, an additional attempt is made to contact the customer named on the account by automated phone call and email two business days prior to disconnection, indicating the date payment must be received in order to avoid discontinuation of water service.

If the District is unable to contact the consumer by the automated phone call or email, the District will place a door hanger in a conspicuous place at the residence indicating the date to avoid discontinuation of water service. If payment has not been received by the District by the disconnection date, the water service account is considered delinquent and will be discontinued.

In all, the District's current process is to attempt contact multiple times over a minimum of thirty (30) days in order to avoid the disconnection of water service. On the day of disconnection, a delinquent/reconnect fee of \$36 is assessed for regular operating hours of the District's Field Staff

hours (Monday-Thursday 7:30 am to 4:00 pm, Friday 7:30 am to 3:00 pm) and \$109 for after business hours (Monday-Thursday after 4:00 pm, Friday after 3:00 pm). While these hours are different from City Hall hours (Monday-Thursday 7:30 am to 5:30 pm, Friday 7:30 am to 4:30 pm), the field staff are responsible for reconnecting service to the customers.

Currently, the consumer can make arrangements with the District, in the form of a payment extension, which must be made prior to the disconnection date. The due dates for the payment extensions range from fifty two (52) to fifty nine (59) days from the original bill date. Once a payment extension has been made, the District does not attempt any additional contact regarding the payment extension due date and leaves the responsibility with the consumer to meet the agreed-upon payment extension date. If the payment extension has not been paid by the date indicated, the water service account is considered delinquent and will be disconnected the following business day. The same delinquent/reconnect fees for regular and after business hours apply for payment extensions.

Overview of Changes Based Upon SB 998 Compliant Procedure

Under the SB 998 requirements, the water bills will continue to be due and payable upon presentation and will be past due 20 days after the billing date. As defined in the City-wide Fee Schedule, the 1% late fee will continue to be assessed on the balance due when the past due notice is issued and the delinquent/reconnection fee for regular business hours and after business hours will remain at \$36 and \$109. The changes in the billing process to comply with the SB 998 requirements will be:

- District will refrain from discontinuing residential water service for nonpayment until accounts are at least sixty (60) days delinquent from the bill date. For example, the bill date is considered Day 1. Since bills are due and payable upon presentment, disconnection will not occur until at least Day 61.
- District will contact the consumer named on the account no less than seven (7) business days prior to disconnection via automated phone call with a message that offers to provide the consumer with a copy of the written Policy containing information on discontinuation of residential water service, options for alternative payment arrangements, and procedures to contest or appeal the consumer's bill. If the phone message is undeliverable, District will visit the service address and place the written Policy in a conspicuous place no less than seven (7) days prior to disconnection.
- Because SB 998 prohibits the disconnection of residential water service for a minimum of sixty (60) days, there is an automatic built-in payment extension. Therefore, there will no longer be a need for the District to offer payment extensions.
- In compliance with SB 998, District will not discontinue residential water service if all of the following three conditions are met:
 - The consumer submits a certification from a primary care provider that discontinuation of water service will pose a threat to the health and safety of a resident at the premises.
 - The consumer demonstrates a financial inability to pay based on receipt of public assistance or a signed declaration that the household's annual income is less than 200 percent of the federal poverty level.
 - The consumer is willing to enter into an alternative payment schedule consistent with the Policy, which allows the District to work with the consumer to develop a payment plan for up to a twelve (12) month period. If default occurs on the payment arrangement or if the consumer does not pay their current residential services charges for sixty (60) days or more, water service is subject to

disconnection upon posting a notice of intent to disconnect in a prominent and conspicuous location at the service address, no sooner than five (5) business days prior to disconnection..

- An annual report must be submitted to the State Water Resource Control Board indicating the number of discontinuations of residential service for inability to pay. This report shall also be posted on the City/District's website.

In order to implement the provisions of SB 998, an amendment is needed to Title 14 of the Hesperia Municipal Code via Ordinance No. 2020-02 (Attachments 2, 3, and 4). Joint Resolution No. 2020-02/HWD 2020-01 has been included for the adoption of the draft policy, as required by SB 998 (Attachments 5 and 6). These documents have been reviewed by the City Attorney's Office to ensure compliance with the provisions of SB 998.

Non-residential and Sewer Accounts

Although SB 998 references only residential water service accounts, for efficiency in District operations and in order to minimize the potential for error, it is recommended that the District also refrain from discontinuing water service to non-residential accounts (including business, public buildings, industrial, and irrigation) and sewer accounts for nonpayment until accounts are at least sixty (60) days delinquent from the bill date. However, the medical/financial/payment arrangement provisions shall not apply to non-residential accounts.

FISCAL IMPACT

Though there are projected impacts to the District related to the administration of SB 998, the associated costs cannot be estimated at this time. While District cash flow will be delayed temporarily, due to extending the water service discontinuation date from 30 to a minimum of 60 days, staff does not anticipate a reduction in overall revenue. However, additional expenses will be incurred relating to the one-time cost to translate the written Policy and door hanger notifications, as well as the increased cost for printing the this information, which will be supplied upon request and will accompany door hanger notifications in circumstances when the telephone notification is not successful. Also, there will be increased field staff time to provide the required notification to the service address and an increase in administrative costs for staff to administer the alternative payment arrangement plans for those accounts that qualify. It is unknown at this time how many accounts will qualify and will proceed with alternative payment arrangements.

The District's existing fees to reconnect water service are in compliance with the SB 998 allowed parameters for low income consumers. Therefore, fee changes are not required at this time.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS

1. SB 998 Full Text
2. Ordinance 2020-02
3. Amended Title 14 of the Hesperia Municipal Code – Clean Version
4. Amended Title 14 of the Hesperia Municipal Code – Track Changes Version
5. Joint Resolution No. 2020-02/HWD 2020-01
6. Exhibit A - Written Policy ORG 49 for Discontinuation of Residential Water Service for Non-Payment Pursuant to SB 998



Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with
Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

(a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.

(b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.

(c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.

(d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.

(e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.

(f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

(b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

O

ORDINANCE NO. 2020-02

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HESPERIA, CALIFORNIA, AMENDING TITLE 14, CHAPTER 14.02,
SECTION 14.02.080 OF THE HESPERIA MUNICIPAL CODE,
INCORPORATING THE PROVISIONS SET FORTH IN THE WATER
SHUTOFF PROTECTION ACT (SENATE BILL 998)**

WHEREAS, in 1990, the Hesperia Water District ("District") was established as a subsidiary district of the City of Hesperia ("City"); and

WHEREAS, the District is charged with the control of the water system of the City for the purpose of obtaining, conserving and disposing of water for public and private uses; and

WHEREAS, Title 14, Chapter 14.02, of the Hesperia Municipal Code regulates the City's water and wastewater systems, and all things necessary or incidental to such systems, including but not limited to, the authority to set fees for service, billing procedures, and disconnection steps for non-payment; and

WHEREAS, on September 28, 2018, Senate Bill 998 was approved by the California State Governor, requiring water systems that supply water to more than 200 service connections to have a written policy on discontinuation of water service for nonpayment; and

WHEREAS, among its requirements, Senate Bill 998 requires the City:

- To maintain a written policy with (1) a plan for deferred or reduced payments; (2) alternative payment schedules for customers; (3) a formal mechanism for a customer to contest or appeal a bill; and (4) a telephone number for a customer to discuss options for averting the discontinuation of residential water services;
- Not to discontinue water services until customers have been delinquent for at least 60 days;
- To provide a written notice to the customers of their delinquent payment and impending discontinuation containing specific information;
- Do not discontinue water services for customers who meet certain medical and financial conditions;
- To limit the reconnection fee imposed on low income customers;
- Waive interest for low income customers once every twelve months;
- Report the number of annual disconnections of water services on its website; and
- Provide all written notices in English, Chinese, Spanish, Tagalog, Vietnamese, Korean, and any other language spoken by at least 10% of the people residing in the service area; and

WHEREAS, the City is subject to the requirements of Senate Bill 998 and must comply with its requirements by February 1, 2020; and

WHEREAS, Section 14.02.080 of the Hesperia Municipal Code does not satisfy all of the Senate Bill 998 requirements; and

WHEREAS, the City desires to comply with all of the requirements of Senate Bill 998; and

WHEREAS, the City would like to consolidate the requirements of Senate Bill 998 in a single document through the adoption of a policy and amend Section 14.02.080 to reference such policy.

NOW, THEREFORE, BE IT RESOLVED THAT THE HESPERIA CITY COUNCIL DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Section 14.02.080(F) of the Hesperia Municipal Code is amended and shall now read as follows:

“Payment. Water and sewer service bills shall be due and payable in accordance with the policy adopted by city council resolution.”

Section 3. Section 14.02.080(G)(2) of the Hesperia Municipal Code is amended and shall now read as follows:

“Termination of Service Due to Non-Payment. Service shall be terminated for non-payment of bills in accordance with the policy established and adopted by resolution of the city council. Any amount due shall be deemed a debt to the district until paid in full.”

Section 4. Section 14.02.080(H) of the Hesperia Municipal Code is amended and shall now read as follows:

“Delinquencies. Accounts not paid on or before the due date on the bill will be subject to such fees as identified in the City’s adopted fee schedule.

1. Disconnected for non-payment. A meter disconnected for non-payment of bills shall not be reconnected; unlocked or turned on until all unpaid bills, applicable fees, and deposits have been paid to the district.”

Section 5. Section 14.02.080(O)(2) of the Hesperia Municipal Code is amended and shall now read as follows:

“Delinquency Defined. Water/sewer bills shall be deemed delinquent on the date the bill is issued. Delinquent charges for water/sewer services are imposed on those accounts which remain unpaid after twenty (20) days from the bill date.”

Section 6. The City Council of the City of Hesperia hereby declares that should any provision, section, paragraph, sentence, or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by any reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words shall remain in full force and effect.

Section 7. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

ADOPTED AND APPROVED by the City Council of the City of Hesperia, California, at a regular meeting held on this 7th day of January, 2020.

Larry Bird, Mayor

ATTEST:

Melinda Sayre, City Clerk

APPROVED AS TO FORM

Eric Dunn, City Attorney

ATTACHMENT 3

14.02.080 - Billing and collection procedures.

- A. Billing Period. The billing period shall be at the option of the district.
- B. Meter Reading. Meters shall be read as nearly as possible on the same date of each corresponding month by one of the following methods:
 - 1. Actual - Consumption of water based upon a meter read.
 - 2. Estimated - Consumption may be estimated when the meter is found to be non-registering, damaged, inaccessible, stolen, or when an actual read is unavailable. Such estimates shall be made from previous consumption for a comparable period or by such other method as may be determined by the district, said decision of the district is to be final.
- C. Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be prorated as to minimum charges.
- D. Deposits.
 - 1. New Customer. If an applicant does not have a previous minimum one year record of having at all times paid his water/sewer bills or other fees when due to the district, during a period ending within the preceding eighteen (18) months of the date of application for service, then the district shall require said applicant to make a deposit as a condition of rendering water service. Such deposit shall be as determined by policy or other action established by the district.
 - 2. Return of Deposit. A guarantee deposit with the water district made by an applicant whose account has not been in arrears or any violations at any time during twelve (12) consecutive months, after which said deposit shall be applied as an offset without interest or upon termination of service.
 - 3. Use of Deposit. Subsequent to termination of service, the amount remaining unpaid for water/sewer service or any applicable fees may be retained by the district as an offset from the deposit.
 - 4. Disconnected for Non-Payment. District policy requires a guarantee deposit if a customer has been disconnected for non-payment and does not have a guarantee deposit at the time of disconnection. In addition, a customer with a deposit that is insufficient to cover the amount of a delinquent bill shall be charged an additional deposit sufficient to cover the difference for security. These required deposits shall be paid in full, along with all other necessary fees, before the service shall be reconnected. Said guarantee deposit will be not less than the minimum deposit as established by the district.
- E. Billing Charges.
 - 1. Service Charge. There shall be a fixed service charge for water service connections, construction meters, and private fire protection service to cover the district's expense to monitor and maintain the use of said meter. This charge shall be subject to change by action of the board as deemed necessary.

2. Sewer Charge. There shall be a fixed sewer charge for all service connections to the sewer system to cover the district's expense. This charge shall be subject to change by action of the board as deemed necessary.
 3. Consumption Charge. There shall be a charge for actual or estimated water usage; this charge is subject to change by action of the board as deemed necessary.
 4. Other fees. Other fees may be applicable as set forth in the fee schedule.
- F. Payment.
- Water and sewer service bills shall be due and payable in accordance with the policy adopted by city council resolution.
- G. Termination of Service.
1. Customer Request. Customers desiring to terminate service should notify the district at least two business days prior to vacating the premises. Unless termination of service is requested, the customer shall be liable for charges whether or not any water is used.
 2. Termination of Service Due to Non-Payment. Service shall be terminated for non-payment of bills in accordance with the policy established and adopted by resolution of the city council. Any amount due shall be deemed a debt to the district until paid in full.
- H. Delinquencies. Accounts not paid on or before the due date on the bill will be subject to such fees as identified in the City's adopted fee schedule.
1. Disconnected for non-payment. A meter disconnected for non-payment of bills shall not be reconnected, unlocked or turned on until all unpaid bills, applicable fees, and deposits have been paid to the district.
- I. Responsibility. Failure to receive a bill, phone call, door tag, or any other attempt of contact by the district does not relieve a customer of liability. Any amount due shall be deemed a debt to the district, and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the district in any court of competent jurisdiction for the amount thereof.
- J. Water Used without Application. A person using water from a service connection without having made prior application to the district for water/sewer service shall be held liable for the service charges, consumption charges, and all other fees for water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the district will estimate the quantity consumed. Until proper application for water service is made and any accumulated bills for service are paid, the service shall be disconnected by the district without notice.
- K. Non-Compliance. The district may, unless otherwise provided, disconnect water/sewer service to a customer for non-compliance with this chapter or any other resolution, ordinance, or regulation related to water/sewer service if the customer fails to comply with them within ten days from written notice from the district informing of the intention to disconnect service. If such non-compliance affects emergency matters of health and safety, and conditions warrant, the district may disconnect water/sewer service immediately, with or without prior notice.

- L. Service Refused or Disconnected. Service may be refused or disconnected without prior notice for the following reasons:
1. Where apparatus or appliances are in use which might endanger or disturb the service to other customers;
 2. Where there exists a cross connection in violation of state or federal laws;
 3. For non-compliance with this chapter or any other resolution, ordinance or regulation relating to the water/sewer service;
 4. To protect the district against fraud or abuse.
- M. Turn On/Turn Off. No charge shall be made for a turn-on or turn-off of water/sewer service at the meter, either for emergency purposes, or at the request of the current customer. The district shall, upon request day or night, without charge, shut off the supply of water for emergency purposes at the curb stop. If a customer makes multiple requests to turn-on water when having previously been attempted but water was found to be flowing, the district shall require payment of all costs reasonably borne.
- N. Liability/Inspection of Premises. The district does not assume liability for inspecting any apparatus on the premises of the customer. However, the district does reserve the right of inspection if there is reason to believe that unsafe apparatus is being used.
- O. Delinquencies; Collection from Customer and Property Owner. The customer and property owner shall be jointly and severally liable for all charges that may be imposed under this chapter, including but not limited to charges for tampering as described in Section 14.02.060, and all charges for water service, sewer service and water usage as described in Sections 14.02.070 and 080, including any delinquent charges.
1. Authority and Effect. The district may secure the payment of delinquent charges for water services by establishing a lien against all property located within the state of California which is owned by the person who is liable for the payment of such charges.
 2. Delinquency Defined. Water/sewer bills shall be deemed delinquent on the date the bill is issued. Delinquent charges for water/sewer services are imposed on those accounts which remain unpaid after twenty (20) days from the bill date.
 3. Notice to Lienee. Prior to establishing any lien pursuant to this section, the general manager shall notify the person who is liable for the payment of the delinquent charges that the delinquency exists and that the district may establish a lien against all real property in San Bernardino County and/or in any other county in the state of California, which such person currently owns or which such person might afterwards acquire during the effective period of the lien. Such notice shall be in writing and shall be served upon the prospective lienee by deposit in the United States Mail.
 4. Procedure. In all cases where charges for water services remain unpaid for ten days or more after the notice specified in subsection 3 of this section has been deposited in the mail, the general manager, or such other person who may be directed to do so by the board, shall prepare a certificate of charges due for presentation to the board and shall inform the board, before the recordation of a lien pursuant to subsection 5 of this section, of the lien based upon said certificate of charges due, stating the amount thereof, the name and address of the licensee, and the location of the real property

associated with the delinquency and shall obtain the approval of the board to so record. Thereafter the general manager shall file for record the certificate of charges due in the office of the county recorder of the county of San Bernardino and in the office of the county recorder of any other county in the state of California in which there is reason to believe that there is real property owned by the person who is liable for the payment of the delinquent charges.

5. Contents of Certificate. Each certificate filed pursuant to subsection 4 of this section shall be executed under penalty of perjury and shall certify the amount of unpaid charges including any penalty, the name and address of the person who is liable therefor and the fact that the district is entitled to payment thereof.
6. Release of Lien. Liens recorded pursuant to subsection 4 of this section shall be released upon full satisfaction thereof.
7. Collection on Tax Roll. In addition to establishing a lien pursuant to subsections 1 through 6 of this section, delinquent and unpaid charges for services may be collected on the tax roll pursuant to the procedures set forth herein, or any other applicable procedures under state law. A statement of those delinquent and unpaid charges for water and other services that remain delinquent and unpaid for sixty (60) days or more on July 1st, or on such other date as determined by the district, shall be furnished to the county in accordance with applicable county requirements. The amount of any such delinquent and unpaid charges shall be added to and become a part of the annual taxes next levied upon the property upon which the water or other services for which the charges are unpaid was used and upon the property subject to the charges for any other district services, and shall constitute a lien on that property as of the same time and in the same manner as does the tax lien securing such annual taxes. All laws applicable to the levy, collection and enforcement of municipal ad valorem taxes shall be applicable to such charges, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer 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 delinquent and unpaid charges relating to such property shall be transferred to the unsecured roll for collection.

ATTACHMENT 4

14.02.080 - Billing and collection procedures.

- A. Billing Period. The billing period shall be at the option of the district.
- B. Meter Reading. Meters shall be read as nearly as possible on the same date of each corresponding month by one of the following methods:
 - 1. Actual - Consumption of water based upon a meter read.
 - 2. Estimated - Consumption may be estimated when the meter is found to be non-registering, damaged, inaccessible, stolen, or when an actual read is unavailable. Such estimates shall be made from previous consumption for a comparable period or by such other method as may be determined by the district, said decision of the district is to be final.
- C. Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be prorated as to minimum charges.
- D. Deposits.
 - 1. New Customer. If an applicant does not have a previous minimum one year record of having at all times paid his water/sewer bills or other fees when due to the district, during a period ending within the preceding eighteen (18) months of the date of application for service, then the district shall require said applicant to make a deposit as a condition of rendering water service. Such deposit shall be as determined by policy or other action established by the district.
 - 2. Return of Deposit. A guarantee deposit with the water district made by an applicant whose account has not been in arrears or any violations at any time during twelve (12) consecutive months, after which said deposit shall be applied as an offset without interest or upon termination of service.
 - 3. Use of Deposit. Subsequent to termination of service, the amount remaining unpaid for water/sewer service or any applicable fees may be retained by the district as an offset from the deposit.
 - 4. Disconnected for Non-Payment. District policy requires a guarantee deposit if a customer has been disconnected for non-payment and does not have a guarantee deposit at the time of disconnection. In addition, a customer with a deposit that is insufficient to cover the amount of a delinquent bill shall be charged an additional deposit sufficient to cover the difference for security. These required deposits shall be paid in full, along with all other necessary fees, before the service shall be reconnected. Said guarantee deposit will be not less than the minimum deposit as established by the district.
- E. Billing Charges.
 - 1. Service Charge. There shall be a fixed service charge for water service connections, construction meters, and private fire protection service to cover the district's expense to monitor and maintain the use of said meter. This charge shall be subject to change by action of the board as deemed necessary.

2. Sewer Charge. There shall be a fixed sewer charge for all service connections to the sewer system to cover the district's expense. This charge shall be subject to change by action of the board as deemed necessary.
 3. Consumption Charge. There shall be a charge for actual or estimated water usage; this charge is subject to change by action of the board as deemed necessary.
 4. Other fees. Other fees may be applicable as set forth in the fee schedule.
- F. **Payment.** ~~Water/sewer service bills shall be due and payable upon presentation as stipulated on the water bill itself and shall be delinquent fourteen (14) days after the date of billing. A past due notice will be mailed out to customers a minimum of ten days prior to disconnection, stating the last date to pay the balance in full without incurring fees and/or disconnection of water service. Before service is disconnected, an additional attempt to contact the customer shall be made forty-eight (48) hours or two business days prior to the disconnection date, whichever is greater, by making an automated phone call, text message, email, or other current form of communication. If a valid contact number or address is not available, notice shall be given by placing a tag or other written document on the door handle, gate, or other conspicuous place on or about the property receiving the water/sewer service, said notice shall request contact with the district by date and time indicated, or service will thereupon be disconnected. Unless a prior arrangement for payment is made, service shall be disconnected if payment in full is not received after at minimum twenty-four day period.~~
- Water and sewer service bills shall be due and payable in accordance with the policy adopted by city council resolution.
- G. **Termination of Service.**
1. Customer Request. Customers desiring to terminate service should notify the district at least two business days prior to vacating the premises. Unless termination of service is requested, the customer shall be liable for charges whether or not any water is used.
 2. Termination of Service Due to Non-Payment. Service ~~may shall~~ be terminated for non-payment of bills in accordance with Section 14.02.08(F)- the policy established and adopted by resolution of the city council. Any amount due shall be deemed a debt to the district until paid in full.
- H. **Delinquencies.** Accounts not paid on or before the due date on the bill which they become delinquent will be subject to a fixed fee and a service charge of one percent per month on the unpaid balancesuch fees as identified in the City's adopted fee schedule.
1. Disconnected for non-payment. A meter disconnected for non-payment of bills shall not be reconnected, unlocked or turned on until all unpaid bills, applicable fees, and deposits have been paid to the district.
- I. **Responsibility.** Failure to receive a bill, phone call, door tag, or any other attempt of contact by the district does not relieve a customer of liability. Any amount due shall be deemed a debt to the district, and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the district in any court of competent jurisdiction for the amount thereof.

- J. **Water Used without Application.** A person using water from a service connection without having made prior application to the district for water/sewer service shall be held liable for the service charges, consumption charges, and all other fees for water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the district will estimate the quantity consumed. Until proper application for water service is made and any accumulated bills for service are paid, the service shall be disconnected by the district without notice.
- K. **Non-Compliance.** The district may, unless otherwise provided, disconnect water/sewer service to a customer for non-compliance with this chapter or any other resolution, ordinance, or regulation related to water/sewer service if the customer fails to comply with them within ten days from written notice from the district informing of the intention to disconnect service. If such non-compliance affects emergency matters of health and safety, and conditions warrant, the district may disconnect water/sewer service immediately, with or without prior notice.
- L. **Service Refused or Disconnected.** Service may be refused or disconnected without prior notice for the following reasons:
 - 1. Where apparatus or appliances are in use which might endanger or disturb the service to other customers;
 - 2. Where there exists a cross connection in violation of state or federal laws;
 - 3. For non-compliance with this chapter or any other resolution, ordinance or regulation relating to the water/sewer service;
 - 4. To protect the district against fraud or abuse.
- M. **Turn On/Turn Off.** No charge shall be made for a turn-on or turn-off of water/sewer service at the meter, either for emergency purposes, or at the request of the current customer. The district shall, upon request day or night, without charge, shut off the supply of water for emergency purposes at the curb stop. If a customer makes multiple requests to turn-on water when having previously been attempted but water was found to be flowing, the district shall require payment of all costs reasonably borne.
- N. **Liability/Inspection of Premises.** The district does not assume liability for inspecting any apparatus on the premises of the customer. However, the district does reserve the right of inspection if there is reason to believe that unsafe apparatus is being used.
- O. **Delinquencies; Collection from Customer and Property Owner.** The customer and property owner shall be jointly and severally liable for all charges that may be imposed under this chapter, including but not limited to charges for tampering as described in Section 14.02.060, and all charges for water service, sewer service and water usage as described in Sections 14.02.070 and 080, including any delinquent charges.
 - 1. **Authority and Effect.** The district may secure the payment of delinquent charges for water services by establishing a lien against all property located within the state of California which is owned by the person who is liable for the payment of such charges.
 - 2. **Delinquency Defined.** Water/sewer bills shall be deemed delinquent on the date the bill is issued. Delinquent charges for water/sewer services are imposed on those accounts which remain unpaid ~~for after~~ twenty-four (24) (20) days ~~after from~~ the bill ~~billing~~ date.

3. Notice to Liencee. Prior to establishing any lien pursuant to this section, the general manager shall notify the person who is liable for the payment of the delinquent charges that the delinquency exists and that the district may establish a lien against all real property in San Bernardino County and/or in any other county in the state of California, which such person currently owns or which such person might afterwards acquire during the effective period of the lien. Such notice shall be in writing and shall be served upon the prospective liencee by deposit in the United States Mail.
4. Procedure. In all cases where charges for water services remain unpaid for ten days or more after the notice specified in subsection 3 of this section has been deposited in the mail, the general manager, or such other person who may be directed to do so by the board, shall prepare a certificate of charges due for presentation to the board and shall inform the board, before the recordation of a lien pursuant to subsection 5 of this section, of the lien based upon said certificate of charges due, stating the amount thereof, the name and address of the licensee, and the location of the real property associated with the delinquency and shall obtain the approval of the board to so record. Thereafter the general manager shall file for record the certificate of charges due in the office of the county recorder of the county of San Bernardino and in the office of the county recorder of any other county in the state of California in which there is reason to believe that there is real property owned by the person who is liable for the payment of the delinquent charges.
5. Contents of Certificate. Each certificate filed pursuant to subsection 4 of this section shall be executed under penalty of perjury and shall certify the amount of unpaid charges including any penalty, the name and address of the person who is liable therefor and the fact that the district is entitled to payment thereof.
6. Release of Lien. Liens recorded pursuant to subsection 4 of this section shall be released upon full satisfaction thereof.
7. Collection on Tax Roll. In addition to establishing a lien pursuant to subsections 1 through 6 of this section, delinquent and unpaid charges for services may be collected on the tax roll pursuant to the procedures set forth herein, or any other applicable procedures under state law. A statement of those delinquent and unpaid charges for water and other services that remain delinquent and unpaid for sixty (60) days or more on July 1st, or on such other date as determined by the district, shall be furnished to the county in accordance with applicable county requirements. The amount of any such delinquent and unpaid charges shall be added to and become a part of the annual taxes next levied upon the property upon which the water or other services for which the charges are unpaid was used and upon the property subject to the charges for any other district services, and shall constitute a lien on that property as of the same time and in the same manner as does the tax lien securing such annual taxes. All laws applicable to the levy, collection and enforcement of municipal ad valorem taxes shall be applicable to such charges, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer 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 delinquent and unpaid charges relating to such property shall be transferred to the unsecured roll for collection.

**JOINT RESOLUTION NO. 2020-02
RESOLUTION NO. HWD 2020-01**

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA,
CALIFORNIA, AND THE BOARD OF DIRECTORS OF THE HESPERIA
WATER DISTRICT, ADOPTING THE POLICY ON THE DISCONTINUATION OF
RESIDENTIAL WATER SERVICE FOR NON-PAYMENT PURSUANT TO
SENATE BILL 998 (DOCUMENT NO. ORG 49)**

WHEREAS, in 1990, the Hesperia Water District ("District") was established as a subsidiary district of the City of Hesperia ("City"); and

WHEREAS, on September 28, 2018, Senate Bill 998 was approved by the California State Governor, requiring water systems that supply water to more than 200 service connections to have a written policy on the discontinuation of water service for nonpayment; and

WHEREAS, the City/District provides water to more than 200 services connections and is therefore subject to Senate Bill 998; and

WHEREAS, among its requirements, Senate Bill 998 requires the City/District to maintain a policy with the following information: (1) a plan for deferred or reduced payments for customers; (2) alternative payment schedules for customers; (3) a formal mechanism for a customer to contest or appeal a bill; and (4) a telephone number for a customer to contact the District to discuss options for averting the discontinuation of residential water services; and

WHEREAS, the City/District does not have a written policy satisfying Senate Bill 998 requirements; and

WHEREAS, the City and the District desire to comply with Senate Bill 998.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA AND THE BOARD OF DIRECTORS OF THE HESPERIA WATER DISTRICT AS FOLLOWS:

Section 1. All of the recitals in this Resolution, as set forth above, are true and correct and are incorporated herein by this reference.

Section 2. The City Council and Hesperia Water District Board of Directors hereby approve and adopt the "Policy on the Discontinuation of Residential Water Service for Non-Payment Pursuant to SB 998" (Document No. ORG 49), set forth in Exhibit "A" attached hereto and incorporated by this reference.

Section 3. The City Clerk/Board Secretary shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED AND APPROVED this 7th day of January 2020.

Larry Bird, Mayor

ATTEST:

Melinda Sayre, City Clerk

City of Hesperia

Document No.	ORG 49
Page No.	1 of 9
Revision No.	0
Effective Date	02/01/2020
Enabling/Authorizing Documents	Joint Resolution No. 2020-02 & HWD 2020-01

Administrative Policies and Procedures Manual**Policy: Policy on the Discontinuation of Residential Water Service for Non-Payment Pursuant to SB 998****1.0 Purpose**

This Policy is intended to comply with Senate Bill 998 – Discontinuation of Residential Water Service, codified in the California Health and Safety Code 116900 *et. seq.*, effective on February 1, 2020, and shall govern Hesperia Water District's ("District") administrative actions for the collection of accounts affecting residential consumers and other non-residential consumer accounts, unless otherwise specified below, including notifications, fee assignments and discontinuation of service.

This Policy is available to the public on the District's website at www.cityofhesperia.us. The District can also be contacted by phone at 760-947-1840 for assistance concerning the payment of water bills and to discuss options for averting discontinuation of water service for nonpayment under the terms of this policy.

2.0 Procedures

A. Rendering and Payment of Bills – Bills for water service will be rendered to each consumer on a bi-monthly basis unless otherwise provided for in the District's rate schedules. Bills for service are due and payable upon presentation and become overdue and subject to discontinuation of service if not paid within sixty (60) days from the date of the bill. Payment may be made at the District's offices or to any representative of the District authorized to make collections. However, it is the consumer's responsibility to assure that payments are received in full by the due date at the District's office. Partial payments are not authorized unless prior approval has been received from the District. Bills will be computed as follows:

1. Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.
2. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, and billing date.
3. A twenty (20) day grace period starting from the date of the bill will be afforded to the consumer. Payments received after 20 days from the date on bill are subject

to a late charge, as specified in the District's fees and charges, which shall be assessed and added to the outstanding balance on the consumer's account.

4. District's billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the District shall have the right to refuse any payment of such billings in coin.

B. Overdue Bills ("Past Due") – The following rules apply to consumers whose bills remain unpaid for more than sixty (60) days following the bill date:

1. Past Due Notice – If payment for a bill rendered is not received on or before the twenty-first (21st) day following the bill date, a past due notice (the "Past Due Notice") will be mailed to the water service account holder.
2. Notice of Discontinuation of Residential Service for Nonpayment – If payment for a bill rendered is not received on or before the forty-ninth (49th) day following the bill date, the consumer shall be provided notice of impending discontinuation of service via telephone to the contact number on file at least seven (7) business days prior to the possible discontinuation of service date identified in the Past Due Notice. Such telephonic message shall contain the District's offer to provide the consumer with a copy of this Policy and also offer to discuss with the consumer the options for alternative payments, as described in Section 2.1 below, and the procedures for review and appeal of the consumer's bill, as described in Section 2.2 below. For purposes of this Policy, the term "business days" shall refer to any days on which the District's office is open for business.
3. Unable to Contact Customer – If the District's attempt to contact the consumer via telephone message is unsuccessful (undeliverable), the District will visit the residence and leave, or make other arrangements to place in a conspicuous location, a copy of this Policy addressed to "Occupant" and a notice of imminent discontinuation of service for non-payment.
4. Turn-Off Deadline – Payment for water service and other applicable charges must be received in the District offices no later than 4:30 p.m. on the date specified in the Past Due Notice. Postmarks are not acceptable.
5. Restoration of Service - Water service will only be restored upon full payment of all outstanding charges, penalties, deposits, and any and all reconnection charges, such payment shall be in the form of cash or other certified funds.
6. Notification of Returned Check – Upon receipt of a returned payment (returned check/credit card chargeback) rendered as remittance for water service or other charges, the District will consider the account not paid. The District will attempt to notify the consumer by telephone and leave a notice of termination of water service at the premises if unable to make contact with the consumer by telephone. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the Past Due Notice; or if a Past Due Notice had not been previously provided, no sooner than the sixtieth (60th) day after the invoice for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.

7. Returned Check Tendered as Payment for Water Service Disconnected for Non-payment

- (a) If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for non-payment is returned as non-negotiable, the District may disconnect said water service with at least one (1) calendar days' notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged indicating the fact that a non-negotiable form of payment was issued by the consumer.
- (b) If a second non-negotiable payment is received, the District will no longer accept that form(s) of payment from the consumer for a period of one (1) year. During this time, the District may require the consumer to pay cash or certified funds.

C. Conditions Prohibiting Discontinuation of Residential Water Service – The District shall not discontinue residential water services if all of the following conditions are met:

- 1. Health Conditions – The consumer or tenant of the consumer submits certification of a "Primary Care Provider," as defined in Welfare and Institutions Code Section 14088(b)(1)(A), that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;
- 2. Financial Inability – The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level; and
- 3. Alternative Payment Arrangements – The consumer is willing to enter into an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment, consistent with the provisions of Section 2.1 below.

D. Process for Determination of Conditions Prohibiting Discontinuation of Residential Water Service – The burden of proving compliance with the conditions described in Subdivision (C), above, is on the consumer. In order to allow the District sufficient time to process any request for assistance by a consumer, the consumer is encouraged to provide the District with the necessary documentation demonstrating the medical issues under Subdivision (C)(1), financial inability under Subdivision (C)(2), and willingness to enter into any alternative payment arrangement under Subdivision (C)(3) as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the City Manager, or his or her designee, shall review that documentation and respond to the consumer within seven (7) calendar days to either request additional information, including information relating to the feasibility of the available alternative arrangements, or to notify the

consumer of the alternative payment arrangement, and terms thereof, under Section 2.1 below, in which the District will allow the consumer to participate. If the District has requested additional information, the consumer shall provide that requested information within seven (7) calendar days of the District's request. Within seven (7) calendar days of its receipt of that additional information, the District shall either notify the consumer that the consumer does not meet the conditions under Subdivision (C) above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, under Section 2.1 below, in which the District will allow the consumer to participate. Consumers who fail to meet the conditions described in Subdivision (C) above, must pay the delinquent amount, including any penalties and other charges, owing to the District within the latter to occur of: (i) two (2) business days after the date of notification from the District of the City Manager's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the Past Due Notice.

- E. Special Rules for Low Income Residential Consumers – Residential consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the consumer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level. If a consumer demonstrates either of those circumstances, then the following apply:
1. Reconnection Fees – If service has been discontinued and is to be reconnected, then any reconnection fees during the normal operating hours of the District's Field Staff cannot exceed \$50, and reconnection fees during non-operating hours of the District's Field Staff cannot exceed \$150. Those fees cannot exceed the actual cost of reconnection if that cost is less than the statutory caps. Those caps may be adjusted annually for changes in the Consumer Price Index (CPI) –for the Riverside - San Bernardino - Ontario area beginning January 1, 2021. Normal operating hours of the District's Field Staff are Monday through Thursday from 6:30 am to 4:00 pm and on Friday from 6:30 am to 3:00 pm.
 2. Interest Waiver – The District shall waive interest charges on delinquent bills once every 12 months.
- F. Landlord-Tenant – The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures, and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.
1. Required Notice
 - (a) At least ten (10) calendar days prior if the property is a multi-unit residential structure or mobile home park, or seven (7) calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the District shall make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.

- (b) The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see Subdivision 2 below), without having to pay any of the then delinquent amounts.

2. Tenants/Occupants Becoming Customers

- (a) The District is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the District's requirements and rules.
- (b) However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the District's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the District's requirements, then the District may make service available only to those tenants/occupants who have met the requirements.
- (c) If prior service for a particular length of time is a condition to establish credit with the District, then residence at the property and proof of prompt payment of rent for that length of time, to the District's satisfaction, is a satisfactory equivalent.

2.1 Alternative Payment Arrangements for Residential Consumers – Section 2.1 shall apply only to residential consumer accounts. For any residential consumer who meets the three conditions under Section 2.0(C) above, in accordance with the process set forth in Section 2.0(D) above, the District shall offer the consumer one of the following alternative payment arrangements, to be selected by the District in its sole discretion: (i) amortization of the unpaid balance under Subdivision (A) below; (ii) alternative payment schedule under Subdivision (B) below; (iii) partial or full reduction of unpaid balance under Subdivision (C) below; or (iv) temporary deferral of payment under Subdivision (D) below. The City Manager, or his or her designee, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and District's payment needs.

A. **Amortization** – If the City Manager, or his or her designee, selects the amortization plan for the consumer, the consumer must enter into a written amortization plan with the District in accordance with the following terms:

- 1. **Term** – The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in Subdivision (2) below, over a period not to exceed twelve (12) months, as determined by the City Manager or his or her designee; provided, however, that the City Manager or his or her designee, in their reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period and that amount shall be added each month to the consumer's ongoing monthly bills for water service.
- 2. **Administrative Fee; Interest** – For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the District

from time to time, representing the cost to the District of initiating and administering the plan. At the discretion of the City Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amount to be amortized under this Subsection A.

3. Compliance with Plan – The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the consumer fails to comply with the terms of the amortization plan for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue service.
- B. Alternative Payment Schedule – If the City Manager, or his or her designee, selects an alternative payment schedule for the consumer, the consumer must enter into a written alternative payment schedule with the District in accordance with the following terms:
 1. Repayment Period – The consumer shall pay the unpaid balance, with the administration fee and interest as specified in Subdivision (2) below, over a period not to exceed twelve (12) months, as determined by the City Manager or his or her designee; provided, however, that the City Manager or his or her designee, in their reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.
 2. Administrative Fee; Interest – For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the District from time to time, by resolution or ordinance of the City Council, representing the cost to the District of initiating and administering the schedule. At the discretion of the City Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this Subsection B.
 3. Schedule – The City Manager or his or her designee shall develop an alternative payment schedule. The alternative schedule may provide for periodic lump sum payments that do not coincide with the District's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to Subdivision (1) above, the unpaid balance and administrative fee shall be paid in full over a period not to exceed twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.
 4. Compliance with Plan – The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the consumer fails to comply with the terms of the agreed upon schedule for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more,

the District may discontinue water service to the consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue service.

- C. Reduction of Unpaid Balance – If the District has selected this alternative, the consumer shall receive a reduction of the unpaid balance owed by the consumer, not to exceed thirty percent (30%) of that balance without approval of and action by the Water District Board; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other District customers. The proportion of any reduction shall be determined by the consumer's financial need, the District's financial condition and needs, and the availability of funds to offset the reduction of the consumer's unpaid balance.
1. Repayment Period – The consumer shall pay the reduced balance by the due date determined by the City Manager or his or her designee, which date (the "Reduced Payment Date") shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.
 2. Compliance with Reduced Payment Date – The consumer must pay the reduced balance on or before the Reduced Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the reduced payment amount within sixty (60) calendar days after the Reduced Payment Date, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue service.
- D. Temporary Deferral of Payment – If the District has selected this alternative, the consumer shall have payment of the unpaid balance temporarily deferred for a period of up to six (6) months after the payment is due. The District shall determine, in its discretion, how long of a deferral shall be provided to the consumer.
1. Repayment Period – The consumer shall pay the unpaid balance by the deferral date (the "Deferred Payment Date") determined by the City Manager or his or her designee. The Deferral Payment Date shall be within twelve (12) months from the date the unpaid balance became delinquent; provided, however, that the City Manager or his or her designee, in their reasonable discretion, may establish a Deferred Payment Date beyond that twelve (12) month period to avoid undue hardship on the consumer.
 2. Compliance with Reduced Payment Date – The consumer must pay the reduced balance on or before the Deferred Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Date, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue service.

2.2 Appeals – The procedure to be used to appeal the amount set forth in any bill for residential water service is as follows:

- A. Consumer Dispute of Charges to District – In cases where a consumer asserts that a water service bill has been calculated in error, the consumer may dispute such water service charge(s) and request a review of the bill rendered by the District as follows:
1. Consumer Dispute of Bill/Past Due Notice – Within twenty-one (21) days of the original bill date for water service, the consumer may dispute charge(s) rendered by the District and request a review of such charge(s) for accuracy. The Dispute of Charges must be made in writing, must include documentation supporting the appeal and the reason for the appeal, and be delivered to the District's office. For so long as the consumer's dispute and any resulting investigation is pending, the District shall not discontinue water service to the consumer.
 2. Within fourteen (14) calendar days of receiving a consumer dispute, a review will be conducted by the District.
 - (a) If water charges are determined to be incorrect, the District will provide a corrected bill and payment of the revised charges will be due within ten (10) calendar days of the bill for revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected bill is provided, water service will be disconnected after expiration of that sixty (60) calendar day period; provided that the District shall provide the consumer with the Past Due Notice in accordance with Section 2.0 (B) above.
 - (b) If the water charges in question are determined to be correct, the bill is due and payable within two (2) business days after the District's notification. Water service to the referenced property is subject to disconnection if the charges remain unpaid the latter of: (i) two (2) business days after the District's notification that the billed charges are valid, or (ii) sixty (60) calendar days from the original bill date; provided that the District shall provide the consumer with the Past Due Notice in accordance with Section 2.0 (B) above.
 - (c) Any consumer whose dispute has resulted in an adverse determination by the District may appeal the determination within seven (7) calendar days from the District's notification to the Appeals Officer. Such appeal shall be in writing and must include documentation supporting the appeal.
- B. Appeal to Appeals Officer– Following receipt of a request for an appeal under Subsection A above, an evaluation shall be conducted by the Director of Finance, or his or her designee (the "Appeals Officer"). The Appeals Officer shall evaluate the evidence presented by the consumer, as well as the information on file with the District concerning the water charges in question, and render a decision as to the accuracy of said charges.
1. If the water charge(s) are determined to be incorrect by the Appeals Officer, the District will provide a corrected bill and payment of the revised charges will be due within ten (10) calendar days of the bill for revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected bill is provided, water service will be disconnected after expiration of that sixty (60)

calendar day period; provided that the District shall provide the consumer with the Overdue Notice in accordance with Section 2.0(B) above.

2. If the water charges in question are determined to be correct by the Appeals Officer, the bill is due and payable within two (2) business days after the Appeals Officer's decision is rendered. Water service to the referenced property is subject to disconnection if the charges remain unpaid the latter of: (i) two (2) business days after the Appeals Officer's decision is rendered to the consumer, or (ii) sixty (60) calendar days from the original bill date; provided that the District shall provide the consumer with the Past Due Notice in accordance with Section 2.0(B) above.
3. Any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the District.
4. Water service to any consumer shall not be discontinued at any time during which the consumer's appeal to the Appeals Officer is pending.
5. The Appeals Officer's decision shall be final and binding.

2.3 Restoration of Service – For water service that has been discontinued by the District due to non-payment, water service will only be restored upon full payment of all outstanding charges, penalties, deposits, and any and all applicable reconnection charges. The referenced payment shall be in the form of cash or other certified funds. The District will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The District shall make the reconnection no later than the end of the next regular working day following the consumer's request and receipt of referenced fees/charges.

Reviewed and Recommended for Approval by:

Casey Brooksher
Director of Finance

Approved by:

Nils Bentsen
General Manager

City of Hesperia
STAFF REPORT



DATE: June 21, 2022

TO: Mayor and Council Members
Chair and Board Members, Hesperia Water District

FROM: Nils Bentsen, City Manager

BY: Casey Brooksher, Director of Administrative Services
Heather Beardsley, Administrative Analyst

SUBJECT: Amendments to Title 14 of Hesperia Municipal Code related to billing and collection procedures for water service

RECOMMENDED ACTION

It is recommended that the City Council and Board of Directors of the Hesperia Water District introduce and place on first reading Ordinance No. 2022-07 amending Title 14 of the Hesperia Municipal Code related to billing and collection procedures for water service.

BACKGROUND

Section 14.02.080 of the Hesperia Municipal Code (HMC) establishes the guidelines and procedures for billing and collection methods. Section 14.02.080(O) establishes the procedure for the placement of liens on real properties for delinquent fees, fines, and charges accrued for delinquent water services. In addition to establishing liens on properties, unpaid liens are pursuant to subsequent collection via the San Bernardino County property tax rolls.

Hesperia Municipal Code (HMC) Section 14.02.080(O) authorizes the use of the special assessment to collect on liens placed on properties which remain unpaid by the end of the fiscal year. Property liens are only assessed after the property owner, or responsible person, has failed to pay their water bill by its due date and failed to comply with a Past Due Notice.

On July 5th, 2011, the City Council approved Ordinance 2011-06 adopting new policies and procedures for the Hesperia Water District. Ordinance 2011-06 outlined an administrative fee schedule for the Hesperia Water District and specified procedures to collect unpaid fines or fees as a result of water service provided by the District.

ISSUES/ANALYSIS

Currently, Section 14.02.080 of the Hesperia Municipal Code requires the District to notify the parties liable for payment of the delinquent charges, the intent to establish a lien against all real property in San Bernardino County and/or in any other county in the state of California by mail. If the charges remain unpaid for ten days or more after the notice has been deposited in the mail, the general manager shall prepare a certificate of charges to present to the Board before the recordation of the lien.

However, Section 1.12.370 of the Hesperia Municipal Code, also related to establishing liens, does not require the City to present to the Board prior to recordation of a property lien. The amendment to Title 14, Chapter 14.02.080 will modify the procedure of establishing liens to be

similar to the procedure found in Chapter 1.12, Section 1.12.370 by removing the step of presenting each lien to the Board before recordation. A public hearing and Board approval are not required for the District to record a lien for delinquent water charges. This change will allow the procedure of the recordation of liens to be simplified and better serve the District as an alternative to disconnections for non-payment.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Ordinance 2022-07
2. Exhibit "A" – Chapter 14.02.080 – Amended Track Changes Copy
3. Exhibit "B" – Chapter 14.02.080 – Amended Clean Copy

ORDINANCE NO. 2022-07

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HESPERIA, CALIFORNIA AND THE BOARD OF DIRECTORS OF
THE HESPERIA WATER DISTRICT, AMENDING TITLE 14 OF THE
HESPERIA MUNICIPAL CODE RELATED TO BILLING AND
COLLECTION PROCEDURES FOR THE HESPERIA WATER
DISTRICT**

WHEREAS, in 1990, the Hesperia Water District ("District") was established as a subsidiary district of the City of Hesperia ("City"); and

WHEREAS, the District is charged with the control of the water system of the City for the purpose of obtaining, conserving and disposing of water for public and private uses; and

WHEREAS, Title 14, Chapter 14.02, of the Hesperia Municipal Code regulates the City's water and wastewater systems, and all things necessary or incidental to such systems, including but not limited to, the authority to set fees for service, billing procedures, and disconnection steps for nonpayment; and

WHEREAS, the Water District proposes to amend Section 14.02.080 of the Hesperia Water Code to update the procedures for collection of unpaid delinquent fees from responsible parties.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HESPERIA DOES ORDAIN AS FOLLOWS:

Section 1. All of the facts set forth in this Ordinance are true, correct and are adopted as findings.

Section 2. Title 14, Section 14.02.080 of the Hesperia Municipal Code is hereby amended as set forth in Exhibit "A", attached hereto.

Section 3. Title 14, Section 14.02.080 of the Hesperia Municipal Code is hereby amended as set forth in Exhibit "B", attached hereto.

Section 4. This Ordinance shall take effect thirty on July 1, 2022.

Section 5. The City Clerk shall certify to the adoption of the Ordinance and shall cause the same to be posted in three (3) public places within the City of Hesperia pursuant to the provisions of Resolution No. 2007-101.

ADOPTED AND APPROVED this 21st day of June 2022.

Brigit Bennington, Mayor

ATTEST:

Erin Baum, Assistant City Clerk

14.02.080 Billing and collection procedures.

- A. **Billing Period.** The billing period shall be at the option of the district.
- B. **Meter Reading.** Meters shall be read as nearly as possible on the same date of each corresponding month by one of the following methods:
 - 1. **Actual - Consumption of water based upon a meter read.**
 - 2. **Estimated - Consumption may be estimated when the meter is found to be non-registering, damaged, inaccessible, stolen, or when an actual read is unavailable. Such estimates shall be made from previous consumption for a comparable period or by such other method as may be determined by the district, said decision of the district is to be final.**
- C. **Opening and Closing Bills.** Opening and closing bills for less than the normal billing period shall be prorated as to minimum charges.
- D. **Deposits.**
 - 1. **New Customer.** If an applicant does not have a previous minimum one year record of having at all times paid his water/sewer bills or other fees when due to the district, during a period ending within the preceding eighteen (18) months of the date of application for service, then the district shall require said applicant to make a deposit as a condition of rendering water service. Such deposit shall be as determined by policy or other action established by the district.
 - 2. **Return of Deposit.** A guarantee deposit with the water district made by an applicant whose account has not been in arrears or any violations at any time during twelve (12) consecutive months, after which said deposit shall be applied as an offset without interest or upon termination of service.
 - 3. **Use of Deposit.** Subsequent to termination of service, the amount remaining unpaid for water/sewer service or any applicable fees may be retained by the district as an offset from the deposit.
 - 4. **Disconnected for Non-Payment.** District policy requires a guarantee deposit if a customer has been disconnected for non-payment and does not have a guarantee deposit at the time of disconnection. In addition, a customer with a deposit that is insufficient to cover the amount of a delinquent bill shall be charged an additional deposit sufficient to cover the difference for security. These required deposits shall be paid in full, along with all other necessary fees, before the service shall be reconnected. Said guarantee deposit will be not less than the minimum deposit as established by the district.
- E. **Billing Charges.**
 - 1. **Service Charge.** There shall be a fixed service charge for water service connections, construction meters, and private fire protection service to cover the district's expense to monitor and maintain the use of said meter. This charge shall be subject to change by action of the board as deemed necessary.
 - 2. **Sewer Charge.** There shall be a fixed sewer charge for all service connections to the sewer system to cover the district's expense. This charge shall be subject to change by action of the board as deemed necessary.
 - 3. **Consumption Charge.** There shall be a charge for actual or estimated water usage; this charge is subject to change by action of the board as deemed necessary.
 - 4. **Other fees.** Other fees may be applicable as set forth in the fee schedule.
- F. **Payment.** Water and sewer service bills shall be due and payable in accordance with the policy adopted by city council resolution.
- G. **Termination of Service.**

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1. Customer Request. Customers desiring to terminate service should notify the district at least two business days prior to vacating the premises. Unless termination of service is requested, the customer shall be liable for charges whether or not any water is used.
 2. Termination of Service Due to Non-Payment. Service shall be terminated for non-payment of bills in accordance with the policy established and adopted by resolution of the city council. Any amount due shall be deemed a debt to the district until paid in full.
- H. Delinquencies. Accounts not paid on or before the due date on the bill will be subject to such fees as identified in the city's adopted fee schedule.
1. Disconnected for non-payment. A meter disconnected for non-payment of bills shall not be reconnected, unlocked or turned on until all unpaid bills, applicable fees, and deposits have been paid to the district.
- I. Responsibility. Failure to receive a bill, phone call, door tag, or any other attempt of contact by the district does not relieve a customer of liability. Any amount due shall be deemed a debt to the district, and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the district in any court of competent jurisdiction for the amount thereof.
- J. Water Used without Application. A person using water from a service connection without having made prior application to the district for water/sewer service shall be held liable for the service charges, consumption charges, and all other fees for water delivered from the date of the last recorded meter reading, and if the meter is found inoperative, the district will estimate the quantity consumed. Until proper application for water service is made and any accumulated bills for service are paid, the service shall be disconnected by the district without notice.
- K. Non-Compliance. The district may, unless otherwise provided, disconnect water/sewer service to a customer for non-compliance with this chapter or any other resolution, ordinance, or regulation related to water/sewer service if the customer fails to comply with them within ten days from written notice from the district informing of the intention to disconnect service. If such non-compliance affects emergency matters of health and safety, and conditions warrant, the district may disconnect water/sewer service immediately, with or without prior notice.
- L. Service Refused or Disconnected. Service may be refused or disconnected without prior notice for the following reasons:
1. Where apparatus or appliances are in use which might endanger or disturb the service to other customers;
 2. Where there exists a cross connection in violation of state or federal laws;
 3. For non-compliance with this chapter or any other resolution, ordinance or regulation relating to the water/sewer service;
 4. To protect the district against fraud or abuse.
- M. Turn On/Turn Off. No charge shall be made for a turn-on or turn-off of water/sewer service at the meter, either for emergency purposes, or at the request of the current customer. The district shall, upon request day or night, without charge, shut off the supply of water for emergency purposes at the curb stop. If a customer makes multiple requests to turn-on water when having previously been attempted but water was found to be flowing, the district shall require payment of all costs reasonably borne.
- N. Liability/Inspection of Premises. The district does not assume liability for inspecting any apparatus on the premises of the customer. However, the district does reserve the right of inspection if there is reason to believe that unsafe apparatus is being used.

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- O. Delinquencies; Collection from Customer and Property Owner. The customer and property owner shall be jointly and severally liable for all charges that may be imposed under this chapter, including but not limited to charges for tampering as described in Section 14.02.060, and all charges for water service, sewer service and water usage as described in Sections 14.02.070 and 080, including any delinquent charges.
1. Authority and Effect. The district may secure the payment of delinquent charges for water services by establishing a lien against all property located within the state of California which is owned by the person who is liable for the payment of such charges.
 2. Delinquency Defined. Water/sewer bills shall be deemed delinquent on the date the bill is issued. Delinquent charges for water/sewer services are imposed on those accounts which remain unpaid after twenty (20) days from the bill date.
 3. Notice to Lienee. Prior to establishing any lien pursuant to this section, the general manager shall notify the person who is liable for the payment of the delinquent charges that the delinquency exists and that the district may establish a lien against all real property in San Bernardino County and/or in any other county in the state of California, which such person currently owns or which such person might afterwards acquire during the effective period of the lien. Such notice shall be in writing and shall be served upon the prospective lienee by deposit in the United States Mail.
 4. Procedure. In all cases where charges for water services remain unpaid for ten days or more after the notice specified in subsection 3 of this section has been deposited in the mail, the general manager, ~~or such other person who may be directed to do so by the board,~~ shall prepare a certificate of charges due ~~for presentation to the board and shall inform the board, before the recordation of a lien pursuant to subsection 5 of this section, of the lien based upon said certificate of charges due,~~ stating the amount ~~thereof of the lien,~~ the name and address of the licensee, and the location of the real property associated with the delinquency ~~and shall obtain the approval of the board to so record.~~ Thereafter, the general manager shall file for record the certificate of charges due in the office of the county recorder of the county of San Bernardino and in the office of the county recorder of any other county in the state of California in which there is reason to believe that there is real property owned by the person who is liable for the payment of the delinquent charges.
 5. Contents of Certificate. Each certificate filed pursuant to subsection 4 of this section shall be executed under penalty of perjury and shall certify the amount of unpaid charges including any penalty, the name and address of the person who is liable therefor and the fact that the district is entitled to payment thereof.
 6. Release of Lien. Liens recorded pursuant to subsection 4 of this section shall be released upon full satisfaction thereof.
 7. Collection on Tax Roll. In addition to establishing a lien pursuant to subsections 1 through 6 of this section, delinquent and unpaid charges for services may be collected on the tax roll pursuant to the procedures set forth herein, or any other applicable procedures under state law. A statement of those delinquent and unpaid charges for water and other services that remain delinquent and unpaid for sixty (60) days or more on July 1st, or on such other date as determined by the district, shall be furnished to the county in accordance with applicable county requirements. The amount of any such delinquent and unpaid charges shall be added to and become a part of the annual taxes next levied upon the property upon which the water or other services for which the charges are unpaid was used and upon the property subject to the charges for any other district services, and shall constitute a lien on that property as of the same time and in the same manner as does the tax lien securing such annual taxes. All laws applicable to the levy, collection and enforcement of municipal ad valorem taxes shall be applicable to such charges, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer 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 delinquent and unpaid charges relating to such property shall be transferred to the unsecured roll for collection.

(Ord. No. 2011-06, § 4(Exh. A), 7-19-11; Ord. No. 2020-02 , §§ 2—5, 1-21-20)

14.02.080 Billing and collection procedures.

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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 delinquent and unpaid charges relating to such property shall be transferred to the unsecured roll for collection.

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