

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

*Regular Joint Meetings*  
*1<sup>st</sup> and 3<sup>rd</sup> Tuesday*

**Date: June 6, 2017**  
**REGULAR MEETING**

**Time: 5:30 P.M.** (Closed Session)  
**6:30 P.M.** (Regular Meeting)

**CITY COUNCIL MEMBERS**

Paul Russ, Mayor

Russell Blewett, Mayor Pro Tem

Larry Bird, Council Member

Bill Holland, Council Member

Rebekah Swanson, Council Member

❖ - ❖ - ❖ - ❖ - ❖ - ❖ - ❖ - ❖

Nils Bentsen, City Manager

Eric L. Dunn, City Attorney



*City of Hesperia*

Council Chambers  
9700 Seventh Avenue  
Hesperia, CA 92345

City Clerk's Office: (760) 947-1007

**Agendas and Staff Reports are  
available on the City Website  
[www.cityofhesperia.us](http://www.cityofhesperia.us)**

Documents produced by the City and distributed less than 72 hours prior to the meeting, regarding items on the agendas, will be made available in the City Clerk's Office located at 9700 Seventh Avenue during normal business hours.



**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) 947-1056. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.**

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

**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 Paul Russ  
Mayor Pro Tem Russell Blewett  
Council Member Larry Bird  
Council Member Bill Holland  
Council Member Rebekah Swanson*

Conference with Legal Counsel – Existing Litigation  
Government Code Section 54956.9(d)1

1. Center for Biological Diversity, et al. v. City of Hesperia, et al., San Bernardino County Case No. CIVDS1602824

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 Paul Russ  
Mayor Pro Tem Russell Blewett  
Council Member Larry Bird  
Council Member Bill Holland  
Council Member Rebekah Swanson

**D. Agenda Revisions and Announcements by City Clerk****E. Closed Session Reports by City Attorney****ANNOUNCEMENTS/PRESENTATIONS**

1. Presentation of Employee of the Month for May to Lorraine Mazzuca, Budget/Finance Specialist by Casey Brooksher, Budget/Finance Manager
2. Presentation to the City Council by Mojave River Watershed Group
3. Community Events Calendar by Mayor Paul Russ

**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 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.*

- 1) City Council
- 2) Fire District
- 3) Water District

**JOINT CONSENT CALENDAR**

1. Page 9 Consideration of the Draft Minutes from the Regular Meeting held Tuesday, May 16, 2017

**Recommended Action:**

It is recommended that the City Council approve the Draft Minutes from the Regular Meeting held Tuesday, May 16, 2017.

**Staff Person:** City Clerk Melinda Sayre

**Attachments:** [Draft CC Min 2017-05-16](#)

2. Page 15 Warrant Run Report (City - Successor Agency - Housing Authority - Community Development Commission - Fire - 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, Fire District, and Water District.

**Staff Person:** Assistant City Manager/Management Services Brian Johnson

**Attachments:** [SR Warrant Report 6-6-2017](#)

[Attachment 1 - Warrant Runs](#)

3. Page 17 Amend Contract with HLP, Inc. Animal Services Software to include online pet licensing

**Recommended Action:**

It is recommended that the City Council Members authorize the City Manager to approve an amendment to the HLP, Inc. contract in an amount not to exceed \$15,840, from its initial amount of \$53,800 to include the use of online pet licensing features.

**Staff Person:** IT Manager Sean Boal

**Attachments:** [SR HLP Contract Amendment 6-6-2017](#)

4. Page 19 Adopt Resolution HWD 2017-012 Designating Authorized Representatives as Signatories on State Revolving Fund Loan Reimbursement Requests for the Recycled Water System Project, C.O. No. 8087

**Recommended Action:**

It is recommended that the Board of Directors (Board) of the Hesperia Water District adopt Resolution HWD 2017-012 designating the City's Director of Development Services or the Project Construction Manager as signatories on State Revolving Fund Loan budget and claim forms or reimbursement requests related to reimbursement of expenditures on the Recycled Water System Project, C.O. No. 8087.

**Staff Person:** Director of Development Services Michael Blay

**Attachments:** [SR Recycled Water Signatories 6-6-2017](#)

[Resolution HWD 2017-012](#)

5. Page 23 Adoption of Memorandum of Understanding from the County of San Bernardino Transitional Assistance Department (TAD) for Unsubsidized Work Experience and Community Service Training

**Recommended Action:**

It is recommended that the City Council adopt Resolution No. 2017-023, and the Board of Directors of the Hesperia Water District adopt Resolution No. 2017-10, approving the Memorandum of Understanding with the County of San Bernardino Transitional Assistance Department (TAD) for Unsubsidized Work Experience and Community Service Training Program.

**Staff Person:** Assistant City Manager/Management Services Brian Johnson

**Attachments:** [SR Transitional Assistance Department MOU 6-6-2017](#)  
[Attachment 1 - Memorandum of Understanding](#)  
[Resolution 2017-023](#)  
[Resolution HWD 2017-10](#)

6. Page 43 Household Hazardous Waste Collection Agreement FY 2017-18 Through FY 2021-22

**Recommended Action:**

It is recommended that the Board of Directors of the Hesperia Fire Protection District (District) approve the contract with San Bernardino County Fire Protection District (County) for operation of the Household Hazardous Waste facility and authorize the City Manager to execute the contract.

**Staff Person:** Management Analyst Julie Ryan

**Attachments:** [SR Household Hazardous Waste Contract 6-6-2017](#)  
[Attachment 1 - Contract with San Bernardino County](#)

7. Page 53 Increase to Contract with Layne Christensen

**Recommended Action:**

It is recommended that the Board of Directors of the Hesperia Water District authorize the City Manager to execute an increase to contract with Layne Christensen, for water pump repair services in the amount of \$54,000 with a new not-to-exceed amount of \$104,000.

**Staff Person:** Public Works Manager Mark Faherty and Public Works Supervisor/Water Jeremy McDonald

**Attachments:** [SR Increase to Contract with Layne Christensen 6-6-2017](#)

8. Page 55 Mojave Desert Air Quality Management District (MDAQMD) AB 2766 Mobile Source Emission Reduction Grant

**Recommended Action:**

It is recommended that the City Council adopt Resolution 2017-030 1) accepting \$484,482 in grant funds from the Mojave Desert Air Quality Management District (MDAQMD) for Phase II of the Main Street Traffic Signal Synchronization Project adaptive signal operation; and 2) authorizing appropriation of \$158,600 to complete the project; and 3) authorizing the City Manager to execute the Agreement with MDAQMD pertaining to said grant funds; and 4) authorizing City Manager or his designee to execute and submit to MDAQMD any and all other documents related to the grant as may be necessary for completion of the project.

**Staff Person:** Director of Development Services Michael Blay

**Attachments:** [SR MDAQMD Grant 6-6-2017](#)  
[Resolution 2017-030](#)  
[Attachment 2 - MDAQMD Agreement](#)

9. Page 71 Community Facilities District (CFD) 94-01, Annexation 184

**Recommended Action:**

It is recommended that the Fire District Board of Directors adopt Resolution No. HFPD 2017-08 admitting Annexation 184 (0405-441-16-0000) into the Community Facilities District (CFD) 94-01 and direct the Secretary of the Board to file the addition with the County Recorder.

**Staff Person:** Fire Chief Ron Walls

**Attachments:** [SR Annexation 184 6-6-2017](#)

[Resolution HFPD 2017-08](#)

[Attachment 2 - Location Map](#)

10. Page 77 Community Facilities District (CFD) 94-01, Annexation 185

**Recommended Action:**

It is recommended that the Fire District Board of Directors adopt Resolution No. HFPD 2017-09 admitting Annexation 185 (0405-441-17-0000) into the Community Facilities District (CFD) 94-01 and direct the Secretary of the Board to file the addition with the County Recorder.

**Staff Person:** Fire Chief Ron Walls

**Attachments:** [SR Annexation 185 6-6-2017](#)

[Resolution HFPD 2017-09](#)

[Attachment 2 - Location Map](#)

11. Page 83 Traffic Signal Maintenance Contract - Siemens Industry, Inc.

**Recommended Action:**

It is recommended that the City Council authorize the City Manager to execute a three (3) year Professional Services Agreement (contract) with Siemens Industries Inc. to provide traffic signal maintenance services to the City of Hesperia, in the not-to-exceed amount of \$141,083 which includes a contingency of 10% (for possible unanticipated maintenance).

**Staff Person:** Public Works Manager Mark Faherty and Maintenance Crew Supervisor/Traffic Scott Smith

**Attachments:** [SR Traffic Signal Maintenance Contract 6-6-2017](#)

[Attachment 1 - Bid Comparison](#)

## **CONSENT ORDINANCES**

### *WAIVE READING OF ORDINANCES*

*Approve the reading by title of all ordinances and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.*

12. Page 91 Development Code Amendment DCA17-00002 adopting the Commercial Community Enhancement Ordinance (CCEO); Applicant: City of Hesperia; Area affected: City-wide

**Recommended Action:**

Place on second reading and adopt by title waiving the text of Ordinance No. 2017-10 as amended approving DCA17-00002, the Commercial Community Enhancement Ordinance (CCEO).

**Staff Person:** Senior Planner Daniel Alcayaga

**Attachments:** [SR Development Code Amendment 5-16-2017](#)

[Ordinance 2017-10](#)

[Attachment 2 - Exhibit A](#)

**13.** Page 109

Consideration of Adopting By-District Election Ordinance With District Map

**Recommended Action:**

Place on second reading and adopt by title waiving the text of Ordinance No. 2017-09 selecting the proposed district map and the sequence of elections to implement by district elections beginning in 2018.

**Staff Person:** City Attorney Eric Dunn

**Attachments:** [SR District Ordinance 6-6-2017](#)

[Ordinance 2017-09](#)

[Attachment 2 - Proposed Map Council 1B](#)

**NEW BUSINESS**

**14.** Page 119

Purchase of New Replacement Self Contained Breathing Apparatus (SCBA's)

**Recommended Action:**

It is recommended that the Hesperia Fire Protection District (HFPD) Board of Directors authorize the purchase of new replacement Self Contained Breathing Apparatus (SCBA's) with Bauer Compressors for a total amount not-to-exceed \$255,132.

**Staff Person:** Assistant City Manager/Management Services Brian Johnson and Fire Chief Ron Walls

**Attachments:** [SR Fire Breathing Apparatus Replacement 6-6-2017](#)

**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, Melinda Sayre, City Clerk of the City of Hesperia, California do hereby certify that I caused to be posted the foregoing agenda on Wednesday, May 31, 2017 at 5:30 p.m. pursuant to California Government Code §54954.2.*

---

*Melinda Sayre,  
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.*

THIS PAGE LEFT INTENTIONALLY BLANK



# City of Hesperia Meeting Minutes - Draft City Council

City Council Chambers  
9700 Seventh Ave.  
Hesperia CA, 92345

---

Tuesday, May 16, 2017

6:30 PM

---

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

**CLOSED SESSION - 6:00 PM**

**Roll Call**

**Present:** 5 - Mayor Russ, Mayor Pro Tem Blewett, Council Member Bird, Council Member Holland and Council Member Swanson

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 by Pastor Gary Barnhart of the River of Life Church**

**B. Pledge of Allegiance to the Flag**

**C. Roll Call**

**Present:** 5 - Mayor Russ, Mayor Pro Tem Blewett, Council Member Bird, Council Member Holland and Council Member Swanson

**D. Agenda Revisions and Announcements by City Clerk –** *Green sheet correction to Item #6 changing the incorrect date of Thursday July 7 to the correct date of Thursday, July 6. Amendment to item #12 regarding Section 4 of the proposed ordinance was made available to the Council and the public.*

**E. Closed Session Reports by City Attorney -** *No reportable action was taken.*

**ANNOUNCEMENTS/PRESENTATIONS**

1. Presentation to Jack Thomas, Hesperia Recreation and Park District Ranger by the City Council

1. Community Events Calendar by Mayor Paul Russ - *Flag at half-staff for National Police Memorial Day 5/15 and National Public Safety Week, Recap of Relay for Life event held 5/6-5/7, City Hall closed May 29th in honor of the Memorial Day holiday.*

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

*Daniel Krist commented on various items.*

*Rebecca Gaskell commented on putting in a traffic light at Main and Timberlane and Sultana.*

*Mark Labouef commented on code enforcement issue at his business.*

*Anthony Rhoades commented on Mariposa Road and Bear Valley traffic lights.*

*Bob Nelson commented on speech at public meetings.*

**JOINT CONSENT CALENDAR**

**A motion was made by Bird, seconded by Blewett, that the Consent Calendar be approved. The motion carried by the following vote:**

**Aye:** 5 - Russ, Blewett, Bird, Holland and Swanson

**Noes:** 0

1. Consideration of the Draft Minutes from the Regular Meeting and the Special Meeting held Tuesday, May 2, 2017

**Recommended Action:**

It is recommended that the City Council approve the Draft Minutes from the Regular Meeting and Special Meeting held Tuesday, May 2, 2017.

**Sponsors:** City Clerk Melinda Sayre

2. Warrant Run Report (City - Successor Agency - Housing Authority - Community Development Commission - Fire - 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, Fire District, and Water District.

**Sponsors:** Assistant City Manager/Management Services Brian Johnson

3. Treasurer's Cash Report for the unaudited period ended March 31, 2017

**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, Fire District, and Water District.

**Sponsors:** Assistant City Manager/Management Services Brian Johnson

4. Warehouse Commodity- Hydrant, Brass and Pipe Materials

**Recommended Action:**

It is recommended that the Board of Directors of the Hesperia Water District authorize the City Manager to approve a contract with Inland Water Works Supply Co. for Fiscal Year 2017-18 to purchase Hydrant, Brass, and Pipe Materials in the not-to-exceed amount of \$171,858.

**Sponsors:** Public Works Manager Mark Faherty and Public Works Supervisor/Water Jeremy McDonald

5. Increase Purchase Order No.# 2017-00000062 with J&S Striping Inc.

**Recommended Action:**

It is recommended that the City Council, authorize the City Manager to execute the increase to Purchase Order Number 2017-00000062 with J&S Striping Inc. from the new not-to-exceed amount of \$130,000 to \$150,000, and increasing the contract authority by an additional \$20,000 with a new not-to-exceed amount of \$410,000.

**Sponsors:** Public Works Manager Mark Faherty and Maintenance Crew Supervisor/Traffic Scott Smith

6. Amendment to Contract with J. Miller Electric

**Recommended Action:**

It is recommended that the City Council approve an amendment in the amount of \$10,000 to the contract with J. Miller Electric, Inc. (PSA 2016-17-029) for a total contract amount of \$60,000 for unanticipated emergency electrical repairs to City facilities.

**Sponsors:** Director of Development Services Michael Blay

7. Amendment to contract with Siemens Industry, Inc.

**Recommended Action:**

It is recommended that the City Council, authorize the City Manager to increase the contract with Siemens Industry, Inc. by an additional \$20,000 with a new not-to-exceed amount of \$158,900 for traffic signal repairs.

**Sponsors:** Public Works Manager Mark Faherty and Maintenance Crew Supervisor/Traffic Scott Smith

8. Badger Meter, Inc. dba National Meter and Automation Contract for Fiscal Year 2017-18

**Recommended Action:**

It is recommended that the Chair and Board Members of the Hesperia Water District authorize the City Manager to approve a contract for Fiscal Year (FY) 2017-18 with Badger Meter, Inc. doing business as National Meter and Automation in the not-to exceed amount of \$250,000 for the purchase of Badger water meters and related Badger water meter parts.

**Sponsors:** Public Works Manager Mark Faherty and Public Works Supervisor/Water Jeremy McDonald

9. Cancellation of July 4, 2017 City Council and Subsidiary District Meetings and Rescheduling

**Recommended Action:**

It is recommended that the City Council, the Board of Commissioners of the Hesperia Community Development Commission, and the Board of Directors of the Successor to the Hesperia Community Redevelopment Agency, Hesperia Housing Authority, Hesperia Fire Protection District, and the Hesperia Water District cancel the regularly scheduled July 4, 2017 meeting that falls on the Federal Independence Day Holiday (City Hall will be closed) and reschedule to a special meeting to be held later that week on Thursday, July 6, 2017 at 6:30 p.m.

**Sponsors:** City Clerk Melinda Sayre

10. Off-Highway Motor Vehicle Grant Application to the California Department of Parks and Recreation

**Recommended Action:**

It is recommended that the City Council approve and adopt Resolution No. 2017-025 authorizing the submission of a California Off-Highway Motor Vehicle (OHV) Grant Application to the California Department of Parks and Recreation for a total of \$55,474 and authorize the City Manager and the San Bernardino County Sheriff's Department to execute the Application and any amendments thereto on behalf of the City.

**Sponsors:** Captain Gregg Wielenga

## **PUBLIC HEARING**

11. Consideration of General Plan Amendment GPA16-00003 Modifying the Circulation Element and Site Plan Review SPR16-00016 for a Yacht Manufacturing Facility (Caliente Industrial Park, LLC; APN: 3039-321-09)

### **Recommended Action:**

The Planning Commission recommends that the City Council adopt Resolution Nos. 2017-019 and 2017-020, approving GPA16-00003 modifying the Circulation Element to eliminate that portion of Joshua Street west of Caliente Road, and Site Plan Review SPR16-00016, to construct a 75,000 square foot yacht and small residential building manufacturing facility in two phases on 6.1 gross acres of a 20.3-acre parcel within the Commercial Industrial Business Park (CIBP) Zone of the Main Street and Freeway Corridor Specific Plan located on the west side of Caliente Road, approximately 1,250 feet south of Muscatel Street.

**Sponsors:** Senior Planner Stan Liudahl

*The public hearing was opened, there being no public comment the public hearing was closed.*

**A motion was made by Blewett, seconded by Bird, that this item be approved. The motion carried by the following vote:**

**Aye: 5 - Russ, Blewett, Bird, Holland and Swanson**

**Noes: 0**

12. Development Code Amendment DCA17-00002 adopting the Commercial Community Enhancement Ordinance (CCEO); Applicant: City of Hesperia; Area affected: City-wide

### **Recommended Action:**

The Planning Commission recommends that the City Council introduce and place on first reading Ordinance No. 2017-10 approving DCA17-00002, the Commercial Community Enhancement Ordinance (CCEO).

**Sponsors:** Senior Planner Daniel Alcayaga

*Council Member Holland inquired as to why there is no prohibiting tobacco and massage parlors. Staff indicated tobacco businesses would be limited and that cities are unable to fully prohibit massage facilities.*

*The public hearing was opened, one unidentified public commenter spoke.*

*A resident (unidentified), asked about the distance requirements for massage parlors in reference to other massage parlors and schools.*

*The public hearing was closed.*

**A motion was made by Swanson, seconded by Holland, that this item be approved, amending the Ordinance to increasing the distance to 2,000 feet and incorporating section 4. as presented in the green sheet amendment. The motion carried by the following vote:**

**Aye: 5 - Russ, Blewett, Bird, Holland and Swanson**

**Noes: 0**

13. Public Hearing for Consideration of Introducing By-District Election Ordinance and Adoption of District Map

**Recommended Action:**

It is recommended that the City Council (1) consider selecting one of the proposed district maps and the sequence of elections; (2) hold a public hearing regarding proposed ordinance No. 2017-09 to establish a by-district election system in the City; and (3) consider introducing and conducting a first reading of Ordinance No. 2017-09.

**Sponsors:** City Attorney Eric Dunn

*The public hearing was opened, Eric Schmidt, Anthony Rhoades, Matthew Piccione commented on the maps that were received.*

*The public hearing was closed.*

**A motion was made by Bird that all the maps submitted be considered by the City Council. The motion failed for lack of second.**

**A motion was made by Swanson that the Council1b Map be placed on first reading and that proposed districts 2, 3, and 4 be up for election in 2018 and districts 1 and 5 up for election in 2020, seconded by Blewett. The motion carried by the following vote:**

**Aye: 4 - Russ, Blewett, Holland and Swanson**

**Noes: 1 - Bird**

**NEW BUSINESS**

14. Support of Victor Valley Bicycle Tour

**Recommended Action:**

It is recommended that the City Council provide direction to staff on supporting the 2017 Victor Valley Bicycle Tour and whether this level of support, or any level of support, should be added to future City Council division budgets.

**Sponsors:** Assistant to the City Manager Rachel Molina

**A motion was made by Holland that the request for \$1,250 be funded and considered in future years as the requests are received, seconded by Bird, that this item be approved. The motion carried by the following vote:**

**Aye: 5 - Russ, Blewett, Bird, Holland and Swanson**

**Noes: 0**

15. Fiscal Year 2017-18 Budget Planning Report Update

**Recommended Action:**

It is recommended that the City Council receive and file the limited update to the Fiscal Year (FY) 2017-18 Budget Planning Report, as well as provide direction to staff for planning the upcoming budget with development revenue expectations and input on the road improvement program as it pertains to Main Street.

**Sponsors:** Assistant City Manager/Management Services Brian Johnson and Senior Financial Analyst Casey Brooksher

## **COUNCIL COMMITTEE REPORTS AND COMMENTS**

*Council Member Holland commented on his attendance at the two SBCTA meetings and offered an update on the HERO program and requested that staff research the traffic concern at Timberlane and Sultana brought up in public comments earlier in the evening.*

*Council Member Bird commented on his attendance at the Volunteer Appreciation dinner, the Relay for Life and the National Day of Prayer, and announced his daughter's law school graduation and upcoming graduations locally.*

*Council Member Swanson commented on her attendance at the Volunteer Appreciation dinner, Relay for Life, the Tri-Agency meeting and the Hesperia Recreation and Park District's meeting to honor Jack Thomas on his retirement.*

*Mayor Pro Tem Blewett commented on his attendance at the Volunteer Appreciation dinner, the VVTA meeting, Relay for Life, and that he will be attending VVWRA Thursday.*

*Mayor Russ announced the Relay for Life Luminary event will be held on Friday, June 2, 2017 at 9:00 p.m., commented on his planned attendance at the ICSC Conference, directed staff to look at the properties zoned/re-zoned for apartments on Maple, directed staff to research incentives for local bidders, and directed staff research the possibility of a Stop sign at Hercules and Seventh Avenue.*

## **CITY MANAGER/CITY ATTORNEY/STAFF REPORTS**

*The City Manager commented on Mr. Rhoades inquiry about banners for the fallen military personnel and stated the City will honors fallen military personnel with a permanent plaque in the park including the service members mentioned by Mr. Rhoades.*

## **ADJOURNMENT**

8:55 p.m.

---

Melinda Sayre, City Clerk



# City of Hesperia STAFF REPORT



**DATE:** June 6, 2017

**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 Fire Protection District  
Chair and Board Members, Hesperia Water District

**FROM:** Nils Bentsen, City Manager

**BY:** Brian D. Johnson, Assistant City Manager/Management Services  
Anne Duke, Deputy Finance Director  
Virginia Villasenor, Senior Accountant

**SUBJECT:** Warrant Run Report (City – Successor Agency – Housing Authority – Community Development Commission – Fire – 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, Fire District, and Water District.

## BACKGROUND

The Warrant Run totals represented below are for the period April 29, 2017 through May 12, 2017.

<u>Agency/District</u>	<u>Accounts Payable</u>	<u>Payroll</u>	<u>Wires</u>	<u>Totals</u>
City of Hesperia	\$1,929,458.66	\$217,911.31	\$0.00	\$2,147,369.97
Successor Agency	0.00	0.00	0.00	0.00
Housing Authority	1,498.36	3,871.20	0.00	5,369.56
Community Development Commission	2,269.90	6,099.38	0.00	8,369.28
Fire	6,713.31	0.00	0.00	6,713.31
Water	426,170.48	86,876.28	150,956.23	664,002.99
<b>Totals</b>	<b>\$2,366,110.71</b>	<b>\$314,758.17</b>	<b>\$150,956.23</b>	<b>\$2,831,825.11</b>

The wires amount for the City of Hesperia is as follows:

- \$36,204.96 to Bank of America, N.A. for Hesperia Water Swap Interest Payment.
- \$6,483.49 to U.S. Bank Trust N.A. for Hesperia Water 1998 A Interest Payment.
- \$592.78 to U.S. Bank Trust N.A. for Hesperia Water 1998 B Interest Payment.
- \$107,675.00 to Bank of New York Mellon for Hesperia Water COP 1992 B Principal and Interest Payment.

## ATTACHMENT(S)

1. Warrant Runs

**City of Hesperia**  
**WARRANT RUNS**  
**04/29/2017 - 05/12/2017**

FUND #	FUND NAME	W/E 5/5/2017	W/E 5/12/2017	WARRANT TOTALS	Wires	YEAR-TO DATE TOTALS *	PRIOR FY YTD DATE TOTALS
<b>Accounts Payable</b>							
100	GENERAL	\$ 111,655.30	\$ 1,266,921.10	\$ 1,378,576.40	\$ -	\$ 19,684,358.02	\$ 17,903,604.51
204	MEASURE I - RENEWAL	\$ -	\$ -	\$ -	\$ -	\$ 1,380,870.43	\$ 2,589,645.20
205	GAS TAX	\$ -	\$ -	\$ -	\$ -	\$ 244,102.92	\$ 439.51
207	LOCAL TRANSPORT-SB 325	\$ 11,657.77	\$ 17,901.50	\$ 29,559.27	\$ -	\$ 352,043.05	\$ 634,926.02
251	CDBG	\$ 34,850.93	\$ 23,698.52	\$ 58,549.45	\$ -	\$ 2,600,099.18	\$ 505,017.54
253	CDBG - RLF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,319.37
254	AB2766 - TRANSIT	\$ -	\$ -	\$ -	\$ -	\$ 76,528.00	\$ 345,717.00
256	ENVIRONMENTAL PROGRAMS GRANT	\$ 3,665.53	\$ 758.62	\$ 4,424.15	\$ -	\$ 23,704.97	\$ 36,073.12
257	NEIGHBORHOOD STABILIZATION PROG	\$ 65.17	\$ 449.00	\$ 514.17	\$ -	\$ 20,640.91	\$ 30,565.96
260	DISASTER PREPARED GRANT	\$ -	\$ 114.03	\$ 114.03	\$ -	\$ 6,164.68	\$ 11,506.98
263	STREETS MAINTENANCE	\$ 58,345.11	\$ 5,418.55	\$ 63,763.66	\$ -	\$ 1,447,845.22	\$ 1,149,346.98
300	DEV. IMPACT FEES - STREET	\$ 5,000.00	\$ 5,035.00	\$ 10,035.00	\$ -	\$ 70,410.35	\$ 165,181.39
301	DEV. IMPACT FEES - STORM DRAIN	\$ -	\$ -	\$ -	\$ -	\$ 67,267.81	\$ 8,500.00
400	2004 STREETS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750,903.62
401	CITY DEBT SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
402	WATER RIGHTS ACQUISITION	\$ -	\$ -	\$ -	\$ -	\$ 1,437,715.42	\$ 1,445,471.55
403	2013 REFUNDING LEASE REV BONDS	\$ -	\$ -	\$ -	\$ -	\$ 781,300.07	\$ 772,431.66
504	CITY WIDE STREETS - CIP	\$ -	\$ -	\$ -	\$ -	\$ 15,158.85	\$ 12,541.35
800	EMPLOYEE BENEFITS	\$ 227,889.48	\$ 144,677.07	\$ 372,566.55	\$ -	\$ 5,893,300.97	\$ 5,879,093.88
801	TRUST/AGENCY	\$ 6,432.81	\$ 2,626.25	\$ 9,059.06	\$ -	\$ 746,642.68	\$ 545,571.95
802	AD 91-1 AGENCY	\$ -	\$ -	\$ -	\$ -	\$ 278.46	\$ 820,610.58
804	TRUST-INTEREST BEARING	\$ 2,296.92	\$ -	\$ 2,296.92	\$ -	\$ 38,703.51	\$ 106,531.45
807	CFD 2005-1	\$ -	\$ -	\$ -	\$ -	\$ 1,160,127.77	\$ 1,671,809.85
815	PLAN REVIEW TRUST - FRONTIER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>CITY</b>	\$ 461,859.02	\$ 1,467,599.64	\$ 1,929,458.66	\$ -	\$ 36,047,263.27	\$ 38,542,809.47
200	HESPERIA FIRE DISTRICT	\$ 1,262.00	\$ 5,200.85	\$ 6,462.85	\$ -	\$ 8,839,929.61	\$ 8,465,535.54
502	FIRE STATION BUILDING	\$ -	\$ 250.46	\$ 250.46	\$ -	\$ 354,444.03	\$ 736,257.04
	<b>FIRE</b>	\$ 1,262.00	\$ 5,451.31	\$ 6,713.31	\$ -	\$ 9,194,373.64	\$ 9,201,792.58
160	REDEVELOP OBLIG RETIREMENT - PA1	\$ -	\$ -	\$ -	\$ -	\$ 7,612,576.41	\$ 7,643,078.57
161	REDEVELOP OBLIG RETIREMENT - PA2	\$ -	\$ -	\$ -	\$ -	\$ 598,479.29	\$ 789,453.85
162	REDEVELOP OBLIG RETIREMENT-HOUSING	\$ -	\$ -	\$ -	\$ -	\$ 3,307,598.97	\$ 3,063,433.83
173	SUCCESSOR AGENCY ADMINISTRATION	\$ -	\$ -	\$ -	\$ -	\$ 2,242.59	\$ 22.48
	<b>SUCCESSOR AGENCY</b>	\$ -	\$ -	\$ -	\$ -	\$ 11,520,897.26	\$ 11,495,988.73
370	HOUSING AUTHORITY	\$ 1,395.00	\$ 103.36	\$ 1,498.36	\$ -	\$ 3,953,698.51	\$ 141,123.19
	<b>HOUSING AUTHORITY</b>	\$ 1,395.00	\$ 103.36	\$ 1,498.36	\$ -	\$ 3,953,698.51	\$ 141,123.19
170	COMMUNITY DEVELOPMENT COMMISSION	\$ -	\$ 2,269.90	\$ 2,269.90	\$ -	\$ 268,445.84	\$ 460,211.25
	<b>COMMUNITY DEVELOPMENT COMMISSION</b>	\$ -	\$ 2,269.90	\$ 2,269.90	\$ -	\$ 268,445.84	\$ 460,211.25
700	WATER OPERATING	\$ 365,560.75	\$ 25,159.35	\$ 390,720.10	\$ 150,956.23	\$ 5,929,683.13	\$ 5,635,817.67
701	WATER CAPITAL	\$ 100.00	\$ 79.16	\$ 179.16	\$ -	\$ 185,499.60	\$ 75,059.27
710	SEWER OPERATING	\$ 25,089.80	\$ 10,181.42	\$ 35,271.22	\$ -	\$ 1,715,853.46	\$ 2,315,843.02
711	SEWER CAPITAL	\$ -	\$ -	\$ -	\$ -	\$ 432,760.00	\$ 6,199.60
	<b>WATER</b>	\$ 390,750.55	\$ 35,419.93	\$ 426,170.48	\$ 150,956.23	\$ 8,263,796.19	\$ 8,032,919.56
	<b>ACCOUNTS PAYABLE TOTAL</b>	\$ 855,266.57	\$ 1,510,844.14	\$ 2,366,110.71	\$ 150,956.23	\$ 69,248,474.71	\$ 67,874,844.78
<b>REG. PAYROLL</b>							
	City	\$ 217,911.31	\$ -	\$ 217,911.31	\$ -	\$ 4,717,208.98	\$ 5,064,417.87
	Housing Authority	\$ 3,871.20	\$ -	\$ 3,871.20	\$ -	\$ 87,146.02	\$ 69,587.24
	Community Development Commission	\$ 6,099.38	\$ -	\$ 6,099.38	\$ -	\$ 127,710.94	\$ 60,384.92
	Water	\$ 86,876.28	\$ -	\$ 86,876.28	\$ -	\$ 1,964,280.45	\$ 2,047,181.44
	<b>PAYROLL TOTAL</b>	\$ 314,758.17	\$ -	\$ 314,758.17	\$ -	\$ 6,896,346.39	\$ 7,241,571.47

\* The year to date totals for this Warrant Report are for the 2016-17 fiscal year starting July 1; however, the year to date totals do not include \$47,625.25 of wires issued on 07/01/16.

# City of Hesperia STAFF REPORT



**DATE:** June 6, 2017

**TO:** Mayor and Council Members

**FROM:** Nils Bentsen, City Manager

**BY:** Brian D. Johnson, Assistant City Manager/Management Services  
Sean Boal, IT Manager

**SUBJECT:** Amend Contract with HLP, Inc. Animal Services Software to include online pet licensing

---

## **RECOMMENDED ACTION**

It is recommended that the City Council Members authorize the City Manager to approve an amendment to the HLP, Inc. contract in an amount not to exceed \$15,840, from its initial amount of \$53,800 to include the use of online pet licensing features.

## **BACKGROUND**

In 2014, the City's Animal Services Division converted to HLP, Inc. and the Chameleon software system for their animal services operations. Utilizing the Chameleon software system has allowed the Animal Services Division to transition to a more efficient electronic process for dispatch and shelter data management.

## **ISSUES/ANALYSIS**

Currently residents must visit the City's animal shelter during normal business hours to license their pets and pay fees. HLP, Inc. offers an additional component that would provide Hesperia residents the ability to license their animals online. The online pet licensing component will allow residents the convenience and flexibility to license and renew pet licenses through a secure interface via the City's website at any time from a personal computer or mobile device.

## **FISCAL IMPACT**

Funding for the online pet licensing component was approved by the City Council during the Fiscal Year 2016-17 Third Quarter Budget Review on April 18, 2017.

## **ALTERNATIVE(S)**

1. Provide alternative direction to staff.

## **ATTACHMENT(S)**

None

THIS PAGE LEFT INTENTIONALLY BLANK

# City of Hesperia STAFF REPORT



**DATE:** June 6, 2017

**TO:** Chair and Board Members, Hesperia Water District

**FROM:** Nils Bentsen, City Manager

**BY:** Michael Blay, Director of Development Services  
David R. Burkett, Project Construction Manager

**SUBJECT:** Adopt Resolution HWD 2017-012 Designating Authorized Representatives as Signatories on State Revolving Fund Loan Reimbursement Requests for the Recycled Water System Project, C.O. No. 8087

---

## **RECOMMENDED ACTION**

It is recommended that the Board of Directors (Board) of the Hesperia Water District adopt Resolution HWD 2017-012 designating the City's Director of Development Services or the Project Construction Manager as signatories on State Revolving Fund Loan budget and claim forms or reimbursement requests related to reimbursement of expenditures on the Recycled Water System Project, C.O. No. 8087.

## **BACKGROUND**

The Victor Valley Wastewater Reclamation Authority (VWWRA) has begun construction on the Hesperia Sub-Regional Water Reclamation Plant (HSWRP). This project is taking approximately 24 months to construct and is expected to be completed in the summer of 2017. Upon completion the HSWRP will be capable of supplying approximately one million gallons (MG) per day of recycled water, which can be used for irrigation purposes. In order to utilize this resource, the District must build a distribution system to convey the reclaimed water to potential users. Using the District's Recycled Water Master Plan as a guide, staff has defined an alignment for the first phase of the distribution system. The primary user under this first phase will be the Hesperia Golf Course, but many other users can be served as well, including parks, schools, and the Hesperia Civic Center Complex. The first phase of the distribution system will include approximately 8 miles of "purple" pipe, a 2.5 million gallon water storage tank, and a booster station necessary to provide the required pressures to operate large irrigation systems.

On June 21, 2016, the City Council and Board of Directors of the Hesperia Water District adopted the Fiscal Year 2016-17 Capital Improvement Program (CIP) Budget that included funding for the Recycled Water System Project (C.O. No. 8087).

## **ISSUES/ANALYSIS**

The District has received a low-interest loan from the State Water Resources Control Board (SWRCB) through the State Revolving Fund (SRF) to assist with construction of the new recycled water system. The District is required, as a condition of the loan agreement, to designate an authorized representative by title as the signatory on reimbursement claim forms submitted for reimbursement of expenditures related to the project. The terms of the agreement

require the City to make payment on eligible project costs up front and then subsequently submit claim forms to the SWRCB for reimbursement of such costs.

As stipulated in the *Policy for Implementing the Drinking Water State Revolving Fund*, the SWRCB will not process any reimbursement requests until the Board designates a signatory. Staff is recommending that the Board adopt Resolution HWD 2017-012 designating the Director of Development Services or the Project Construction Manager as Authorized Representatives and signatories to all budget and claim forms or reimbursement requests submitted to the SWRCB that are related to the Recycled Water System Project, C.O. No. 8087.

### **FISCAL IMPACT**

Adoption of Resolution HWD 2017-012 has no fiscal impact on the City. However, funds for construction of the project are included in the adopted FY 2016-17 Capital Improvement Program Budget under Fund 701 – Water Capital (Account No. 701-29-800-8087-7500).

### **ALTERNATIVE(S)**

1. Provide alternative direction to staff

### **ATTACHMENT(S)**

1. Resolution HWD 2017-012

**RESOLUTION HWD 2017-012**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA  
WATER DISTRICT DESIGNATING AUTHORIZED REPRESENTATIVES AS  
SIGNATORIES ON STATE REVOLVING FUND LOAN BUDGET AND CLAIM  
FORMS OR REIMBURSEMENT REQUESTS RELATED TO THE  
CONSTRUCTION OF THE DISTRICT'S RECYCLED WATER SYSTEM  
PROJECT (C.O. NO. 8087)**

**WHEREAS**, on September 23, 2016, the District secured a low-interest loan from the State Water Resources Control Board (SWRCB) through the State Revolving Fund (SRF) to assist with construction of the Recycled Water System Project, C.O. No. 8087; and

**WHEREAS**, the SRF Loan Agreement stipulates that the District must by resolution or ordinance designate an authorized representative by title as the signatory on budget and claim forms or reimbursement requests that are related to the Recycled Water System Project; and

**WHEREAS**, in order to comply with this requirement, the Board of Directors of the Hesperia Water District hereby designates the Director of Development Services or the Project Construction Manager as Authorized Representatives and Signatories to all budget and claim forms or reimbursement requests related to the Recycled Water System Project;

**NOW THEREFORE**, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HESPERIA WATER DISTRICT AS FOLLOWS

- Section 1. The Board of Directors hereby specifically finds that all of the facts set forth in this resolution are true and correct; and
- Section 2. The Board of Directors hereby designates the Director of Development Services or the Project Construction Manager as Authorized Representatives and Signatories to all budget and claim forms or reimbursement requests related to the Recycled Water System Project, C.O. No. 8087; and
- 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.

**ADOPTED AND APPROVED** this 6<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Paul Russ, Mayor

ATTEST:

\_\_\_\_\_  
Melinda Sayre, City Clerk

THIS PAGE LEFT INTENTIONALLY BLANK



# City of Hesperia

## STAFF REPORT



**DATE:** June 6, 2017

**To:** Mayor and Council Members  
Chair and Board Members, Hesperia Water District

**FROM:** Nils Bentsen, City Manager

**BY:** Brian D. Johnson, Assistant City Manager/Management Services  
Rita Perez, Human Resources Manager

**SUBJECT:** Adoption of Memorandum of Understanding from the County of San Bernardino Transitional Assistance Department (TAD) for Unsubsidized Work Experience and Community Service Training

---

### RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 2017-023, and the Board of Directors of the Hesperia Water District adopt Resolution No. 2017-10, approving the Memorandum of Understanding with the County of San Bernardino Transitional Assistance Department (TAD) for Unsubsidized Work Experience and Community Service Training Program.

### BACKGROUND

Endorsed by the Welfare and Institutions Code Section 11200, et seq., the Transitional Assistance and Employment Services Program was enacted in 1997 under the State of California Work Opportunity and Responsibility to Kids (CalWORKS) Act, Assembly Bill 1542. This Program includes the provision of job-related training, community services, and Temporary Assistance to Needy Families (TANF).

For the past few years, the City of Hesperia has partnered with the County of San Bernardino Transitional Assistance Department Employment Services Program (TAD) in order to afford work experience and job training services to disadvantaged individuals and prepare them to enter the job market and/or move participants into sustained employment.

While these supportive services are viewed as a vital component in most communities, the Program does require that training be performed under the auspices of public or private non-profit entities. In addition, the Program incorporates one or several of the following elements: non-salaried (unsubsidized) work experience or unsubsidized employment, on-the-job training, job search and job readiness assistance, community service and work experience, and vocational and/or educational training.

### ISSUES/ANALYSIS

As a supporting agency, the City of Hesperia will partner once again with the County of San Bernardino Human Services in order to jointly satisfy legislative compliance prerequisites in the implementation of the CalWORKS Act [Assembly Bill 1542] and the California Department of Social Services (CDSS) regulations. Ultimately, the partnership's mutual focus and efforts will be to assist and provide job-related training and community services to qualified individuals under the Program.

It is important to note that these training positions are not created as a result of, or result in the displacement or partial displacement of current employees; or as a means to subsidize services during a strike, lockout or other bona fide labor dispute. The filling of vacant City position(s) must be in compliance with adopted City personnel recruitment and selection procedures.

In addition, some of the key responsibilities and/or provisions provided by the County of San Bernardino include workers' compensation insurance coverage for participants and the reimbursement of incurred fees to the City of Hesperia for conducting background and medical examinations for eligible participants. The City of Hesperia's responsibilities include the ability to provide reasonable and proper participant supervision and working conditions as provided for City employees. For a complete list of all provisions, please refer to attached Memorandum of Understanding.

The term of this Memorandum of Understanding provides for a prorated effective date as of January 7, 2017, with an expiration date of January 6, 2020; however, this Memorandum of Understanding may be terminated earlier by either participating agency in accordance with the provisions of Section IX, page 12 [see attached]. The City's legal counsel has reviewed the Memorandum of Understanding as proposed by the County of San Bernardino.

#### **FISCAL IMPACT**

None

#### **ALTERNATIVE(S)**

Provide alternative direction to staff

#### **ATTACHMENT(S)**

1. Memorandum of Understanding from the County of San Bernardino Transitional Assistance Department (TAD) and City of Hesperia for Unsubsidized Work experience and Community Service Training. (On file in the City Clerk's Office)
2. Resolution No. 2017-023
3. Resolution HWD No. 2017-10

**MEMORANDUM OF UNDERSTANDING**  
**between**  
***Transitional Assistance Department***  
**and**  
***City of Hesperia***  
**for**  
***Unsubsidized***  
***Work Experience/Community Service Training***

**JANUARY 7, 2017**

**WHEREAS**, the State of California enacted the 1997 California Work Opportunity and Responsibility to Kids (CalWORKs) Act [Welfare and Institutions Code Section 11200, et seq.] which includes the provision of training services to Temporary Assistance to Needy Families (TANF) applicants/recipients; and

**WHEREAS**, the County of San Bernardino Transitional Assistance Department, hereinafter referred to as "TAD," administers the CalWORKs Program in accordance with Welfare and Institutions Code Section 11200 and California Department of Social Services (CDSS) Regulations MPP 42-700; and

**WHEREAS**, in order to comply with the CalWORKs Act and the CDSS regulations implementing said legislation, each County must arrange for or provide training services which include non-salaried (unsubsidized) Work Experience/Community Service, hereinafter referred to as WEX/Community Service training services, for its TANF customers; and

**WHEREAS**, the City of Hesperia, hereinafter referred to as "Provider," has experience in providing unsubsidized WEX/Community Service training to individuals through its function as a public or private non-profit entity; and

**WHEREAS**, TAD desires to enter into a non-financial Memorandum of Understanding (MOU) with the Provider for the provision of non-salaried WEX/Community Service training service assignments to San Bernardino County TANF customers;

**NOW THEREFORE**, TAD and Provider mutually agree to the following terms and conditions:

## TABLE OF CONTENTS

I.	DEFINITIONS .....	3
II.	PROVIDER SERVICE RESPONSIBILITIES .....	5
III.	PROVIDER GENERAL RESPONSIBILITIES .....	6
IV.	TAD RESPONSIBILITIES .....	11
V.	MUTUAL RESPONSIBILITIES .....	11
VI.	FISCAL PROVISIONS .....	12
VII.	RIGHT TO MONITOR AND AUDIT .....	12
VIII.	TERM .....	12
IX.	EARLY TERMINATION .....	12
X.	GENERAL PROVISIONS .....	13
XI.	CONCLUSION .....	13

## I. DEFINITIONS

- A. Assessment – An appraisal of a participant's work history, employment skills, knowledge, abilities, education, current educational competency level, employability given current skills, physical or mental conditions that limit the ability to participate, local labor market conditions, and need for supportive services.
- B. CalWORKs – The acronym for California Work Opportunity and Responsibility to Kids, implemented through Assembly Bill 1542.
- C. Case Manager – TAD staff member who provides job services and case management services for TAD program participants. Used interchangeably with "ES" or "ESS."
- D. Community Service – An unpaid training activity that is performed in the public or private nonprofit sector under close supervision. It is intended to provide participants with basic job skills that can lead to employment while, if possible, providing a service to the community.
- E. Employment Services Specialist (ESS or ES) – Welfare-to-Work staff member who provides job services and case management services for Welfare-to-Work program participants. Used interchangeably with the term "Case Manager."
- F. HS – The acronym for Human Services. Oversees the nine Human Services Departments and fosters concern for social programs within the County and communities, as a whole.
- G. Memorandum of Understanding (MOU) – For the purpose of this document, a MOU is a contractual agreement between TAD and the Work Experience/Community Service provider. MOUs are established with the parent agency. One MOU can generate numerous training sites.
- H. Participant – An individual who has been determined eligible to participate in, and who is receiving service under, a program or agreement authorized by TAD. Used interchangeably with "recipient" or "customer."
- I. Provider – A public agency or private nonprofit organization that delivers educational, training, employment, or supportive services to TAD participants. Used interchangeably with "Service Provider."
- J. Qualitative Measures – An assessment of the degree of a participant's success in a WEX/Community Service training assignment in terms of such attributes as the ability to follow directions, to complete assignments, to dress appropriately, to behave appropriately at the training site, etc.
- K. Quantitative Measures – An assessment of the degree of a participant's success in a WEX/Community Service assignment in terms of punctuality, adherence to an assigned schedule, etc.
- L. Recipient – An individual receiving TANF benefits and who is registered with TAD. Used interchangeably with "participant" or "customer."
- M. Service Provider – A public agency or private nonprofit organization entity that delivers educational, training, employment, or supportive services to TAD participants. Used interchangeably with "Provider."
- N. Supportive Services – Services necessary to enable a participant who cannot afford to pay for such services to participate in a training program. Payment may be provided for transportation,

childcare, health care, and other reasonable expenses required for participation in the training program and may be provided directly or through cash assistance.

- O. TAD – Transitional Assistance Department. TAD administers public assistance programs such as Temporary Assistance for Needy Families (TANF), Cal-Learn (which serves pregnant/parenting teens on TANF who have not received a high school diploma or equivalent), CalFresh, Medi-Cal, and Welfare-to-Work.
- P. TANF – Temporary Assistance for Needy Families. The federal program under which CalWORKs is administered.
- Q. Training Site Request (TSR) – Training Site Requests (WTW 733.1 Form) are completed by the Provider staff to notify TAD of WEX/Community Service training positions within their department, agency, or office. The TSR indicates the site supervisor, number of WEX/Community Service trainees the site can accommodate, pertinent information about the site, training activities, and any prerequisites or special requirements of the position(s).
- R. Training Site Supervisor – Provider's staff member designated to supervise WEX/Community Service trainees and their activities during their training assignment. The staff member works with the TAD WEX/Community Service Coordinator and/or TAD Case Manager to ensure the participant is meeting Welfare-to-Work requirements.
- S. Welfare-to-Work (WTW) – WTW is a mandatory employment-focused program for most adults who are receiving cash aid under CalWORKs.
- T. Unsubsidized Employment – Direct employment without a subsidy from TAD or other government agency.
- U. WEX (Work Experience) – Refers to a training activity in the public or private sector under the close supervision of the activity service provider. WEX/Community Service training is intended to help provide basic job skills, enhance existing job skills, and possibly provide a needed community service that will lead to unsubsidized employment.
- V. WEX/Community Service Training Plan (WTW 733.5 Form) – The WEX/Community Service Training Plan, WTW 733.5 form, is an agreement between the participant and the Provider. It confirms specifics about the participant's WEX/Community Service assignment, such as position, supervisor, daily/weekly schedule and length of assignment. It serves as a reminder about attendance/progress submission, and about continued job search during the WEX/Community Service training assignment. It also serves as an informing notice by letting the participant know the areas he/she will be evaluated on while in WEX/Community Service training, what his/her responsibilities are during the Work Experience/Community Service training activity, and also TAD's responsibilities.
- W. Work Experience/Community Service Coordinator or WEX Coordinator – The TAD staff member designated to monitor the WEX/Community Service trainees' participation and progress in the WEX/Community Service training activity. Works with the Training Site Supervisor to ensure the participant is progressing and meeting his/her WTW Plan.
- X. Work Experience Trainees – Recipients of TANF who either must participate as a condition of receiving TANF benefits or who volunteer to participate in the program in order to become more financially self-sufficient.
- Y. WEX/Community Service Referral Form – The WTW 733.2 Referral Form is used to refer TAD participants to WEX/Community Service providers for enrollment in approved activities. The 733.2 Referral Form supplies the provider(s) with information pertaining to a TAD participant's referral and possible enrollment into the WEX/Community Service activity.

- Z. WEX/Community Service Site Supervisor Orientation – Orientation to the TAD WEX/Community Service training program. Conducted when the training site has not been previously used and/or the WEX/Community Service training site supervisor is new to the WEX/Community Service training program and procedure.

## **II. PROVIDER SERVICE RESPONSIBILITIES**

Provider shall:

- A. Provide supervised unsubsidized WEX/Community Service training activities for participants assigned to a training site by TAD in the occupation(s) specified in the Training Site Request (TSR) (WTW 733.1 Form).
- B. Coordinate with the WEX/Community Service Coordinator in the referring TAD office to ensure that the participant has completed any pre-employment requirements such as a background check, drug test, physical exam, Tuberculosis test, etc., prior to placing the participant in unsubsidized WEX/Community Service training activities.
- C. Coordinate with the WEX/Community Service Coordinator in the referring TAD office to ensure that the participant is appropriate for, and will benefit from, the unsubsidized WEX/Community Service training activity.
- D. Coordinate the hours of participation in the unsubsidized WEX/Community Service training activity with the TAD ESS.
- E. Ensure all unsubsidized WEX/Community Service training positions are not created as a result of, or result in, any of the following:
  - 1. Displacement, or partial displacement, of current employees, including, but not limited to, a reduction in regular work hours and overtime hours, wages, or employment benefits;
  - 2. A strike, lockout, or other bona fide labor dispute, or the violation of any existing collective bargaining agreement between employees and employers;
  - 3. The filling of established, unfilled positions, unless the positions are unfunded in a public agency budget;
  - 4. The filling of positions which would otherwise be promotional opportunities for current employees;
  - 5. The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements;
  - 6. The filling of a position created by termination, layoff, or reduction in workforce caused by the employer's intent to fill the position with a WEX/Community Service training participant;
  - 7. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoffs.
- F. Assist and encourage WEX/Community Service training participants to compete for job openings for which they qualify in the Provider's agency. WEX/Community Service training participants assigned to public agencies shall be allowed to participate in classified service examinations equivalent to the positions they occupy as a trainee and participate in all open and promotional examinations for which experience in the position or other relevant experience may be qualifying.

- G. During the WEX/Community Service training activity, provide each participant with:
1. Reasonable and proper supervision and instruction regarding training activities.
  2. Safety instructions and equipment necessary to protect the participant and others from injury and to protect equipment and property from damage, in accordance with OSHA guidelines.
  3. The same working conditions as provided for Provider employees. Examples of which include, but are not limited to, coffee breaks and lunch breaks.
- H. Supply TAD with a monthly record of the participant's attendance and progress by the tenth of each month following the month of service or as requested. Provider shall evaluate participant progress using the Work Experience/Community Service Training Site Supervisor's Handbook and the work site's job standards which shall be discussed at the time of placement. Progress shall be stated in both quantitative measures and qualitative measures.
- I. Comply with the terms and conditions outlined in the Work Experience/Community Services Training Site Supervisor's Handbook. Examples of these terms and conditions include, but are not limited to, communication with TAD WEX/Community Service Coordinators and/or Case Managers, reporting participant progress and instances of participant injury, and adhering to Training Site Supervisor responsibilities.
- J. **Not** authorize or permit a TAD WEX/Community Service training participant to operate any privately owned or County owned vehicle in connection with a work experience or community service assignment under any circumstances.

### **III. PROVIDER GENERAL RESPONSIBILITIES**

- A. In the performance of this MOU, Provider, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Provider certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency as required by Executive Order 12549 and implemented as 45 CFR, Part 76.
- B. Without the prior written consent of TAD, this MOU is not assignable by Provider either in whole or in part.
- C. Provider agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from the TAD Director. Any subcontractor shall be subject to the same provisions as Provider in addition to all MOU provisions as required by County. Provider shall be fully responsible for the performance of any subcontractor.
- D. Provider shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Provider shall not use or disclose any identifying information for any other purpose than carrying out the Provider's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- E. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements prior to providing any services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.



- F. Provider shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants or volunteers who perform services under this Agreement and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- G. Provider shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for any position in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof.
- H. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
  2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
  3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a

combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
  - e. For Cyber (internet) and Electronic Data Processing (EDP) contracts – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- I. Provider shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the MOU and shall procure all licenses and pay all fees and other charges required thereby. Provider shall maintain all required licenses during the term of this MOU. Failure to comply with the provisions of this section may result in immediate termination of this MOU.
- J. Provider shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this MOU.
- K. Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
- 1. **Equal Employment Opportunity Program:** The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
  - 2. **Employment Discrimination:** During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

3. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
- L. Provider agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- M. Provider shall obtain and complete required documents as well as maintain satisfactory performance as outlined in this MOU.

#### **IV. TAD RESPONSIBILITIES**

TAD shall:

- A. Supply Provider with a copy of the Work Experience/Community Service Training Site Supervisor's Handbook.
- B. Retain the right to deny a participant's enrollment at the WEX/Community Service training site if the enrollment is not consistent with the participant's Action Plan or does not conform to regulations governing WEX/Community Service training activities.
- C. Pay for any pre-placement requirements such as a background check, drug test, physical exam, Tuberculosis test, etc., prior to placing the participant in unsubsidized WEX/Community Service training activities.
- D. Determine the number of hours a person may participate in an unsubsidized WEX/Community Service training activity and coordinate with Provider's schedule and need.
- E. Have the right to observe and monitor all activities involved in the performance of this MOU.

#### **V. MUTUAL RESPONSIBILITIES**

- A. TAD and Provider agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. TAD and Provider agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through TAD's and Provider's mutual chain of command, as deemed necessary.
- C. TAD and Provider agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness.

## **VI. FISCAL PROVISIONS**

- A. Provider is prohibited from making any payments to the participant for training activities performed under this MOU. It is further stipulated that financial remuneration shall not be paid by TAD for WEX/Community Service training provided by the County and/or TAD to TAD participants.
- B. Unsubsidized WEX/Community Service training participants are covered for Workers' Compensation benefits through the California Department of Social Services under a contract with the State Compensation Insurance Fund (SCIF). All benefits are administered and authorized through the SCIF.

## **VII. RIGHT TO MONITOR AND AUDIT**

- A. HS administrative support staff for TAD or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Provider in the delivery of services provided under this MOU. Full cooperation shall be given by Provider in any auditing or monitoring conducted.
- B. Provider shall cooperate with TAD in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by HS administrative support staff for TAD, Federal and State representatives for a period of three years after termination of the MOU or until all pending County, State and Federal audits are completed, whichever is later. Records of Provider which do not pertain to the services under this MOU shall not be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon TAD's reasonable advance written notice or turned over to TAD.
- D. Provider shall provide all reasonable facilities and assistance for the safety and convenience of TAD's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of Provider.
- E. TAD/WTW may hold an on-site visit (OSV) within the forty-five (45) day period following the participant's start date at the WEX site, and at any other time deemed necessary. The purpose of the OSV is to ensure that both TAD/WTW and the Provider have a clear, comprehensive, and mutual understanding of the terms and conditions of this MOU.

## **VIII. TERM**

This Memorandum of Understanding (MOU) is effective as of January 7, 2017 and expires January 6, 2020, but may be terminated earlier in accordance with provisions of Section IX of this MOU.

## **IX. EARLY TERMINATION**

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The TAD's Director is authorized to exercise TAD's rights with respect to any termination of this MOU. The Provider's authorized representative has authority to terminate this MOU on behalf of Provider.

- B. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, TAD may immediately terminate this MOU upon written notice to Provider.

## **X. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

## **XI. CONCLUSION**

- A. This MOU, consisting of thirteen (13) pages is the full and complete document describing services to be rendered by Provider to TAD including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective agencies to the terms and conditions set forth in this document.

COUNTY OF SAN BERNARDINO  
HUMAN SERVICES  
TRANSITIONAL ASSISTANCE DEPARTMENT

CITY OF HESPERIA

\_\_\_\_\_  
Name: Gilbert Ramos  
Title: Director  
Address: 860 E. Brier Drive  
San Bernardino, CA  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Nills Bentsen  
Title: City Manager  
Address: 9700 Seventh Avenue  
Hesperia, CA  
Date: \_\_\_\_\_

## **RESOLUTION NO. 2017-023**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN BERNARDINO TRANSITIONAL ASSISTANCE DEPARTMENT (TAD) AND THE CITY OF HESPERIA FOR UNSUBSIDIZED WORK EXPERIENCE AND COMMUNITY SERVICE TRAINING.**

**WHEREAS**, the State of California enacted the 1997 California Work Opportunity and Responsibility to Kids (CalWORKs) Act [Welfare and Institutions Code Section 11200, et seq.] which includes the provision of training services to Temporary Assistance to Needy Families (TANF) applicants/recipients; and

**WHEREAS**, the County of San Bernardino Transitional Assistance Department Employment Services Program, hereinafter referred to as "TAD", administers the CalWORKs Program in accordance with the Welfare and Institutions Code Section 11200 and California Department of Social Services (CDSS) Regulations MPP 42-700; and

**WHEREAS**, in order to comply with the CalWORKs Act and the CDSS regulations implementing said legislation, each County must arrange for or provide training services which include non-salaried (unsubsidized) Work Experience/Community Service, hereinafter referred to as WEX/Community Service training services, for its TANF customers; and

**WHEREAS**, the City Council of the City of Hesperia has experience in providing unsubsidized WEX/Community Service training to individuals through its function as a public or private non-profit; and

**WHEREAS**, the City Council of the City of Hesperia desires to enter into a non-financial Memorandum of Understanding (MOU) with TAD for the provision of non-salaried WEX/Community Service training service assignments to San Bernardino County TANF customers.

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

Section 1. That the Memorandum of Understanding between the County of San Bernardino, Transitional Assistance Department (TAD) and the City of Hesperia for Unsubsidized Work Experience/Community Service Training presented at this meeting is hereby approved and adopted.

Section 2. That the duly authorized agents of the City of Hesperia are hereby authorized and directed to execute and provide training services to San Bernardino County Temporary Assistance to Needy Families (TANF) customers.

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.



**ADOPTED AND APPROVED** this 6<sup>th</sup> day of June 2017.

---

Paul Russ, Mayor

ATTEST:

---

Melinda Sayre, City Clerk

**RESOLUTION NO. HWD 2017-10**

**A RESOLUTION OF THE HESPERIA WATER DISTRICT OF THE CITY OF HESPERIA, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN BERNARDINO TRANSITIONAL ASSISTANCE DEPARTMENT (TAD) AND THE CITY OF HESPERIA FOR UNSUBSIDIZED WORK EXPERIENCE AND COMMUNITY SERVICE TRAINING.**

**WHEREAS**, the State of California enacted the 1997 California Work Opportunity and Responsibility to Kids (CalWORKs) Act [Welfare and Institutions Code Section 11200, et seq.] which includes the provision of training services to Temporary Assistance to Needy Families (TANF) applicants/recipients; and

**WHEREAS**, the County of San Bernardino Transitional Assistance Department Employment Services Program, hereinafter referred to as "TAD", administers the CalWORKs Program in accordance with the Welfare and Institutions Code Section 11200 and California Department of Social Services (CDSS) Regulations MPP 42-700; and

**WHEREAS**, in order to comply with the CalWORKs Act and the CDSS regulations implementing said legislation, each County must arrange for or provide training services which include non-salaried (unsubsidized) Work Experience/Community Service, hereinafter referred to as WEX/Community Service training services, for its TANF customers; and

**WHEREAS**, the Board of Directors of the Hesperia Water District has experience in providing unsubsidized WEX/Community Service training to individuals through its function as a public or private non-profit; and

**WHEREAS**, the Board of Directors of the Hesperia Water District desires to enter into a non-financial Memorandum of Understanding (MOU) with TAD for the provision of non-salaried WEX/Community Service training service assignments to San Bernardino County TANF customers.

**NOW THEREFORE**, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HESPERIA WATER DISTRICT AS FOLLOWS:

Section 1. That the Memorandum of Understanding between the County of San Bernardino, Transitional Assistance Department (TAD) and the Hesperia Water District for Unsubsidized Work Experience/Community Service Training presented at this meeting is hereby approved and adopted.

Section 2. That the duly authorized agents of the Hesperia Water District are hereby authorized and directed to execute and provide training services to San Bernardino County Temporary Assistance to Needy Families (TANF) customers.

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.

**ADOPTED AND APPROVED** this 6<sup>th</sup> day of June 2017.

---

Paul Russ, Mayor

ATTEST:

---

Melinda Sayre, City Clerk

THIS PAGE LEFT INTENTIONALLY BLANK

# City of Hesperia STAFF REPORT



**DATE:** June 6, 2017

**TO:** Chair and Board Members, Hesperia Fire Protection District

**FROM:** Nils Bentsen, City Manager

**BY:** Rachel Molina, Assistant to the City Manger  
Julie Ryan, Management Analyst

**SUBJECT:** Household Hazardous Waste Collection Agreement FY 2017-18 Through FY 2021-22

---

## RECOMMENDED ACTION

It is recommended that the Board of Directors of the Hesperia Fire Protection District (District) approve the contract with San Bernardino County Fire Protection District (County) for operation of the Household Hazardous Waste facility and authorize the City Manager to execute the contract.

## BACKGROUND

California Public Resources Code Section 47000 requires cities and counties to prepare a Household Hazardous Waste Element which identifies a program for the safe collection, recycling, treatment and disposal of hazardous wastes which are generated by households in the City or County and which should be separated from the solid waste stream. The Lemon Street Fire Station #303 functions as the Household Hazardous Waste (HHW) facility for the City and the County operates the facility. The current HHW contract between the District and the County expires June 30, 2017, and has been in effect since July 1, 2012. The purpose of the City's HHW facility is to divert hazardous waste from the landfill thereby protecting human health, the environment, and ground water supplies. Below is a list of household items that are accepted at the facility:

- Weed Killers, Cleaners, Gasoline, Antifreeze
- Paints & Paint Products, Paint Thinner
- Chemical Cleaners
- Pesticides and Fertilizers
- Pool and Hobby Supplies
- Auto & Household Batteries
- Household Generated Motor Oil and Oil Filters
- CRTs (television and computer monitors only)
- Fluorescent Tubes and Bulbs
- Outdated Personal Medications

These items are sent to specialized recycling facilities designed for proper disposal or storage. The following items are not accepted at the HHW facility:

- Business Wastes
- Radioactive Wastes

- Explosives
- Medical Waste
- Appliances and Furniture
- Tires and Yard Wastes
- Reactives
- Asbestos

## **ISSUES/ANALYSIS**

The new contract with the County for operation of the HHW facility will cover a five year period starting July 1, 2017 through June 30, 2022. The new contract includes a 3% annual increase based on the Consumer Price Index (CPI) from the Bureau of Labor Statistics. In previous years, the County based contract increases on population and per capita values for each year. Over the past five (5) years from July 1, 2012 through June 30, 2017, the County did not increase the contract using population and per capita values and kept the same flat rate throughout the term of the contract. This was because the County passed on savings gained through the new paint stewardship law and revenue received from used oil.

Unfortunately, this is no longer the case and the County is currently paying for the recycling of used oil and filters and is also required by the State of California to puncture the oil filters which requires additional staff time. Over the past five years the HHW program has experienced the following changes:

- An increase in cost to manage and dispose of hazardous waste, such as a 400% increase in household batteries;
- An increase in supply costs such as hazardous waste packaging containers;
- Additional HHW staff required to process the increase of hazardous waste being disposed of by residents;
- New charges for certain waste streams such as sharps disposal (needles), e-waste, oil, and oil filters;
- Increased collection of pharmaceutical, disposal cost alone is \$.88/lb.; and
- Increase in home generated sharps (needles) collection, management cost, and sharps container purchase costs.

The facility will continue to be staffed by County Fire personnel to assist the city's residents in proper disposal of the above listed items. As the Fire District will be invoiced quarterly for the contract cost by County Fire, the Fire District will, in turn, invoice Advanced Disposal for reimbursement as allowed in the Franchise Agreement.

## **FISCAL IMPACT**

With the 3% annual increase added to the Contract each year, the HHW will cost the Fire District \$157,266.58 in FY 2017-18 up to \$177,004.92 in FY 2021-22. However, as stated above, the cost of this contract will be reimbursed, or offset, by Advanced Disposal for a net \$0 cost to the Fire District. These costs and reimbursements will be tracked in the Fire Operations fund #200 under the Administration Division #521.

## **ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENT**

1. Contract between the County and the District

**ATTACHMENT 1**

**FOR OFFICIAL USE ONLY**



**SAN BERNARDINO COUNTY  
FIRE PROTECTION  
DISTRICT  
F A S  
  
CONTRACT**

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC		Dept.	A		Contract Number	
<input type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
ePro Vendor Number						ePro Contract Number			
SAN BERNARDINO COUNTY FPD						Dept.	Orgn.	Contractor's License No.	
						107	160		
Contract Representative						Telephone		Total Contract Amount	
Monica Ronchetti						(909) 382-5401		Not to Exceed \$834,949.63	
Contract Type									
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code				Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
				July 1, 2017	June 30, 2022	\$	\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
FHH	107	160		8842		\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Project Name				Estimated Payment Total by Fiscal Year					
Household Hazardous				FY	Amount	I/D	FY	Amount	I/D
				17/18	\$157,266.58		20/21	\$171,849.44	
Waste Agreement with				18/19	\$161,984.58		21/22	\$177,004.92	
Collection Facility				19/20	\$166,844.11				

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**, hereinafter called the **SBCFPD**, and

Name  
City of Hesperia  
Address  
9700 Seventh Avenue  
Hesperia, CA 92345  
Telephone  
(760) 947-1589

hereinafter called CITY

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT**

This Agreement is made and entered into between the San Bernardino County Fire Protection District, hereinafter referred to as "SBCFPD" and the City of Hesperia hereinafter referred to as the "CITY".

**RECITALS:**

**WHEREAS**, the California Public Resources Code (Section 47000 *et seq.*) requires cities and counties to prepare a Household Hazardous Waste Element which identifies a program for the safe collection, recycling,

*Auditor-Controller/Treasurer/Tax Collector Use Only*

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By



treatment and disposal of hazardous wastes which are generated by households in the city or county and which should be separated from the solid waste stream; and,

**WHEREAS**, the County of San Bernardino and each of the cities in the County have developed Household Hazardous Waste Elements (HHWE) which identify a county-wide cooperative program for the management of Household Hazardous Waste; and,

**WHEREAS**, the existing Household Hazardous Waste program operated by the SBCFPD is consistent with the adopted HHWE; and,

**WHEREAS**, the SBCFPD's Division of Hazardous Materials, is a division of SBCFPD responsible for the safe management of hazardous waste; and,

**WHEREAS**, the CITY desires for the protection, health and welfare of the public and its personnel, the removal of hazardous waste from homes so that such materials will pose no danger in the event of fire, the prevention of potential environmental degradation and the conservation of resources through recycling.

**NOW, THEREFORE**, in consideration of mutual covenants and conditions the parties hereto agree as follows:

**WITNESSETH:**

**RESPONSIBILITIES AND DUTIES OF THE CITY**

1. The CITY agrees to operate a Household Hazardous Waste Collection Facility (hereinafter referred to as "Facility") for the SBCFPD at the following location: 17443 Lemon Street, Hesperia CA,, in accordance with the most recent edition of "The Satellite Facilities Operations Manual", as referred to and amended from time to time in accordance with Section 8 hereof (hereinafter referred to as "Operations Manual"). Employees of the CITY who have current training by the SBCFPD will accept only "Household Hazardous Waste", as defined in Title 22, section 66260.10 of the California Code of Regulations and in California Health and Safety Code section 25218.1(e). The Facility will be open to County residents for collection of Household Hazardous Waste at least ten (10) hours per month, except during inclement weather. The designated employees of the CITY will categorize, pack and label the wastes in accordance with the Operations Manual. The wastes will be stored in their original packaging (except used motor oil and used antifreeze) and placed in the SBCFPD-provided containers inside the waste storage area (located within the fenced area of the Facility). The CITY approves the Facility's storage area(s) of ignitable and/or reactive waste designated by the SBCFPD. The CITY approves the Facility's traffic control which is directed by authorized staff.
2. The CITY shall be responsible for maintenance of the Facility, the safety of persons and materials on the property of the Facility, and keeping the Facility secure. It shall not be necessary for the CITY to require a person to be present at all times on the site of the Facility where the waste will be stored.
3. The CITY shall notify and obtain approval from the SBCFPD prior to making any changes in the maintenance and/or operations of the Facility. The CITY shall notify the SBCFPD of any changes in the management of the Facility.
4. The CITY shall publicize to its residents the need to properly recycle, reduce, store, transport and dispose of Household Hazardous Waste and inform its residents of the availability of the Facility for the safe management of Household Hazardous Waste.
5. Agreement Compliance. CITY agrees to comply with all applicable Federal, State and County laws, regulations and policies in carrying out its responsibilities under this Agreement.

## **RESPONSIBILITIES AND DUTIES OF THE SBCFPD**

6. The SBCFPD will continue to operate a comprehensive Household Hazardous Waste Program (Program) for the safe collection, recycling, treatment and disposal of household hazardous waste including universal waste, home-generated sharps and pharmaceutical waste excluding controlled substances. The SBCFPD program shall be based on a Central Processing Facility and a regional network of collection centers sited so as to provide safe, convenient service to the public in a cost-effective manner.
7. The SBCFPD shall act as the generator and transporter of the Household Hazardous Wastes, and shall assume responsibility for maintaining the necessary site and transportation permits. Further, the SBCFPD will train CITY personnel and provide the Operations Manual, which designates waste to be accepted, defines a categorization scheme for wastes anticipated, and specifies emergency procedures to be followed. The SBCFPD shall continue to provide an initial 32-hour training course for new Household Hazardous Waste personnel of the CITY and a subsequent annual 8-hour "refresher" training course for CITY Household Hazardous Waste employees. If there are changes to the Operations Manual, written notification and/or special training sessions shall be provided to the CITY at least thirty (30) days prior to their effective date. The Operations Manual shall be consistent with all state and federal regulations applicable to Household Hazardous Waste facilities and amended as necessary.
8. The SBCFPD will provide two County employees to operate the Facility every Tuesday, Thursday and Saturday at the agreed upon publicized operations time, unless the Tuesday, Thursday or Saturday falls on a holiday observed by the County.
9. All personnel provided by the SBCFPD are employees of the County, and, as such, will be supervised and trained by the County and covered by the County's Workers' Compensation program. In particular, all County employees will be trained to meet or exceed Cal OSHA requirements.
10. The SBCFPD shall provide a secure storage shed. The SBCFPD will also provide approved waste storage containers, meeting the specifications of the Department of Transportation for the disposal of hazardous waste and sufficient absorbent materials for "over packing" the waste containers. At the termination or expiration of this Agreement, all items provided by the SBCFPD shall belong to the SBCFPD, unless otherwise agreed upon in writing. The SBCFPD will provide an Emergency Coordinator to offer support and assistance to the CITY during Facility operating hours excluding County observed holidays.
11. The SBCFPD shall either remove the wastes or independently contract with a licensed hazardous waste hauler to remove the accumulated wastes, monthly, and to recycle or dispose of wastes at an approved facility, at no additional cost to the CITY.
12. SBCFPD shall provide an annual report to the CITY, which shall include the amounts and types of waste collected, and participation by jurisdiction.
13. SBCFPD shall compile and provide to the California Department of Resources Recycling and Recovery (CalRecycle), the Department of Toxic Substances Control, and the Certified Unified Program Agency, the Annual Form 303 Report.

## **CONSIDERATION**

14. In consideration for the services provided, CITY shall pay the SBCFPD the following amount not to exceed \$834,949.63:

Fiscal year	Annual amount	Amount per quarter
2017/2018	\$157,266.58	\$39,316.65
2018/2019	\$161,984.58	\$40,496.14
2019/2020	\$166,844.11	\$41,711.03
2020/2021	\$171,849.44	\$42,962.36
2021/2022	\$177,004.92	\$44,251.23

Payment due on: July 15, October 15, January 15, and April 15.

## **TERM AND TERMINATION**

15. This Agreement shall be effective July 1, 2017 and shall remain in effect through June 30, 2022, but may be renewed for specified periods, unless, otherwise terminated or amended.
16. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon 90 days prior written notice to the other party.

## **INSURANCE AND INDEMNIFICATION**

17. CITY and SBCFPD are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
18. SBCFPD agrees to indemnify, defend (with counsel reasonably approved by CITY) and hold harmless CITY, its officers, employees, agents and volunteers, from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including, the acts, errors or omissions of any person and for any costs or expenses incurred by CITY on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The SBCFPD's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

CITY agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD, its officers, employees, agents and volunteers, from claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including, the acts, errors or omissions of any person and for any costs or expenses incurred by CITY on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The CITY's indemnification obligation applies to SBCFPD's "active" as well as "passive" negligence but does not apply to SBCFPD's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

In the event SBCFPD and/or CITY are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, SBCFPD and/or CITY, as applicable, shall indemnify the other to the extent of its comparative fault.

Notwithstanding indemnification for any claim, action, loss, or damage involving a third party, SBCFPD and CITY hereby waive any and all rights of subrogation recovery against each other.

Furthermore, if SBCFPD or CITY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, SBCFPD and CITY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

### **GENERAL TERMS AND CONDITIONS**

19. Representation of the SBCFPD. In the performance of the Agreement, CITY, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the SBCFPD.
20. Change of Address. CITY shall notify the SBCFPD in writing of any change in mailing address within ten (10) business days of the change.
21. Agreement Assignability. Without the prior written consent of the SBCFPD, the agreement is not assignable by CITY, either in whole or in part.
22. Agreement Amendments. CITY agrees that any alterations, variations, modifications, waivers, or provisions of the Agreement shall be valid only when reduced to writing, duly signed, and attached to the original Agreement and approved by the required persons of both CITY and SBCFPD.
23. Correction of Performance Deficiencies. Failure by CITY to comply with any of the provisions, covenants, requirements or conditions of this agreement shall be a material breach of this agreement.

In the event of a non-cured breach, SBCFPD may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Afford CITY thereafter a time period within which to cure the breach, which period shall be established at sole discretion of SBCFPD; and/or,
  - B. Terminate this Contract.
24. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under INDEMNIFICATION paragraphs.
  25. Venue and Governing Law. The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County. This contract shall be governed by the laws of the State of California.

26. Notification. In the event of a problem or potential problem that will impact the level of performance under this Agreement, the CITY shall notify the SBCFPD within one (1) working day, in writing and by telephone.
27. Former County and SBCFPD Officials. CITY agrees to provide or has already provided information on former San Bernardino County and SBCFPD administrative officials (as defined below) who are employed by or represent CITY. The information provided includes a list of former County and SBCFPD administrative officials who terminated COUNTY or SBCFPD employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CITY. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County or SBCFPD department or group head, assistant department or group head, or an employee in the Exempt Group, Management Unit, or Safety Management Unit.
28. Inaccuracies or Misrepresentations. If in the course of or the administration of this Agreement SBCFPD determines that CITY has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the SBCFPD, this Agreement may be immediately terminated. If the Agreement is terminated according to this provision, the SBCFPD is entitled to pursue any available legal remedies.
29. Waiver. No delay on the part of either party in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof of any other power or right. No waiver by any party of any right hereunder or of any default shall be binding upon such party unless such waiver is in writing and signed by a duly authorized official of such party; and no waiver of any default or failure by such party to exercise any right hereunder shall operate as a waiver of any other or further exercise of such right or of any further default.
30. Severability. If any provisions of this agreement, or portions thereof, or the application thereof to any circumstances shall be held invalid or unenforceable, the remainder of this agreement and the application thereof to other circumstances shall nevertheless be valid.
31. Notices and Reports. Any notices shall be addressed to the respective parties as set forth below:
- SBCFPD:     **Monica Ronchetti**  
Supervising Hazardous Materials Specialist  
Household Hazardous Waste Program  
2824 East "W" Street  
San Bernardino, CA 92415-0799
- CITY:        **Julie Ryan**  
City of Hesperia  
9700 Seventh Avenue  
Hesperia, CA 92345
32. Entire Agreement.
- A. This agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms hereof and supersedes any and all prior and contemporaneous agreements and understandings.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

**IN WITNESS WHEREOF**, the Board of Directors has caused this Agreement to be subscribed to by the Clerk thereof, and CITY has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month and year written.

**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

► \_\_\_\_\_  
Robert A. Lovingood, Chairman, Board of Directors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD  
Laura H. Welch, Secretary

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form
► _____ Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____

Presented to Board for Signature
► _____
Date _____

# City of Hesperia STAFF REPORT



**DATE:** June 6, 2017  
**TO:** Chair and Board Members, Hesperia Water District  
**FROM:** Nils Bentsen, City Manager  
**BY:** Mark Faherty, Public Works Manager  
Jeremy McDonald, Public Works Supervisor/Water  
**SUBJECT:** Increase to Contract with Layne Christensen

---

## RECOMMENDED ACTION

It is recommended that the Board of Directors of the Hesperia Water District authorize the City Manager to execute an increase to contract with Layne Christensen, for water pump repair services in the amount of \$54,000 with a new not-to-exceed amount of \$104,000.

## BACKGROUND

The Hesperia Water District established a Request for Bids for water well services in 2016. Two (2) service providers responded, from which Layne Christensen was deemed to be the lowest responsible bidder. The District currently maintains seventeen (17) wells and six (6) booster stations to purvey water throughout the City. Having a water pump repair service provider on contract helps minimize down time in case a pump requires repair.

## ISSUES/ANALYSIS

The rates established with the current contract will be valid through Fiscal Year 2017-18 when the contract is set to expire. Due to a recent repair of a booster pump, Board of Director approval will be required for future spending authority.

## FISCAL IMPACT

Based on historical repair trends, staff estimates the new not-to-exceed amount will meet the needs for the next Fiscal Year. Funding will need to be approved in the proposed Fiscal Year 2017-18 Budget under account 700-29-400-4020-7500.

## ALTERNATIVE(S)

1. Provide alternative direction to staff.

## ATTACHMENT(S)

None

THIS PAGE LEFT INTENTIONALLY BLANK





**DATE:** June 6, 2017

**TO:** Mayor and Council Members

**FROM:** Nils Bentsen, City Manager

**BY:** Michael Blay, Director of Development Services  
Tina Souza, Management Analyst

**SUBJECT:** Mojave Desert Air Quality Management District (MDAQMD) AB 2766 Mobile Source Emission Reduction Grant

---

## RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution 2017-030 1) accepting \$484,482 in grant funds from the Mojave Desert Air Quality Management District (MDAQMD) for Phase II of the Main Street Traffic Signal Synchronization Project adaptive signal operation; and 2) authorizing appropriation of \$158,600 to complete the project; and 3) authorizing the City Manager to execute the Agreement with MDAQMD pertaining to said grant funds; and 4) authorizing City Manager or his designee to execute and submit to MDAQMD any and all other documents related to the grant as may be necessary for completion of the project.

## BACKGROUND

The Mojave Desert Air Quality Management District (MDAQMD) has established the Mobile Source Emission Reduction Competitive Bidding Program to award funds to local governments, other government agencies, private sector businesses, educational institutions and research institutions capable of effectively utilizing funds to reduce mobile emissions. The MDAQMD issued this Call for Projects (CFP) to solicit proposals for projects that will:

- reduce air pollution emissions from motor vehicles; or
- establish public education programs that support, and do not duplicate, any of the MDAQMD's efforts relative to reduction of pollution from motor vehicles.

Assembly Bill 2766 (Sher, 1990) authorized air pollution control, and air quality management districts to impose a \$1 to \$4 motor vehicle registration fee to provide funds for districts to meet new responsibilities mandated under the California Clean Air Act (CCAA). As codified in the California Health & Safety Code (H & S Code) §§44220 et seq., AB 2766 states that the fees shall be used to support programs that reduce air pollution from motor vehicles and for related planning, monitoring, enforcement and technical studies necessary to implement the CCAA. A portion of these funds are passed through to cities annually to use for similar purposes.

On June 30, 1995, the California Air Resources Board (CARB) approved and submitted a report to the California State Legislature regarding the AB 2766 fee program. This report included proposed criteria and guidelines for districts to use in their allocation of the motor vehicle registration funds. These guidelines suggest that at least 50 percent of the total funds in a region should be used for projects that directly reduce mobile source emissions.

The MDAQMD Governing Board has allocated 25% of available AB 2766 funds for a recurring competitive grant program. On August 23, 1999, the MDAQMD Governing Board approved the latest version of the Mobile Source Emission Reductions Program Work Plan (Work Plan), and this CFP has been prepared to conform to the provisions of the Work Plan.

In September 2015 the City Council accepted grant funds from a previous CFP issued by MDAQMD in the amount of \$246,200 with City matching funds of \$357,500. This grant was utilized to install the In-Sync Real-Time Adaptive Traffic Control System by Rhythm Engineering at eight intersections along the Main Street Corridor from "I" Avenue to Eleventh Avenue, hereinafter referred to as Phase I. This project is substantially complete and is nearing final completion.

## **ISSUES/ANALYSIS**

In order to reduce commute times and harmful vehicle emissions, and improve quality of life for residents, staff is recommending installation of the In-Sync adaptive signal control system at seven additional intersections along the Main Street Corridor from Escondido Avenue to Cataba Road (Phase II). Staff responded to another CFP from MDAQMD and the City was awarded an additional grant in the amount of \$484,482 for use on Phase II.

When the first grant was received in 2015, staff researched adaptive signal control systems available on the market which utilizes the latest signal timing technology, coordination, and communication technology available for monitoring and optimizing traffic along the Main Street corridor. The In-Sync Real-time Adaptive Traffic Control System by Rhythm Engineering was chosen by staff as providing the greatest potential of measurable benefits. The In-Sync system "recognizes" traffic at intersections to adjust the cycle lengths and phases of the traffic signals depending on real time traffic at the intersections. The In-Sync system has been deployed successfully at over 1500 intersections in 30 states across the country. Post installation study results show that Phase I has yielded improvements in the number of stops, travel time, and travel speed throughout this section of the Main Street Corridor with the exception of the eastbound direction at the PM traffic peak, which experienced no change. Staff continues to work with Rhythm Engineering as well as the consulting firm that performed the installation of the system and the traffic studies for programming and reporting, Urban Systems Associates, Inc. to evaluate where enhancements can be made to equipment or programming to further improve traffic in both directions and ensure the system is operating as effectively as possible prior to closing out the project.

As with Phase I, some of the intersections in Phase II will require upgrading in order to communicate properly with the In-Sync system due to antiquated equipment. In addition, the hardware and software must be installed into the City's existing controller cabinets and new camera detection systems need to be installed in place of the existing video detection. Additionally, this phase will require coordination with the California Department of Transportation (Caltrans). Caltrans timing and equipment requirements are unknown at this time. Subsequently, there are potential impacts to programming and timing of the adaptive system at the intersections of the Interstate 15 (I-15) northbound and southbound off-ramps and Main Street.

The total project cost is estimated at \$643,000. The MDAQMD grant will fund the cost of the In-Sync equipment and a portion of the installation and signal equipment upgrade costs. Additional funding for the difference of \$158,600 will have to be appropriated by the City. This project will be included in the FY 2017-18 Capital Improvement Program (CIP).

#### **FISCAL IMPACT**

The total project cost is estimated at \$643,000. The MDAQMD AB2766 grant is in the amount of \$484,482. The grant receipt, along with the City's funds of \$158,600 will be appropriated in the FY 2017-18 CIP.

#### **ALTERNATIVE(S)**

1. Provide alternate direction to staff.

#### **ATTACHMENT (S)**

1. Resolution 2017-030
2. Agreement between the City and MDAQMD

## RESOLUTION NO. 2017-030

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, STATE OF CALIFORNIA, 1) ACCEPTING \$484,482 IN GRANT FUNDS FROM THE MOJAVE DESERT AIR QUALITY DISTRICT (MDAQMD) FOR PHASE II OF THE MAIN STREET TRAFFIC SIGNAL SYNCHRONIZATION PROJECT ADAPTIVE SIGNAL OPERATION; AND 2) AUTHORIZING APPROPRIATION OF \$158,600 TO COMPLETE THE PROJECT; AND 3) AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH MDAQMD PERTAINING TO SAID GRANT FUNDS; AND 4) AUTHORIZING CITY MANAGER OR HIS DESIGNEE TO EXECUTE AND SUBMIT TO MDAQMD ANY AND ALL OTHER DOCUMENTS RELATED TO THE GRANT AS MAY BE NECESSARY FOR COMPLETION OF THE PROJECT.**

**WHEREAS**, the MDAQMD established the AB 2766 Competitive Bidding program to meet the goals of mobile source emission reduction pursuant to the authority granted by California Health and Safety Code (H & S Code) §§44220 et. seq. (AB 2766, Statutes of 1990); and

**WHEREAS**, the AB 2766 Competitive Bidding Program funds projects to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary to implement the California Clean Air Act; and

**WHEREAS**, the City submitted a grant application to MDAQMD for the AB 2766 Competitive Bidding Program for the cost of an adaptive traffic signal synchronization project along the Main Street Corridor from Escondido Avenue to Catapa Road (Phase II); and

**WHEREAS**, the AB 2766 Competitive Bidding Program Evaluation Committee recommended, and the MDAQMD Governing Board approved, partial funding of \$484,482 to purchase the adaptive signal equipment for the project as well as a portion of installation and signal equipment upgrade costs; and

**WHEREAS**, the total project cost is estimated at \$643,000 including signal equipment upgrades, communications, and installation of all adaptive signal control equipment; and

**WHEREAS**, the City will commit to funding the balance of the project estimated at \$158,600 for the signal equipment upgrades, communication, and installation of the adaptive signal control equipment at seven signalized intersections along the Main Street Corridor.

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

Section 1. That the City Council does hereby accept the Mojave Desert Air Quality Management District AB 2766 Competitive Bidding Program grant funds for the Main Street Traffic Signal Synchronization project – Phase II.

Section 2. That the City Council does hereby authorize the Main Street Traffic Signal Synchronization Project – Phase II (CO 7133) along with additional funding in the

amount of \$158,600 to be appropriated in the FY 2017-18 Capital Improvement Program.

Section 3. That the City Manager shall be authorized to execute the agreement with MDAQMD related to the grant;

Section 4. That the City Manager or his designee shall be authorized to execute and submit any and all documents related to the Grant, including amendments and reimbursement requests, which may be necessary for the completion of the approved project.

Section 5. 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 6<sup>th</sup> day of June 2017.

---

Paul Russ, Mayor

ATTEST:

---

Melinda Sayre, City Clerk

**ATTACHMENT 2**

**AGREEMENT BETWEEN CITY OF HESPERIA AND MOJAVE DESERT  
AIR QUALITY MANAGEMENT DISTRICT**

This Agreement is made and entered between the **City of Hesperia** (hereinafter **Hesperia**), located at **9700 Seventh Avenue, Hesperia, CA 92345**; and the Mojave Desert Air Quality Management District (hereinafter MDAQMD), located at 14306 Park Avenue, Victorville, California 92392-2310 (**Hesperia** and MDAQMD are collectively referred to as "the Parties"). This Agreement shall be effective from **June 6, 2017** until it is terminated as provided herein.

**WITNESSETH:**

WHEREAS, the MDAQMD established the AB 2766 Competitive Bidding program pursuant to the authority granted by H & S Code §§44220 et. seq. (AB 2766, Statutes of 1990); and

WHEREAS, the AB 2766 Competitive Bidding Program funds projects to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary to implement the California Clean Air Act; and

WHEREAS, **Hesperia** submitted a proposal to the AB 2766 Competitive Bidding Program for the cost of the **Main Street Traffic Signal Synchronization Phase II project**; and

WHEREAS, the AB 2766 Competitive Bidding Program Evaluation Committee recommended, and the MDAQMD Governing Board approved, funding for **\$484,482.00** which was proposed by **Hesperia**; and

WHEREAS, **Hesperia** and/or its consultants are willing, able, and qualified to render competently the services as described herein and pursuant to the terms and conditions contained herein and its exhibit.

NOW THEREFORE, in consideration of mutual covenants and conditions, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. Due Diligence: Upon the commencement of the term of this Agreement, **Hesperia** agrees to proceed with due diligence to perform the work as described in the Scope of Work, attached hereto and incorporated herein as Exhibit "A".

2. Purpose: The purpose of this Agreement is for **Hesperia** to fund the **Main Street Traffic Signal Synchronization Phase II project**. **Hesperia** shall produce deliverables and a Final Report as specified in “Exhibit A” and containing sufficient information to substantiate that the AB 2766 funds were used for activities related to reduction of emissions from motor vehicles.

3. Schedule: **Hesperia** shall follow the general schedule specified in the Scope of Work, and shall provide, on or before the completion date set forth therein, five (5) copies of the Final Report to the Air Pollution Control Officer, MDAQMD, 14306 Park Avenue, Victorville, CA 92392-2310.

4. Term: This Agreement shall commence on **June 6, 2017**, and terminate thirty days after the performance of the last obligation of the Parties as provided herein, or thirty days after the delivery of the Final Report as specified in “Exhibit A” whichever is later; or a later date as mutually agreed upon in writing by MDAQMD and **Hesperia**.

5. Cost: The total payment to **Hesperia** shall not exceed **\$484,482.00**. **Hesperia** shall obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in the Scope of Work. **Hesperia** shall provide written evidence of commitment for such funding to MDAQMD and the MDAQMD may not release any funds under this Agreement until it finds such evidence satisfactory. In the event funding from such other sources is not received by **Hesperia**, MDAQMD reserves the right to terminate or re negotiate this Agreement.

a. Payments.

i. MDAQMD shall not make any advance payment under this Agreement.

Payment will not be made for items not detailed in Exhibit “A”. Payment will not be made for items specifically excluded from payment as listed in Exhibit “A”.

ii. **Hesperia** shall support each claim for payment under this Agreement by proper invoice(s) that set forth the work completed, receipt(s) and/or other documents necessary for the MDAQMD to verify the validity of each claim. Claims for payment must be submitted to MDAQMD, Attention: Holly Noel, Grants Specialist. Such claims for payment may be submitted on a monthly basis.

iii. MDAQMD will pay **Hesperia** for claims in arrears within forty-five (45) calendar days of receipt of proper documentation and verification that **Hesperia** has satisfactorily completed the work for which payment is sought.

iv. The amount to be paid to **Hesperia** under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, including but not limited to any taxes due on equipment purchased by **Hesperia**. **Hesperia** shall not receive additional funds for reimbursement of such taxes and shall not decrease work to compensate therefore.

v. Concurrently with the submission of any claim for payment, **Hesperia** shall certify that complete payment has been made to any and all subcontractors. **Hesperia** shall support such certification by appropriate copies of invoices issued, checks, receipts, and similar documents.

b. Close-out Period: All final claims shall be submitted by **Hesperia** within sixty (60) days following the final month of activities for which payment is claimed. MDAQMD will have no obligation to pay or take any action on claims submitted after the 60-day close-out period.

6. Non-Allocation of Funds: The terms of this Agreement and the services to be provided thereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving **Hesperia** 30 days prior written notice.

7. Independent Contractors:

a. The relationship of **Hesperia** to MDAQMD under this Agreement is that of an independent Contractor. **Hesperia** is to exercise its own discretion as to the method and manner of performing its duties. MDAQMD will not exercise control over **Hesperia**, its employees, agents, or subcontractors, except regarding the result to be obtained and to verify compliance with the terms of this Agreement. **Hesperia** and MDAQMD shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

b. **Hesperia** understands that this Agreement does not preclude **Hesperia** from performing services for other projects under the jurisdiction of the MDAQMD as long as such services are



not in conflict with this Agreement and as long as such services do not create conflict of interest under applicable laws.

c. The Parties further agree that since the status of **Hesperia** is that of an independent contractor, **Hesperia** shall not become entitled to any employment rights or benefits that are available to the employees of MDAQMD. The Parties further agree that **Hesperia** shall be solely responsible for providing to itself, and on behalf of itself, all legally required employment benefits.

8. Termination:

a. Breach of Agreement: MDAQMD may immediately suspend or terminate this Agreement, in whole or in part, where in the reasonable determination of MDAQMD there is:

- i. An illegal or improper use of funds;
- ii. A breach by **Hesperia** of any material term of this Agreement and failure to cure such breach within thirty (3) days following written notice from MDAQMD; or
- iii. A substantially incorrect or incomplete report submitted to MDAQMD that is not corrected within thirty (3) days following written notice by the MDAQMD of the reported deficiencies.

In no event shall any payment by MDAQMD constitute a waiver by MDAQMD of any breach of this Agreement or any default which may then exist on the part of **Hesperia**. Neither shall such payment impair or prejudice any remedy available to MDAQMD with respect to the breach or default. MDAQMD shall have the right to demand of **Hesperia** the repayment to MDAQMD of any funds disbursed to **Hesperia** under this Agreement which in the judgment of MDAQMD were not expended in accordance with the terms of this Agreement. **Hesperia** shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, MDAQMD may seek any other remedies available at law, in equity, or otherwise specified in this Agreement.

b. Without Cause: Either Party may terminate this Agreement upon giving written notice to the other Party at least 30 days before the effective date of such termination. In the event of such termination, **Hesperia** shall, subject to section 5 of this Agreement, be paid the actual, reasonable

costs incurred up to the time of termination for those portions of the project which were satisfactorily completed, provided that the completed tasks achieve, or provide the means of achieving, actual emission reductions from motor vehicles as determined by MDAQMD. If completed project tasks do not achieve or provide the means of achieving actual emission reductions from motor vehicles, **Hesperia** shall reimburse MDAQMD for all funds which MDAQMD has paid. Upon such termination, all the work produced by **Hesperia** shall be delivered promptly to MDAQMD.

c. For Cause: MDAQMD may terminate this Agreement upon the conviction for any criminal act by **Hesperia**, its agents, officers, and employees if such act directly relates to this Agreement.

9. Indemnification: **Hesperia** agrees to indemnify, defend and hold harmless MDAQMD and its authorized agents, officers, volunteers and employees against any and all claims or actions arising from **Hesperia's** acts, errors or omissions in performing services pursuant to this Agreement. **Hesperia** agrees to indemnify, defend, and hold harmless MDAQMD against any and all losses sustained due to the installation and use of equipment pursuant to this Agreement for the life of the equipment. MDAQMD agrees to indemnify, defend and hold harmless **Hesperia** and its authorized agents, officers, volunteers and employees against any and all claims or actions arising from MDAQMD's acts, errors or omissions in performing services pursuant to this Agreement.

10. Insurance:

a. In order to accomplish the indemnification herein provided for, **Hesperia** shall secure and maintain, throughout the term of the Agreement, the following types of insurance issued by companies reasonably acceptable to MDAQMD. **Hesperia** will procure and maintain insurance as required by law or regulation. At a minimum, **Hesperia** will procure and maintain the following types of insurance:

- i. Workers' compensation insurance in amounts to satisfy applicable state laws;
- ii. Employer's liability insurance in the amount of \$1,000,000;
- iii. Automobile liability insurance in the amount of \$1,000,000 per occurrence;

1           iv.     General commercial liability insurance for bodily injury, death or loss of or  
2           damage to property of third persons in the minimum amount of \$1,000,000 per  
3           occurrence and in the aggregate.

4           b.     Such insurance policies shall name MDAQMD, its officers, agents, employees,  
5           individually and collectively, as additional insured (except workers' compensation insurance),  
6           for purposes of the matter covered under this Agreement. Such coverage for additional insured  
7           shall apply as primary insurance, and any other insurance maintained by MDAQMD, its officers,  
8           agents, and employees, shall be excess only and not contributing with insurance provided under  
9           **Hesperia** policies herein. This insurance shall not be canceled or changed without a minimum of  
10          thirty (30) days prior written notice given to MDAQMD.

11          c.     Prior to the commencement of performing its obligations under this Agreement,  
12          **Hesperia** shall provide to MDAQMD appropriate certificates from its insurance carrier or  
13          carriers stating that such insurance coverages have been obtained and are in full force; that  
14          MDAQMD, its officers, agents and employees will not be responsible for any premiums on the  
15          policies; that such insurance names MDAQMD, its officers, agents, and employees, individually  
16          and collectively, as additional insureds and stating policy number, dates of expiration, limits of  
17          liability thereunder, and special endorsements (except workers' compensation insurance), for  
18          purposes of the matter covered under this Agreement; that such coverage for additional insured  
19          shall apply as primary insurance and any other insurance maintained by MDAQMD, its officer,  
20          agents, and employees, shall be excess only and not contributing with insurance provided under  
21          **Hesperia** policies herein.

22          d.     If **Hesperia** is a government entity, then it may self-insure such of those risks identified  
23          in subsections 10.a.i-iv of this Agreement, provided, however, that:

24                i.     MDAQMD, its officers, agents, and employees, individually and collectively,  
25                shall be named as additional insured (except for workers' compensation insurance) on  
26                **Hesperia** self-insurance plans, but only insofar as the operations under this Agreement  
27                are concerned;

28                ii.    Such self-insurance plans shall be reasonably satisfactory to MDAQMD; and

1           iii. All those provisions identified in subsection 10.c. of this Agreement concerning  
2           the relationship of **Hesperia** primary and MDAQMD's excess insurance to each other,  
3           the requirement of **Hesperia** delivering a certificate of insurance or other suitable  
4           evidence to MDAQMD, and the cancellation/change of insurance requirements shall  
5           apply to such self-insurance plans.

6   11. Audits and Inspections:

7           a. **Hesperia** shall at any time during regular business hours, and as often as MDAQMD  
8           may deem necessary, make available to MDAQMD for examination all of its records and data  
9           with respect to the matters covered in this Agreement. **Hesperia** shall, and upon request by  
10          MDAQMD, permit MDAQMD to audit and inspect all of such records and data necessary to  
11          ensure **Hesperia** compliance with the terms of this Agreement.

12          b. **Hesperia** shall be subject to an audit by MDAQMD or its authorized representative to  
13          determine if the funds received by **Hesperia** were spent for the reduction of pollution as provided  
14          in AB 2766 and to determine whether said funds were spent as provided by law and this  
15          Agreement. If after audit MDAQMD makes a determination that funds provided to **Hesperia**  
16          pursuant to this Agreement were not spent in conformance with this Agreement or the  
17          requirements of AB 2766 or any other applicable provisions of law, **Hesperia** agrees to  
18          immediately reimburse MDAQMD all funds determined to have been expended not in  
19          conformance with said provisions.

20          c. **Hesperia** shall retain all records and data for activities performed under this Agreement  
21          for at least three (3) years from the date of final payment under beyond the performance of the  
22          final obligation required pursuant to this Agreement or until all state and federal audits are  
23          completed for that fiscal year, whichever is later.

24   12. Notices: The persons and their addresses having authority to give and receive notices under this  
25   Agreement are as follows:

City of Hesperia	MDAQMD	MDAQMD
Nils Bentsen	Jean Bracy	Brad Poiriez
City Manager	Director, Administrative Services	APCO
9700 Seventh Avenue	14306 Park Avenue	14306 Park Avenue
Hesperia, CA 92345	Victorville, CA 92392	Victorville, CA 92392

Any and all notices to MDAQMD and **Hesperia** provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered, or in lieu of such personal service, when actually received or when deposited in the United States mail, postage prepaid, addressed to such party.

13. Political Activity Prohibited: None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

14. Lobbying Prohibited: None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

15. Conflict Of Interest: No officer, employee or agent of MDAQMD who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. **Hesperia** shall comply with all federal, state and local conflict of interest laws, statutes, and regulations.

16. Succession:

a. Each Party and the partners, successors, and legal representatives of each Party, and to the extent permitted herein the assigns of each Party, are hereby bound to the other Party and to the partners, successors, legal representatives and assigns, of such other Party, in respect to all covenants, agreements and obligations of this Agreement.

b. Neither Party will assign, sublet or transfer any rights or obligations under this Agreement without the written consent of the other. However, **Hesperia** is authorized to use employees of or assign this Agreement to an affiliate as it may deem appropriate to assist in the performance of services or as result of an internal reorganization.

17. Time is of Essence: Time is of the essence in completion of the services in this Agreement.

18. Benefit to Parties: Nothing contained in this Agreement will be construed to give any rights or benefits to any person other than the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and not for the benefit of any other person.

19. Change in Scope of Work: Changes or amendments to the Scope of Work contained in this Agreement, including any increase or decrease in the amount of program funds awarded, and changes in the terms of this Agreement, shall be mutually agreed upon in writing by and between MDAQMD and **Hesperia**, and shall only be effective by duly executed written amendments to this Agreement.

20. Severability: In the event that any word, phrase, clause, sentence, paragraph, section, article or provision contained in this Agreement is held to be unenforceable for any reason by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

21. Captions: The paragraph captions of this Agreement shall have no effect on its interpretations.

22. Entire Agreement: This Agreement, together with its Exhibit "A," constitutes the entire Agreement between the Parties and will supersede all prior written or oral understandings. This Agreement and its Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by the Parties.

23. Governing Law: This Agreement shall be interpreted under the laws of the State of California. Venue for any action arising out of this Agreement shall only be in San Bernardino County, California. This Agreement was entered into in Victorville, California.

MOJAVE DESERT AIR QUALITY  
MANAGEMENT DISTRICT

CITY OF HESPERIA, CA

\_\_\_\_\_  
BRAD POIRIEZ  
Air Pollution Control Officer

\_\_\_\_\_  
NILS BENTSEN  
CITY MANAGER

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

1 Approved as to legal form:

2  
3 \_\_\_\_\_

4 KAREN NOWAK

5 District Counsel

6 Dated: \_\_\_\_\_

**City of Hesperia**  
**Exhibit "A"**  
**Scope of Work**  
**Main Street Traffic Signal Synchronization Project – Phase II**

<b>Scope of Work Tasks</b>		<b>Start Date</b>	<b>Date of Completion</b>
1.	MDAQMD notifies Hesperia of grant award; Hesperia prepares Scope of Work for contract documents; MDAQMD prepares and processes contract documents for execution by both parties.	June 2017	September 2017
2.	Prepare CEQA Compliance (In-House).	September 2017	January 2018
3.	Engineering Department prepares a Sole Source Request for Proposal (RFP).	October 2017	December 2017
4.	Review proposal for compliance with Sole Source RFP; prepare staff report to Council recommending award of contract.	December 2017	January 2018
5.	Execute contract; schedule and conduct pre-construction meeting; set project start date; deliver "Notice to Proceed" letter to contractor.	February 2018	February 2018
6.	Coordinate project mobilization, start-up, insurance, bonds, etc.	March 2018	March 2018
7.	Begin Project	March 2018	November 2018
8.	Project completion; process final invoice; project acceptance by City of Hesperia; schedule media event with MDAQMD.	November 2018	January 2020
9.	Begin process to measure before and after conditions of the Traffic Signal Synchronization for delays, stops, travel time, fuel consumption and emissions over multiple time periods throughout the weekday peak periods - after first month, six months, and one year of operation.	March 2018	January 2021
10.	Provide Traffic Signal Synchronization Final Report.	February 2021	March 2021



# City of Hesperia STAFF REPORT



**DATE:** June 6, 2017

**TO:** Chair and Board Members  
Hesperia Fire Protection District

**FROM:** Nils Bentsen, City Manager

**BY:** Ron Walls, Fire Chief  
Lora Rosendahl, FCT

**SUBJECT:** Community Facilities District (CFD) 94-01, Annexation 184

---

## RECOMMENDED ACTION

It is recommended that the Fire District Board of Directors adopt Resolution No. HFPD 2017-08 admitting Annexation 184 (0405-441-16-0000) into the Community Facilities District (CFD) 94-01 and direct the Secretary of the Board to file the addition with the County Recorder.

## BACKGROUND

On August 18, 1994, the Fire District Board approved Resolution HFPD 94-15, authorizing future annexations to existing Community Facilities District 94-01. On September 18, 2002, Resolution HFPD 2002-23 was approved, authorizing expansion of the CFD boundary and providing for the continued annexation of territory within the boundary. The revised boundary is known as Future Annexation Area II. The location of the annexation area is identified on the attached map.

## ISSUES/ANALYSIS

In order for property to be annexed into an existing CFD, the Fire District Board must approve the annexation. Currently, properties within the CFD 94-01 Future Annexation Area II boundaries may be annexed into the CFD subsequent to Fire District Board approval.

The applicant for Annexation 184 has requested annexation into CFD 94-01. All required documents have been completed and submitted to the Fire District to process this application, and have been included with this staff report. The original documents are required to remain on file with the Board Secretary.

## FISCAL IMPACT

At this time the assessment is unknown as the annexation is being done ahead of the development plans.

## ATTACHMENT(S)

1. Resolution HFPD 2017-08
2. Location Map

**RESOLUTION NO. HFPD 2017-08**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA FIRE PROTECTION DISTRICT, HESPERIA, CALIFORNIA, CERTIFYING AND ADDING PROPERTY TO AN EXISTING COMMUNITY FACILITIES DISTRICT (CFD 94-01, FUTURE ANNEXATION AREA II, ANNEXATION NO. 184)**

**WHEREAS**, the Board of Directors of the Hesperia Fire Protection District, California, (hereinafter referred to as the “legislative body”), has previously formed a Community Facilities District pursuant to the provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as COMMUNITY FACILITIES DISTRICT NO. 94-01, Future Annexation Area II, (hereinafter referred to as the “District”); and

**WHEREAS**, the legislative body has also established a procedure to allow and provide for future annexations to the District, and the territory proposed to be so annexed in the future was designated as COMMUNITY FACILITIES DISTRICT NO. 94-01, FUTURE ANNEXATION AREA II, NO. 184; and

**WHEREAS**, at this time the unanimous consent of the property owner or owners of certain specific territory proposed to be annexed has been received, and said territory has been designated as ANNEXATION NO.184 (hereinafter referred to as the “Annexed Area”); and

**WHEREAS**, a map showing the Annexed Area and designated as Community Facilities District 94-01, Future Annexation Area II, Annexation No. 184 has been submitted to this legislative body; and

**WHEREAS**, a legal description of such annexation identifying the area to be annexed as the West 66.38 Feet of the Northeast quarter of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 6, Township 3 North, Range 4 West, San Bernardino Meridian County of San Bernardino, State of California, according to the official plat of said land. (APN 0405-441-16-0000)

**NOW THEREFORE**, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HESPERIA FIRE PROTECTION DISTRICT AS FOLLOWS:

Section 1. In all respects as set forth above, this resolution is true and correct.

Section 2. Findings

a. That the unanimous consent and election to the annexation of the Annexed Area to the District has been given by the owner of the Annexed Area and such consent and election shall be kept on file in the Office of the Secretary of the Fire Protection District.

b. The legislative body is authorized to levy the authorized special taxes within the Annexed Area to pay for the authorized services.

Section 3. Annexed Area

- a. That the boundaries and parcels of territory within the Annexed Area and on which special taxes will be levied in order to pay for the costs and expenses of authorized services are described as follows:

- (1) The property annexed to the District as said territory is shown on a map as submitted to and hereby approved by this legislative body, said map designated by the number of the annexation and the name of the district, a copy of which is on file and shall remain open for public inspection.

Section 4. Declaration of Annexation

- a. That this legislative body does hereby determine and declare that the Annexed Area is now added to and becomes a part of the District.

Section 5. Notice

- a. That immediately upon adoption of this Resolution, notice shall be given as follows:

- (1) A copy of the annexation map as approved shall be immediately, and no later than ten (10) days after the date of this Resolution, filed in the Office of the County Recorder.

- (2) An amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder on or before June 30, 2017.

Section 6. Severability

- a. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have passed this Resolution and each and every section, subsection, clause or phrase not declared invalid, without regard to any preemptive legislation.

Section 7. That the Secretary to the Board of Directors shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**ADOPTED AND APPROVED** this 6th day of June 2017.

---

Paul Russ, Chair

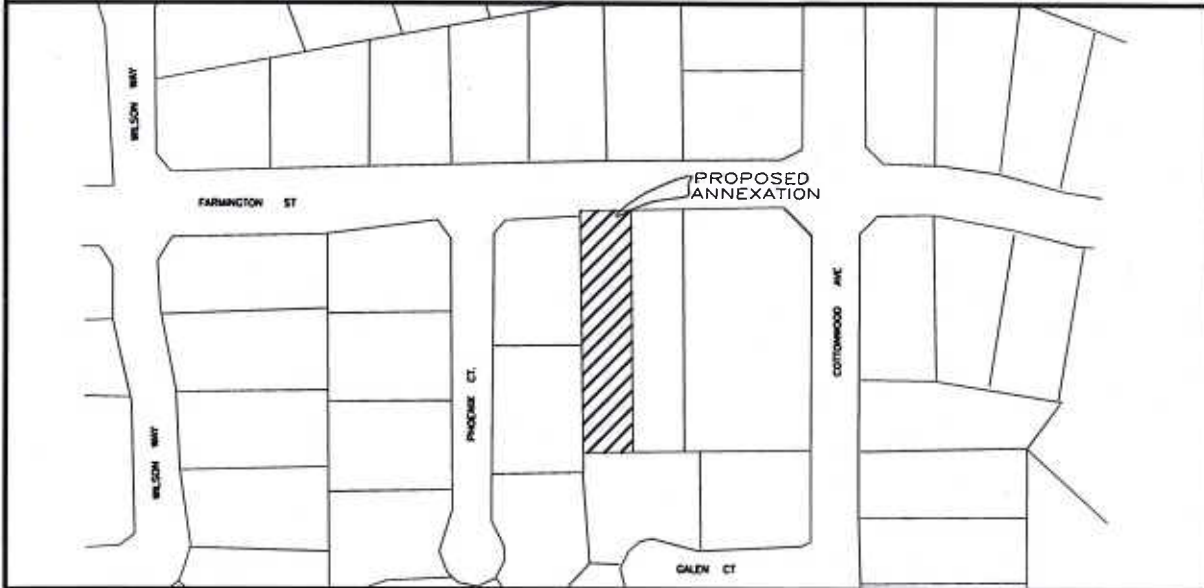
ATTEST:

---

Melinda Sayre  
Secretary to the Board

# AMENDED BOUNDARY MAP

ANNEXATION MAP OF ANNEXATION NO. \_\_\_\_\_ OF  
COMMUNITY FACILITIES DISTRICT NO. 94-01  
OF THE HESPERIA FIRE PROTECTION DISTRICT  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



## PROPOSED ANNEXATION

APN # 0405-441-18

FILED IN THE OFFICE OF THE SECRETARY OF HESPERIA FIRE PROTECTION  
DISTRICT, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
SECRETARY TO THE BOARD  
HESPERIA FIRE PROTECTION DISTRICT  
STATE OF CALIFORNIA

## LEGAL DESCRIPTION

### PARCEL 1:

THE WEST 88.38 FEET OF THE NORTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF THE NORTHEAST  
QUARTER OF THE NORTHEAST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3  
NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN,  
SAN BERNARDINO, STATE OF CALIFORNIA,  
ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

I HEREBY CERTIFY THAT THE WITHIN MAP, SHOWING BOUNDARIES OF TERRITORY ANNEXED  
TO COMMUNITY FACILITIES DISTRICT NO. 94-01 OF THE HESPERIA FIRE PROTECTION  
DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE  
BOARD OF DIRECTORS OF HESPERIA FIRE PROTECTION DISTRICT AT A REGULAR  
MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ BY ITS  
RESOLUTION NO. H.F.P.D. \_\_\_\_\_  
THIS ANNEXATION MAP AMENDS THE BOUNDARY MAP FOR COMMUNITY FACILITIES  
DISTRICT NO. 94-01 OF HESPERIA FIRE PROTECTION DISTRICT, COUNTY OF SAN  
BERNARDINO, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK \_\_\_\_\_ OF MAPS OF  
ASSESSMENT AND COMMUNITY FACILITIES DISTRICT, AT PAGE \_\_\_\_\_ IN THE OFFICE OF  
THE COUNTY RECORDER FOR THE COUNTY OF SAN BERNARDINO, CALIFORNIA.

## LEGEND

\_\_\_\_\_ DISTRICT BOUNDARY

 CDF 94-01 PROPOSED  
ANNEXATION AREA

\_\_\_\_\_  
SECRETARY TO THE BOARD  
HESPERIA FIRE PROTECTION DISTRICT  
STATE OF CALIFORNIA

## SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER \_\_\_\_\_  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M. IN BOOK  
OF \_\_\_\_\_ AT PAGE \_\_\_\_\_, AT THE REQUEST  
OF \_\_\_\_\_  
IN THE AMOUNT OF \$ \_\_\_\_\_

BOB DUTTON  
ASSESSOR-RECORDER-COUNTY CLERK  
COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_  
DEPUTY RECORDER



PREPARED BY:  
K. YOUNG CONSTRUCTION  
12889 CEDAR ST STE 101  
HESPERIA, CA 92544

THIS PAGE LEFT INTENTIONALLY BLANK

# City of Hesperia STAFF REPORT



**DATE:** June 6, 2017

**TO:** Chair and Board Members  
Hesperia Fire Protection District

**FROM:** Nils Bentsen, City Manager

**BY:** Ron Walls, Fire Chief  
Lora Rosendahl, FCT

**SUBJECT:** Community Facilities District (CFD) 94-01, Annexation 185

---

## **RECOMMENDED ACTION**

It is recommended that the Fire District Board of Directors adopt Resolution No. HFPD 2017-09 admitting Annexation 185 (0405-441-17-0000) into the Community Facilities District (CFD) 94-01 and direct the Secretary of the Board to file the addition with the County Recorder:

## **BACKGROUND**

On August 18, 1994, the Fire District Board approved Resolution HFPD 94-15, authorizing future annexations to existing Community Facilities District 94-01. On September 18, 2002, Resolution HFPD 2002-23 was approved, authorizing expansion of the CFD boundary and providing for the continued annexation of territory within the boundary. The revised boundary is known as Future Annexation Area II. The location of the annexation area is identified on the attached map.

## **ISSUES/ANALYSIS**

In order for property to be annexed into an existing CFD, the Fire District Board must approve the annexation. Currently, properties within the CFD 94-01 Future Annexation Area II boundaries may be annexed into the CFD subsequent to Fire District Board approval.

The applicant for Annexation 185 has requested annexation into CFD 94-01. All required documents have been completed and submitted to the Fire District to process this application, and have been included with this staff report. The original documents are required to remain on file with the Board Secretary.

## **FISCAL IMPACT**

At this time the assessment is unknown as the annexation is being done ahead of the development plans.

## **ATTACHMENT(S)**

1. Resolution HFPD 2017-09
2. Location Map

**RESOLUTION NO. HFPD 2017-09**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA FIRE PROTECTION DISTRICT, HESPERIA, CALIFORNIA, CERTIFYING AND ADDING PROPERTY TO AN EXISTING COMMUNITY FACILITIES DISTRICT (CFD 94-01, FUTURE ANNEXATION AREA II, ANNEXATION NO. 185)**

**WHEREAS**, the Board of Directors of the Hesperia Fire Protection District, California, (hereinafter referred to as the “legislative body”), has previously formed a Community Facilities District pursuant to the provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as COMMUNITY FACILITIES DISTRICT NO. 94-01, Future Annexation Area II, (hereinafter referred to as the “District”); and

**WHEREAS**, the legislative body has also established a procedure to allow and provide for future annexations to the District, and the territory proposed to be so annexed in the future was designated as COMMUNITY FACILITIES DISTRICT NO. 94-01, FUTURE ANNEXATION AREA II, NO. 185; and

**WHEREAS**, at this time the unanimous consent of the property owner or owners of certain specific territory proposed to be annexed has been received, and said territory has been designated as ANNEXATION NO.185 (hereinafter referred to as the “Annexed Area”); and

**WHEREAS**, a map showing the Annexed Area and designated as Community Facilities District 94-01, Future Annexation Area II, Annexation No. 185 has been submitted to this legislative body; and

**WHEREAS**, a legal description of such annexation identifying the area to be annexed as the East 66.01 feet of the West 132.39 feet of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 6, Township 3 North, Range 4 West, San Bernardino Meridian County of San Bernardino, State of California, according to the official plat of said land. (APN 0405-441-17-0000)

**NOW THEREFORE**, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HESPERIA FIRE PROTECTION DISTRICT AS FOLLOWS:

Section 1. In all respects as set forth above, this resolution is true and correct.

Section 2. Findings

a. That the unanimous consent and election to the annexation of the Annexed Area to the District has been given by the owner of the Annexed Area and such consent and election shall be kept on file in the Office of the Secretary of the Fire Protection District.

b. The legislative body is authorized to levy the authorized special taxes within the Annexed Area to pay for the authorized services.



Section 3. Annexed Area

- a. That the boundaries and parcels of territory within the Annexed Area and on which special taxes will be levied in order to pay for the costs and expenses of authorized services are described as follows:

(1) The property annexed to the District as said territory is shown on a map as submitted to and hereby approved by this legislative body, said map designated by the number of the annexation and the name of the district, a copy of which is on file and shall remain open for public inspection.

Section 4. Declaration of Annexation

- a. That this legislative body does hereby determine and declare that the Annexed Area is now added to and becomes a part of the District.

Section 5. Notice

- a. That immediately upon adoption of this Resolution, notice shall be given as follows:

(1) A copy of the annexation map as approved shall be immediately, and no later than ten (10) days after the date of this Resolution, filed in the Office of the County Recorder.

(2) An amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder on or before June 30, 2017.

Section 6. Severability

- a. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have passed this Resolution and each and every section, subsection, clause or phrase not declared invalid, without regard to any preemptive legislation.

- Section 7. That the Secretary to the Board of Directors shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**ADOPTED AND APPROVED** this 6<sup>th</sup> day of June 2017.

---

Paul Russ, Chair

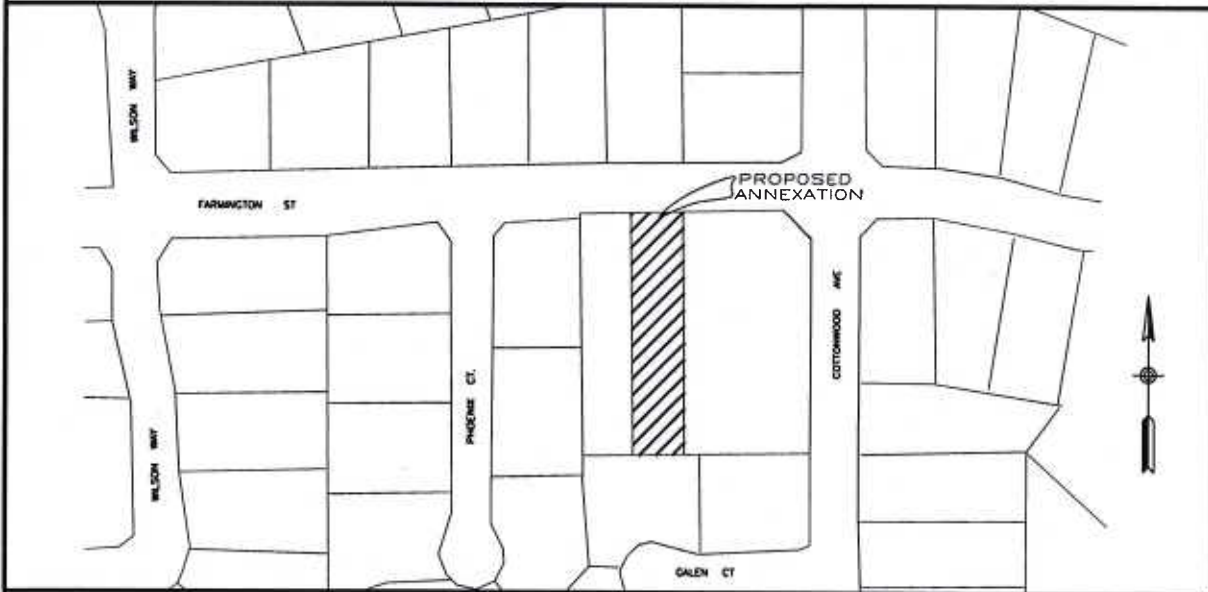
ATTEST:

---

Melinda Sayre  
Secretary to the Board

# AMENDED BOUNDARY MAP

ANNEXATION MAP OF ANNEXATION NO. \_\_\_\_\_ OF  
COMMUNITY FACILITIES DISTRICT NO. 94-01  
OF THE HESPERIA FIRE PROTECTION DISTRICT  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



## PROPOSED ANNEXATION

APN # 0405-441-17

FILED IN THE OFFICE OF THE SECRETARY OF HESPERIA FIRE PROTECTION  
DISTRICT, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SECRETARY TO THE BOARD  
HESPERIA FIRE PROTECTION DISTRICT  
STATE OF CALIFORNIA

## LEGAL DESCRIPTION

### PARCEL 2:

THE EAST 66.01 FEET OF THE WEST 132.39 FEET  
OF THE NORTHEAST QUARTER OF THE NORTHEAST  
QUARTER OF THE NORTHEAST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3  
NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN,  
SAN BERNARDINO, STATE OF CALIFORNIA,  
ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

I HEREBY CERTIFY THAT THE WITHIN MAP, SHOWING BOUNDARIES OF TERRITORY ANNEXED  
TO COMMUNITY FACILITIES DISTRICT NO. 94-01 OF THE HESPERIA FIRE PROTECTION  
DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE  
BOARD OF DIRECTORS OF HESPERIA FIRE PROTECTION DISTRICT AT A REGULAR  
MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ BY ITS  
RESOLUTION NO. H.F.P.D. \_\_\_\_\_  
THIS ANNEXATION MAP AMENDS THE BOUNDARY MAP FOR COMMUNITY FACILITIES  
DISTRICT NO. 94-01 OF HESPERIA FIRE PROTECTION DISTRICT, COUNTY OF SAN  
BERNARDINO, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK \_\_\_\_\_ OF MAPS OF  
ASSESSMENT AND COMMUNITY FACILITIES DISTRICT, AT PAGE \_\_\_\_\_ IN THE OFFICE OF  
THE COUNTY RECORDER FOR THE COUNTY OF SAN BERNARDINO, CALIFORNIA.

## LEGEND

- \_\_\_\_ DISTRICT BOUNDARY
-  CDF 94-01 PROPOSED  
ANNEXATION AREA

SECRETARY TO THE BOARD  
HESPERIA FIRE PROTECTION DISTRICT  
STATE OF CALIFORNIA

## SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER \_\_\_\_\_  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M. IN BOOK  
OF \_\_\_\_\_ AT PAGE \_\_\_\_\_ AT THE REQUEST  
OF \_\_\_\_\_  
IN THE AMOUNT OF \$ \_\_\_\_\_

BOB DUTTON  
ASSESSOR-RECORDER-COUNTY CLERK  
COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_  
DEPUTY RECORDER



PREPARED BY:  
K. YOUNG CONSTRUCTION  
18009 CEDAR ST STE 101  
HESPERIA, CA 92544

THIS PAGE LEFT INTENTIONALLY BLANK

# City of Hesperia STAFF REPORT



**DATE:** June 6, 2017  
**TO:** Mayor and Council Members  
**FROM:** Nils Bentsen, City Manager  
**BY:** Mark Faherty, Public Works Manager  
Scott Smith, Maintenance Crew Supervisor/Traffic  
**SUBJECT:** Traffic Signal Maintenance Contract – Siemens Industry, Inc.

---

## RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute a three (3) year Professional Services Agreement (contract) with Siemens Industries Inc. to provide traffic signal maintenance services to the City of Hesperia, in the not-to-exceed amount of \$141,083 which includes a contingency of 10% (for possible unanticipated maintenance).

## BACKGROUND

The City currently owns twenty seven (27) traffic signals located at various intersections throughout the city. Traffic signals require monthly preventative maintenance and occasional corrective maintenance and/or replacement due to traffic accidents, insect damage, and unanticipated equipment failure, etc. The Traffic Division utilizes in-house staff for routine preventative maintenance and a portion of corrective maintenance tasks, which is a cost savings to our customers. Only corrective repairs and annual conflict monitor testing which requires special training and/or equipment, is contracted.

## ISSUES/ANALYSIS

The Finance-Purchasing department, at the request of the Public Works department solicited bids for traffic signal maintenance, with two vendors responding to our request; Aegis ITS and Siemens Industries Inc. Aegis ITS submitted a bid which was deemed non-responsive after failing to comply with the minimum requirements stated in the bid document. Siemens Industries Inc. was deemed the only responsive bidder.

Due to past performance, the unpredictable nature of traffic accidents, insect damage and equipment failure, staff recommends \$141,083 be approved for the term of the contract (three years) commencing on July 1, 2017. Additionally, as signalized intersections are developed, they will be included in the contract for corrective maintenance and repairs.

## FISCAL IMPACT

The item is identified in the proposed Fiscal Year 2017-18 budget, and will be the first year of the three year contract.

**ALTERNATIVE(S)**

1. Provide alternative direction to staff.

**ATTACHMENT(S)**

1. Bid comparison

# RFB 2016-17-015 - Traffic Signal Maintenance

Bid Comparison Type: Non-Taxable

Bid Comparison Completed By: Purchasing

Date: 5/4/2017

Section 1 - Preventative Maintenance				Siemens Industry, Inc. Riverside, CA		Aegis ITS Anaheim, CA	
Item No.	UOM	Qty	Description	Unit Cost	Extended Amount	Unit Cost	Extended Amount
1	EA	28	Preventative maintenance of conflict monitors (testing) <i>Fiscal Year 2017-2018</i>	\$72.00	\$2,016.00	\$69.50	\$1,946.00
2	EA	28	Preventative maintenance of conflict monitors (testing) <i>Fiscal Year 2018-2019</i>	\$75.00	\$2,100.00	\$70.50	\$1,974.00
3	EA	28	Preventative maintenance of conflict monitors (testing) <i>Fiscal Year 2019-2020</i>	\$79.00	\$2,212.00	\$71.50	\$2,002.00
Section 1 Total					<b>\$6,328.00</b>	Section 1 Total	<b>\$5,922.00</b>

Aegis ITS was deemed non-responsive after failing to comply with the minimum requirements as stated in the bid

# RFB 2016-17-015 - Traffic Signal Maintenance

Section 2 - Extra Work			Siemens Industry, Inc. Riverside, CA		Aegis ITS Anaheim, CA	
Description	Est. Qty	UOM	Unit Price	Extended Price (Est. Qty x Unit Price)	Unit Price	Extended Price (Est. Qty x Unit Price)
Pickup Truck <i>Fiscal Year 2017-2018</i>	1	Hour	\$21.00	\$21.00	\$15.00	\$15.00
Pickup Truck <i>Fiscal Year 2018-2019</i>	1	Hour	\$21.50	\$21.50	\$15.45	\$15.45
Pickup Truck <i>Fiscal Year 2019-2020</i>	1	Hour	\$22.00	\$22.00	\$15.91	\$15.91
Insulated Bucket Truck <i>Fiscal Year 2017-2018</i>	1	Hour	\$28.00	\$28.00	\$33.00	\$33.00
Insulated Bucket Truck <i>Fiscal Year 2018-2019</i>	1	Hour	\$28.55	\$28.55	\$33.99	\$33.99
Insulated Bucket Truck <i>Fiscal Year 2019-2020</i>	1	Hour	\$29.00	\$29.00	\$35.01	\$35.01
Utility/Construction Truck <i>Fiscal Year 2017-2018</i>	1	Hour	\$25.00	\$25.00	\$33.00	\$33.00
Utility/Construction Truck <i>Fiscal Year 2018-2019</i>	1	Hour	\$25.50	\$25.50	\$33.99	\$33.99
Utility/Construction Truck <i>Fiscal Year 2019-2020</i>	1	Hour	\$26.00	\$26.00	\$35.01	\$35.01
Dump Truck (3-5 yard) <i>Fiscal Year 2017-2018</i>	1	Hour	\$25.00	\$25.00	\$110.00	\$110.00
Dump Truck (3-5 yard) <i>Fiscal Year 2018-2019</i>	1	Hour	\$25.50	\$25.50	\$113.30	\$113.30
Dump Truck (3-5 yard) <i>Fiscal Year 2019-2020</i>	1	Hour	\$26.00	\$26.00	\$116.70	\$116.70
Dump Truck (6-9 yard) <i>Fiscal Year 2017-2018</i>	1	Hour	\$25.00	\$25.00	\$140.00	\$140.00
Dump Truck (6-9 yard) <i>Fiscal Year 2018-2019</i>	1	Hour	\$25.50	\$25.50	\$145.00	\$145.00
Dump Truck (6-9 yard) <i>Fiscal Year 2019-2020</i>	1	Hour	\$26.00	\$26.00	\$149.00	\$149.00
Air Compressor <i>Fiscal Year 2017-2018</i>	1	Hour	\$15.00	\$15.00	\$17.00	\$17.00
Air Compressor <i>Fiscal Year 2018-2019</i>	1	Hour	\$15.50	\$15.50	\$18.00	\$18.00
Air Compressor <i>Fiscal Year 2019-2020</i>	1	Hour	\$15.80	\$15.80	\$19.00	\$19.00
Concrete Saw <i>Fiscal Year 2017-2018</i>	1	Hour	\$15.00	\$15.00	\$53.00	\$53.00
Concrete Saw <i>Fiscal Year 2018-2019</i>	1	Hour	\$15.50	\$15.50	\$54.50	\$54.50
Concrete Saw <i>Fiscal Year 2019-2020</i>	1	Hour	\$15.80	\$15.80	\$56.25	\$56.25
Message Board (towable) <i>Fiscal Year 2017-2018</i>	1	Hour	\$15.00	\$15.00	\$50.00	\$50.00
Message Board (towable) <i>Fiscal Year 2018-2019</i>	1	Hour	\$15.50	\$15.50	\$51.00	\$51.00
Message Board (towable) <i>Fiscal Year 2019-2020</i>	1	Hour	\$15.80	\$15.80	\$53.00	\$53.00
Cable Trailer <i>Fiscal Year 2017-2018</i>	1	Hour	\$10.00	\$10.00	\$40.00	\$40.00
Cable Trailer <i>Fiscal Year 2018-2019</i>	1	Hour	\$10.25	\$10.25	\$41.50	\$41.50
Cable Trailer <i>Fiscal Year 2019-2020</i>	1	Hour	\$10.50	\$10.50	\$42.50	\$42.50
Lamp Replacement <i>Fiscal Year 2017-2018</i>	1	Each	\$175.00	\$175.00	\$106.00	\$106.00
Lamp Replacement <i>Fiscal Year 2018-2019</i>	1	Each	\$179.25	\$179.25	\$109.10	\$109.10
Lamp Replacement <i>Fiscal Year 2019-2020</i>	1	Each	\$182.85	\$182.85	\$113.00	\$113.00
Detector Loop Replacement (6" x 6" loop) <i>Fiscal Year 2017-2018</i>	1	Each	\$410.00	\$410.00	\$920.00	\$920.00
Detector Loop Replacement (6" x 6" loop) <i>Fiscal Year 2018-2019</i>	1	Each	\$418.50	\$418.50	\$947.00	\$947.00
Detector Loop Replacement (6" x 6" loop) <i>Fiscal Year 2019-2020</i>	1	Each	\$425.00	\$425.00	\$976.00	\$976.00
Detector Loop Replacement (6" diameter) <i>Fiscal Year 2017-2018</i>	1	Each	\$410.00	\$410.00	\$920.00	\$920.00



# RFB 2016-17-015 - Traffic Signal Maintenance

Section 2 - Extra Work			Siemens Industry, Inc. Riverside, CA		Aegis ITS Anaheim, CA	
Description	Est. Qty	UOM	Unit Price	Extended Price (Est. Qty x Unit Price)	Unit Price	Extended Price (Est. Qty x Unit Price)
Detector Loop Replacement (6" diameter) <i>Fiscal Year 2018-2019</i>	1	Each	\$418.50	\$418.50	\$947.00	\$947.00
Detector Loop Replacement (6" diameter) <i>Fiscal Year 2019-2020</i>	1	Each	\$425.00	\$425.00	\$976.00	\$976.00
Paint Controller Cabinets <i>Fiscal Year 2017-2018</i>	1	Each	\$500.00	\$500.00	\$450.00	\$450.00
Paint Controller Cabinets <i>Fiscal Year 2018-2019</i>	1	Each	\$515.00	\$515.00	\$459.00	\$459.00
Paint Controller Cabinets <i>Fiscal Year 2019-2020</i>	1	Each	\$525.00	\$525.00	\$473.00	\$473.00
Paint Signal Heads & Back-plates per Typical 8-phase Intersection <i>Fiscal Year 2017-2018</i>	1	Each	\$3,750.00	\$3,750.00	\$2,000.00	\$2,000.00
Paint Signal Heads & Back-plates per Typical 8-phase Intersection <i>Fiscal Year 2018-2019</i>	1	Each	\$3,825.00	\$3,825.00	\$2,100.00	\$2,100.00
Paint Signal Heads & Back-plates per Typical 8-phase Intersection <i>Fiscal Year 2019-2020</i>	1	Each	\$3,900.00	\$3,900.00	\$2,160.00	\$2,160.00
Trip Charge <i>Fiscal Year 2017-2018</i>	1	Each	\$100.00	\$100.00	\$200.00	\$200.00
Trip Charge <i>Fiscal Year 2018-2019</i>	1	Each	\$102.00	\$102.00	\$210.00	\$210.00
Trip Charge <i>Fiscal Year 2019-2020</i>	1	Each	\$105.00	\$105.00	\$220.00	\$220.00
Typical 8 Phase Intersection Rewire Main St. at "G" Ave. (Example) <i>Fiscal Year 2017-2018</i>	1	Each	\$13,750.00	\$13,750.00	\$13,750.00	\$13,750.00
Typical 8 Phase Intersection Rewire Main St. at "G" Ave. (Example) <i>Fiscal Year 2018-2019</i>	1	Each	\$14,025.00	\$14,025.00	\$14,100.00	\$14,100.00
Typical 8 Phase Intersection Rewire Main St. at "G" Ave. (Example) <i>Fiscal Year 2019-2020</i>	1	Each	\$14,300.00	\$14,300.00	\$14,500.00	\$14,500.00
Typical 8 Phase Intersection Rewire Main St. at "I" Ave (Example) <i>Fiscal Year 2017-2018</i>	1	Each	\$15,850.00	\$15,850.00	\$14,100.00	\$14,100.00
Typical 8 Phase Intersection Rewire Main St. at "I" Ave (Example) <i>Fiscal Year 2018-2019</i>	1	Each	\$16,165.00	\$16,165.00	\$14,900.00	\$14,900.00
Typical 8 Phase Intersection Rewire Main St. at "I" Ave (Example) <i>Fiscal Year 2019-2020</i>	1	Each	\$16,500.00	\$16,500.00	\$15,500.00	\$15,500.00
Description	Est. Qty	UOM	Markup Percentage	Extended Price (Est. Qty x [1 + Markup %])	Markup Percentage	Extended Price (Est. Qty x [1 + Markup %])
Material Markup Percentage <i>Fiscal Year 2017-2018</i>	1000	%age	15%	\$1,150.00	15%	\$1,150.00
Material Markup Percentage <i>Fiscal Year 2018-2019</i>	1000	%age	15%	\$1,150.00	15%	\$1,150.00
Material Markup Percentage <i>Fiscal Year 2019-2020</i>	1000	%age	15%	\$1,150.00	17%	\$1,170.00
Section 2 Total				\$110,955.30		\$106,126.21

Aegis ITS was deemed non-responsive after failing to comply with the minimum requirements as stated in the bid

# RFB 2016-17-015 - Traffic Signal Maintenance

Section 3 - Service Response		Siemens Industry, Inc. Riverside, CA										Aegis ITS Anaheim, CA										
Position/Title	Est.	Fiscal Year 1 Hourly Rate			Fiscal Year 2 Hourly Rate			Fiscal Year 3 Hourly Rate			Extended Total (total of hourly rates from left)	Fiscal Year 1 Hourly Rate			Fiscal Year 2 Hourly Rate			Fiscal Year 3 Hourly Rate			Extended Total (total of hourly rates from left)	
	Qty	Reg.	OT	Prime	Reg.	OT	Prime	Reg.	OT	Prime		Reg.	OT	Prime	Reg.	OT	Prime	Reg.	OT	Prime		
Field Supervisor	1	\$110.00	\$110.00	\$110.00	\$112.25	\$112.25	\$112.25	\$114.50	\$114.50	\$114.50	\$1,010.25	\$110.00	\$165.00	\$198.00	\$113.00	\$170.00	\$204.00	\$117.00	\$175.00	\$210.00	\$1,462.00	
Traffic Signal Technician I (I.M.S.A.)	1	\$75.00	\$93.00	\$105.00	\$76.50	\$95.00	\$107.00	\$78.00	\$97.00	\$109.00	\$835.50	\$99.30	\$137.00	\$174.00	\$102.25	\$141.00	\$179.50	\$105.30	\$145.00	\$185.00	\$1,268.35	
Traffic Signal Technician II (I.M.S.A.)	1	\$88.00	\$125.00	\$158.00	\$89.75	\$127.50	\$161.00	\$91.55	\$130.00	\$164.25	\$1,135.05	\$99.30	\$137.00	\$174.00	\$102.25	\$141.00	\$179.50	\$105.30	\$145.00	\$185.00	\$1,268.35	
Traffic Signal Technician III (I.M.S.A.)	1	\$90.00	\$130.00	\$160.00	\$91.80	\$132.50	\$163.25	\$93.75	\$135.25	\$166.55	\$1,163.10	\$99.30	\$137.00	\$174.00	\$102.25	\$141.00	\$179.50	\$105.30	\$145.00	\$185.00	\$1,268.35	
Street Light Technician (I.M.S.A)	1	\$88.00	\$125.00	\$158.00	\$89.75	\$127.50	\$161.00	\$91.55	\$130.00	\$164.25	\$1,135.05	\$99.30	\$137.00	\$174.00	\$102.25	\$141.00	\$179.50	\$105.30	\$145.00	\$185.00	\$1,268.35	
Fiber Optic Technician (I.M.S.A)	1	\$88.00	\$125.00	\$158.00	\$89.75	\$127.50	\$161.00	\$91.55	\$130.00	\$164.25	\$1,135.05	\$102.40	\$141.50	\$180.50	\$105.50	\$146.00	\$186.00	\$108.50	\$150.00	\$191.50	\$1,311.90	
Utility Forman (I.M.S.A)	1	\$105.00	\$145.00	\$173.00	\$107.00	\$148.00	\$176.50	\$109.00	\$151.00	\$180.00	\$1,294.50	\$110.00	\$165.00	\$198.00	\$113.00	\$170.00	\$204.00	\$117.00	\$175.00	\$210.00	\$1,462.00	
Utility Crane Operator (I.M.S.A)	1	\$105.00	\$145.00	\$173.00	\$107.00	\$148.00	\$176.50	\$109.00	\$151.00	\$180.00	\$1,294.50	\$110.00	\$165.00	\$198.00	\$113.00	\$170.00	\$204.00	\$117.00	\$175.00	\$210.00	\$1,462.00	
Utility Grounds-man (I.M.S.A)	1	\$75.00	\$93.00	\$105.00	\$76.50	\$95.00	\$107.00	\$78.00	\$97.00	\$109.00	\$835.50	\$99.30	\$137.00	\$174.00	\$102.25	\$141.00	\$179.50	\$105.30	\$145.00	\$185.00	\$1,268.35	
Utility Painter (I.M.S.A)	1	\$88.00	\$125.00	\$158.00	\$89.75	\$127.50	\$161.00	\$91.55	\$130.00	\$164.25	\$1,135.05	\$99.30	\$137.00	\$174.00	\$102.25	\$141.00	\$179.50	\$105.30	\$145.00	\$185.00	\$1,268.35	
Section 3 Total											\$10,973.55	Section 3 Total										\$13,308.00
NOTE: Prime time rate will require prior approval from the City.																						

Aegis ITS was deemed non-responsive after failing to comply with the minimum requirements as stated in the bid

## RFB 2016-17-015 - Traffic Signal Maintenance

	Siemens Industry, Inc. Riverside, CA	Aegis ITS Anaheim, CA
<b>Section 1 - Preventative Maintenance Total</b>	\$6,328.00	\$5,922.00
<b>Section 2 - Extra Work Total</b>	\$110,955.30	\$106,126.21
<b>Section 3 - Service Response Total</b>	\$10,973.55	\$13,308.00
<b>TOTAL BID AMOUNT</b>	<b>\$128,256.85</b>	<b>\$125,356.21</b>
Submitted Bid	\$19,616.50	\$125,347.00
Difference	\$108,640.35	\$9.21

Aegis ITS was deemed non-responsive  
after failing to comply with the  
minimum requirements as stated in the  
bid

THIS PAGE LEFT INTENTIONALLY BLANK

City of Hesperia  
STAFF REPORT



**DATE:** May 16, 2017

**TO:** Mayor and Council Members

**FROM:** Nils Bentsen , City Manager **SECOND READING AND ADOPTION**

**BY:** Mike Blay, Director of Development Services  
Dave Reno, Principal Planner  
Daniel Alcayaga, Senior Planner

**SUBJECT:** Development Code Amendment DCA17-00002 adopting the Commercial Community Enhancement Ordinance (CCEO); Applicant: City of Hesperia; Area affected: City-wide

---

### RECOMMENDED ACTION

The Planning Commission recommends that the City Council introduce and place on first reading Ordinance No. 2017-10 approving DCA17-00002, the Commercial Community Enhancement Ordinance (CCEO).

The Ordinance includes modifications that were made by the Council during first reading on May 16, 2017. No massage establishment may be located within two thousand (2000) feet from a school. Existing, legally established businesses affected by this Ordinance are permitted to relocate within the City until November 6, 2017, except to locations on Bear Valley Road, Main Street, and Ranchero Road.

### BACKGROUND

In recent years, the City of Hesperia has experienced deteriorating commercial neighborhoods, as well as increased public safety costs, which negatively impact the quality of life within the City and compromises the City's ability to provide services and attract new businesses. On March 7, 2017, the City Council adopted an urgency interim ordinance imposing a 45 day moratorium on certain type of businesses including: 1. gold exchange and pawnshop businesses; 2. hydroponic stores; 3. hookah lounges, vape shops and smoke shops; and 4. businesses that allow for the sale of drug paraphernalia; and 5. money service businesses. Money services businesses include, but are not limited to, payday loan, check cashing and car title loan businesses. Staff will be requesting that the City Council adopt a 10 month and 15 day extension at the April 18, 2017 meeting.

In 2015, the City of Victorville adopted an ordinance prohibiting new establishments of these types of businesses largely based on testimony by public safety officials and calls for service. Victorville's analysis showed that although permitted in many parts of the high desert, they are considered problematic around the country, especially when concentrated along commercial corridors. A number of problematic businesses operate in the High Desert, and the analysis showed that cities outside of the area already prohibit and/or limit these businesses. Since Victorville adopted their Ordinance, Hesperia has experienced additional requests to locate these businesses in the City.

## ISSUES/ANALYSIS

On April 13, 2017, the Planning Commission voted 4-0 (with one Commissioner absent) recommending that City Council approve the Commercial Community Enhancement Ordinance. The Commission questioned if there was a target number of certain problematic businesses that the City would like to have. Staff stated that there is no right number and that the recommendation to prohibit was related to their propensity to cause crime and other problems. The Commission questioned if the City could cap the number of problematic businesses, and if a good operator of an existing store could open a new store. The City Attorney clarified that they Commission can recommend a cap on the number of businesses. As written, no new businesses could be allowed, even if the existing businesses wanted to open a similar store or move to a different location. Commissioner questioned if the Ordinance was creating a new standard for existing businesses and a standard for new businesses. In most cases, no new stores would be allowed; therefore, there would not be a new standard for new businesses, as they would be prohibited. Only new massage facilities and stores selling tobacco or tobacco paraphernalia would be subject to new standards. If a store wishes to sell tobacco and related products, they could do so only with a limited display area. Under state law the City is unable to prohibit massage facilities or personnel that are state certified. Commissioners questioned if the Ordinance was on solid ground by prohibiting certain businesses. The City Attorney stated that cities are able to ban certain types of businesses, as has been the case with medical marijuana dispensaries. The Commission questioned how the City is able to distinguish between drug paraphernalia and tobacco paraphernalia when they are legal products and can be sold at regular stores. Staff clarified that the City is not prohibiting tobacco paraphernalia, the regulations are only limiting where they can be sold and the display size area.

The negative impacts of certain problematic businesses are adversely affecting the commercial lease rates and therefore are attracting less desirable and more problematic businesses in the City. The City finds that based on the reasons listed below, these uses pose a threat to the general health, safety and welfare of Hesperia and its residents and recommended that the City Council amend the Hesperia Municipal Code to regulate and/or prohibit such uses.

**Gold Exchange and Pawnshop Businesses:** Gold exchange and pawnshop businesses are associated with a higher volume of police calls than other businesses in Hesperia and are indirectly linked to other crimes by being in the business of exchanging goods for money and/or their tendency to keep large amounts of cash on-site. Gold exchange and pawnshop businesses enhance and expedite the ability of criminals to receive cash in exchange for stolen goods because they provide a location and a means to dispose of stolen property.

**Hydroponic Stores:** Hydroponic stores are directly linked to crime and illegal activity by being in the business of supporting the use and cultivation of marijuana, a Schedule 1 narcotic as defined by the United States Controlled Substances Act. These stores typically provide all the necessary supplies and general information used to cultivate marijuana. Stand-alone hydroponic stores became prevalent in urbanized areas only after California medical marijuana laws were passed. As hydroponic stores are typically associated with marijuana cultivation, they contribute to an increased amount of illegal narcotics within Hesperia. The proposed Amendments prohibit hydroponic stores, unless accessory to a home improvement store.

**Hookah Lounges, Vape Shops and Smoke Shops:** Hesperia has a larger population percentage of minors (30%-36%) as compared to the state average (25%) and therefore has a higher number of minors at risk of exposure to tobacco products and services. The U.S. Food and Drug Administration (FDA) does not currently regulate electronic smoking devices and the potential health risks of vaping are not yet fully understood by the general population, especially youth.

Under California law, it is currently illegal to sell an electronic cigarette device to a minor; however, this law does not prohibit minors from purchasing e-liquids that are sold separately from the electronic smoking device, including both nicotine-based liquids and non-nicotine liquids. Since vape shops increasingly sell e-liquids (including candy and fruit varieties) separately from the electronic smoking devices, it is necessary for the City to regulate or prohibit these establishments. Hookah lounges, vape shops and smoke shops create a social environment where people can gather to vape and smoke; sometimes, these businesses will also have TVs, a DJ, or provide food and drink. The use of electronic smoking devices and other smoking devices indoors undermines existing clean indoor air laws and exposes customers and employees to potentially hazardous chemicals, such as formaldehyde, acetaldehyde, lead, nickel, and chromium.

In addition, over eight percent of all tobacco retailers statewide were witnessed unlawfully selling to minors in 2012, and tobacco stores (defined as businesses in which at least 80 percent of merchandise was tobacco products) sold to minors at a much higher rate than the statewide average, as high as 20.5 percent according to the 2012 report by the State Health Officer's Report on Tobacco Use and Promotion in California by the California Department of Public Health. Finally, many cigarette, tobacco, vape and smoke shops sell items that are commonly known to be drug paraphernalia, including bongos and pipes used to smoke methamphetamine and other illicit drugs, and claim that such items are intended for tobacco use.

**Drug Paraphernalia:** California law prohibits the sale of "drug paraphernalia," nevertheless many retailers sell items that are commonly known to be "drug paraphernalia," including bongos and pipes used to smoke methamphetamine and other illicit drugs, claiming that such items are intended for tobacco use. The City has seen a proliferation and concentration of retailers who sell drug paraphernalia in recent years.

**Negative Effects of Money Service Businesses:** Allowing money service businesses in certain zoning areas may create or exacerbate undue concentrations of businesses in the City offering short-term, high interest loans near or adjacent to residential areas. This is a concern because these businesses generally make a profit by taking advantage of residents who are low income and in need of money quickly. A borrower will agree to a short-term loan with a high interest rate, using his/her car title, or other personal asset, as collateral. Oftentimes, because the interest rate on the loans is so high, the borrower is not able to make timely loan payments. Once the borrower defaults, he/she is then forced to surrender the car or other personal asset to repay the loan.

The number of check cashing businesses has increased sharply in the past years throughout the State of California and in the City of Hesperia. Such increases have had a negative impact on low-income minority communities which appear to be the targets of check cashing or cashier businesses. A study by the Urban Law and Public Policy Institute revealed that 57% of African-

Americans and 49% of Hispanics live within one (1) mile of a check cashing business. In addition 42% of households with incomes of less than \$25,000 live within one (1) mile of check cashing business in California. A study by the Progressive Policy Institute revealed that a traditional bank account is the first step toward giving low-income Americans access to mainstream tools for wealth creation now taken for granted by the middle-class. A statewide survey in California indicated that 28% of consumers without a traditional checking account cash their checks primarily at a check cashing institutions. According to the Federal Trade Commission and Consumer Reports, because of the high fees paid for these short-term loans and check cashing services, borrowers can become locked in a cycle of borrowing in which they may pay the equivalent of more than 900% annual percentage rate interest on their loan. In California, the fee for a payday loan can be up to \$17.50 for every \$100 borrowed, up to the maximum of \$300. The annual percentage rate for such a transaction is: 911% for a one-week loan; 456% for a two-week loan and 212% for a one-month loan.

The City, like many other cities in California, has found that limiting the establishment of money service businesses has helped prevent residents from impulsively committing to these loans by decreasing accessibility to these businesses. The City has found that the money service businesses constitute a threat to public safety and increase the economic and financial vulnerability of Hesperia residents.

**Commercial Community Enhancement Ordinance (CCEO):** The proposed Ordinance prohibits the establishment of new gold exchange businesses (unless accessory to a jewelry store); hydroponic shops (unless accessory to a home improvement store); money service businesses; pawn shops; smoking lounges; and smoke shops. The sale of tobacco products and paraphernalia must be associated with a business that sells alcohol. Display areas for tobacco products are limited to 10% of the floor area for per business, and display areas for paraphernalia shall not exceed a 2 foot in depth by 4 foot in length section of a single shelf space.

**Massage Facilities:** The CCEO amends Chapter 5.20 pertaining to massage facilities. The City has been experiencing illegal activity as it pertains to prostitution and unlicensed massage services. Therefore, every person performing massage services for compensation shall obtain and maintain a valid state massage certification from the State Massage Therapy Council. In addition, no new massage establishment may be located within three thousand (3,000) feet of another massage establishment or within six hundred (600) feet of an elementary, secondary or high school. In 2008, the California Massage Therapy Council (CAMTC) was established to administer a certification process for massage professional. CAMTC is responsible for verifying the authenticity of a massage professional by verifying educational requirements and conducting background checks. CAMTC takes certain disciplinary action, including suspending or revoking a certificate, if the certificate holder has been arrested, charged with crimes or falsifies information. The Amendments will no longer provide massage professionals the option of undergoing the background check process and meeting the education criteria established by the City's Municipal Code, instead all massage professionals must possess CAMTC certification in Hesperia.

**Environmental:** Approval of the Development Code Amendment is exempt from the requirements of the California Environmental Quality Act per Section 15061(b)(3), where it can be seen with certainty that there is no significant effect on the environment. The proposed Development Code Amendment is also exempt from the requirements of the California Environmental Quality Act by Section 16.12.415(B)(10) of the City's CEQA Guidelines, as



Development Code Amendments are exempt if they do not propose to increase the density or intensity allowed in the General Plan.

**Conclusion:** Staff supports the Commercial Community Enhancement Ordinance, as it aids in improving the quality of life of residents of Hesperia by creating an attractive, cleaner and safer community. The Ordinance will improve Hesperia's ability to provide services by reducing service calls to problematic businesses and attract quality new businesses with higher volume sales and higher business success rates. The Ordinance is consistent with the Land Use and Safety Elements of the General Plan, and is necessary to protect the general health, safety and/or welfare of the community.

#### **FISCAL IMPACT**

None.

#### **ALTERNATIVE(S)**

1. Provide alternative direction to staff.

#### **ATTACHMENT(S)**

1. Ordinance No. 2017-10
2. Ordinance Exhibit 'A'

## ORDINANCE NO. 2017-10

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, ADOPTING A DEVELOPMENT CODE AMENDMENT PROHIBITING AND REGULATING CERTAIN LAND USES, ALSO KNOWN AS THE COMMERCIAL COMMUNITY ENHANCEMENT ORDINANCE (DCA17-00002)**

**WHEREAS**, on January 5, 1998, the City Council of the City of Hesperia adopted Ordinance No. 250, thereby adopting the Hesperia Municipal Code; and

**WHEREAS**, on September 2, 2008, the City Council of the City of Hesperia adopted Ordinance No. 2008-12, thereby adopting the Main Street and Freeway Corridor Specific Plan; and

**WHEREAS**, the Commercial Community Enhancement Ordinance (CCEO) applies City-wide, including areas of the Main Street and Freeway Corridor Specific Plan;

**WHEREAS**, in recent years the City of Hesperia has experienced deteriorating commercial neighborhoods and increased public safety costs, which negatively impact the quality of life within Hesperia and compromises Hesperia's ability to provide services and attract new businesses; and

**WHEREAS**, the City Council finds that prohibiting and regulating certain land uses will assist in creating a safer community by eliminating the ability of certain harmful businesses to locate in Hesperia, thus deterring the patrons of these businesses from loitering in retail areas which may occur due to the nature and operations of certain land uses; and

**WHEREAS**, the City Council finds that prohibiting and regulating certain businesses in commercial neighborhoods will create a safer community by improving the perception people and business owners have about Hesperia; and

**WHEREAS**, the City Council finds that prohibiting and regulating certain uses in commercial neighborhoods will create a safer community by attracting quality businesses to Hesperia, therefore improving the strength and vitality of retail neighborhoods; and

**WHEREAS**, the City Council finds that prohibiting and regulating certain uses will create an attractive, cleaner community by keeping undesirable businesses out of commercial areas and attracting desirable businesses and owners to commercial neighborhoods; and

**WHEREAS**, the City Council finds that prohibiting and regulating certain businesses in commercial neighborhoods will increase lease rates and increase per capita sales revenue by attracting quality new businesses with higher volume sales and higher business success rates; and

**WHEREAS**, with respect to Gold Exchange, Money Service Business and Pawn Shops, the City Council hereby finds and declares that:

- The pawn shop definition is derived from definitions provided by the California Financial Code Section 21000 and the California Business and Professions Code Section 21626 as applicable; and
- Gold exchange, money service businesses, and pawnshop businesses are associated with a higher volume of police calls than other businesses in Hesperia and are indirectly

linked to other crimes by being in the business of exchanging goods for money and/or their tendency to keep large amounts of cash on-site; and

- Money service, gold exchange, and pawnshop businesses take advantage of lower income individuals with less options for banking and/or loan services; and
- Money service, gold exchange, and pawnshop businesses are indirectly associated with crime due to the nature of the business in which an exchange of goods and/or checks for cash occurs on-site; and
- Gold exchange and pawnshop businesses enhance and expedite the ability of criminals to receive cash in exchange for stolen goods because they provide a location and a means to dispose of stolen property; and
- Hesperia currently has eight money service businesses to serve a population of approximately 93,226; and
- prohibiting money service, gold exchange, and pawnshop businesses from operating in Hesperia will protect the general health, safety and welfare of the residents; and

**WHEREAS**, with respect to Hydroponics Stores, the City Council hereby finds and declares that:

- Hydroponic stores are directly linked to crime and illegal activity by being in the business of supporting the use and cultivation of a Schedule 1 narcotic as defined by the United States Controlled Substances Act; and
- Hydroponic stores typically provide all mediums, supplies, and general information used to cultivate marijuana; and
- stand-alone hydroponic stores became prevalent in urbanized areas only after California Medical marijuana laws were passed; and
- Hydroponic stores are typically associated with marijuana cultivation and may contribute to an increased amount of illegal narcotics within Hesperia; and
- Prohibiting hydroponic stores from operating in Hesperia will protect the general health, safety and welfare of the residents; and

**WHEREAS**, with respect to Tobacco Uses, the City Council hereby finds and declares that:

- Based in part on the information contained in this section, the failure of tobacco retailers to comply with all tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents an imminent threat to the public health, safety, and welfare of the residents of the Hesperia; and
- Approximately 480,000 people die in the United States from tobacco-related diseases every year, making tobacco use the nation's leading cause of preventable death according to the U.S. Department of Health and Human Services; and
- 5.6 million of today's Americans who are younger than 18 are projected to die prematurely from a smoking-related illness according to the U.S. Department of Health and Human Services; and
- A November 2011 Policy Brief by Healthy High Desert mentioned that tobacco use continues to be a significant health risk factor in the High Desert with 20% of adults and 15% of high school seniors smoking cigarettes. In addition, one in five high school students uses marijuana; and
- The California Legislature has recognized the danger of tobacco use and has made reducing youth access to tobacco products a high priority, as evidenced by the facts that:

- The Legislature has declared that smoking is the single most important source of preventable disease and premature death in California (Cal. Health & Safety Code§ 118950); and
- State law prohibits the sale or furnishing of cigarettes, tobacco products, and tobacco paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors (Cal. Pen. Code§ 308); and
- State law prohibits the manufacture, distribution, or sale of cigarettes in packages of less than 20 and prohibits the manufacture, distribution, or sale of "roll-your-own" tobacco in packages containing less than 0.60 ounces of tobacco (Cal. Pen. Code § 308.3); and
- State law prohibits the sale or furnishing of electronic cigarettes to minors (Cal. Health & Safety Code§ 119405); and
- State law explicitly permits cities and counties to enact local tobacco retail ordinances, and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3); and
- California courts have affirmed the power of Hesperia to regulate business activity to discourage violations of law. (See, e.g., Cohen v. Board of Supervisors, 40 Cal. 3d 277 (1985); Bravo Vending v. City of Rancho Mirage, 16 Cal. App. 4th 383 (1993); Prime Gas, Inc. v. City of Sacramento, 184 Cal. App. 4th 697 (2010)); and
- despite the State's efforts to limit youth access to tobacco, minors are still able to access cigarettes, as evidenced by the facts that:
- In California, 36.8 percent of high school students have smoked a whole cigarette by 14 years of age according to a 2012 report from the California Department of Public Health; and
- In California, 64 percent of adult smokers started by the age of 18 according to a 2012 report from the California Department of Public Health; and
- Among middle school students who were current cigarette users in 2004, 70.6 percent were not asked to show proof of age when they purchased or attempted to purchase cigarettes from a store, and 66.4 percent were not refused purchase because of their age based on a study published by the U.S. Department of Health and Human Services in 2005; and
- California retailers continue to sell tobacco to underage consumers, evidenced by the following:
- 7.6 percent of all tobacco retailers were witnessed unlawfully selling to minors in 2013 according to the California Department of Public Health; and
- Hesperia has a larger population percentage of minors (36%) as compared to the state average (25%) and therefore has a higher number at risk of exposure to tobacco products and services; and
- The Institute of Medicine recommends restricting the number and location of tobacco outlets to discourage tobacco use and to reduce tobacco-related disease; and
- Retailers that have state licenses to sell alcohol are accustomed to complying with state law licensing requirements and laws requiring age verification because they face fines, license suspension, and license revocation if they sell alcohol to persons under age 21; and
- Retailers that have a state license to sell alcohol for consumption off the premises must be approved through a state application process. Factors examined upon such applications, including whether there is an overconcentration of retailers in an area and whether a retailer is too close to residences or areas frequented by youth are also relevant to whether a retailer should be granted the right to sell tobacco; and

- Efforts to decrease perceptions of smoking as a socially acceptable behavior in bars, nightclubs and other establishments where smoking is permitted may help reduce smoking among young adults according to the American Journal of Public Health; and
- Exemptions from smoke free air laws have facilitated the emergence of niche tobacco markets, such as hookah bars and tobacco shops; and
- Separating places where smoking is permitted from places where tobacco is sold is necessary to promote the health of our residents by reducing impulsive smoking and social pressure to smoke; and

**WHEREAS**, with respect to Smoke/Vape Shops and Smoking/Hookah Lounges, the City Council incorporates the tobacco recitals hereinabove and further finds and determines that:

- The need to prohibit new smoke/vape shops and smoking/hookah lounges based on those recitals and the recitals within this Section in order to protect for the health, safety and welfare of the residents of Hesperia; and
- There exists a lack of state and federal control on E-cigarettes and other tobacco and tobacco related products; and
- The U.S. Food and Drug Administration (FDA) does not currently regulate electronic smoking devices and the potential health risks of vaping are not yet fully understood by the general population, especially youth; and
- Under California law it is currently illegal to sell an electronic cigarette device to a minor, however, this law does not prohibit minors from purchasing e-liquids that are sold separately from the electronic smoking device, including both nicotine-based liquids and non-nicotine liquids; and since vape shops increasingly sell e-liquids (including candy and fruit varieties) separately from the electronic smoking devices, the City Council wishes to prohibit these establishments; and
- Hookah lounges, vape shops and smoke shops create a social environment where people can comfortably gather to vape and smoke; sometimes, these businesses will also have TVs, a DJ, or food and drink. The use of electronic smoking devices and other smoking devices indoors undermines existing clean indoor air laws and exposes customers and employees to potentially hazardous chemicals, such as formaldehyde, acetaldehyde, lead, nickel, and chromium, and negatively impacts neighboring businesses; and
- Numerous California cities have adopted moratorium ordinances to prevent new vape shops from entering the market and more than 70 cities and counties in California have regulations pertaining specifically to the sale of electronic smoking devices; and
- Over 8 percent of all tobacco retailers statewide were witnessed unlawfully selling to minors in 2012, and tobacco stores (defined as businesses in which at least 80 percent of merchandise was tobacco products) sold to minors at a much higher rate than the statewide average, as high as 20.5 percent according to the 2012 report by the State Health Officer's Report on Tobacco Use and Promotion in California by the California Department of Public Health; and
- Many cigarette, tobacco, vape and smoke shops sell items that are commonly known to be drug paraphernalia, including bongs and pipes used to smoke methamphetamine and other illicit drugs, and claim that such items are intended for tobacco use; and

**WHEREAS**, with respect to Drug Paraphernalia, the City Council hereby finds and declares that:

- State law prohibits sales of "drug paraphernalia"; and
- Many retailers nevertheless sell items that are commonly known to be "drug paraphernalia," including bongs and pipes used to smoke methamphetamine and other illicit drugs, claiming that such items are intended for tobacco use; and
- Several California cities require compliance with state drug paraphernalia laws as a condition of obtaining and maintaining a local business license; and

**WHEREAS**, with respect to Massage Establishments, the City Council hereby finds and declares that adopting a distance limitation and requiring all massage technicians to carry CAMTC certification is necessary due to the potential for illegal activity associated with those uses and for the protection of the health, safety and welfare of the citizens of Hesperia; and

**WHEREAS**, this Commercial Community Enhancement Ordinance will assist in implementing the Goals and Policies of the Land Use and Safety Elements of the General Plan by protecting existing development from incompatible land uses, ensuring the integrity of each land use district, enhancing the appearance of the Hesperia community; and ensure adequate police protection capabilities by reducing the impacts on law enforcement personnel; and

**WHEREAS**, the proposed Development Code amendment is exempt from the California Environmental Quality Act (CEQA) per Section 15061(b)(3), where it can be seen with certainty that there is no significant effect on the environment. The proposed Development Code Amendment is also exempt from the requirements of the California Environmental Quality Act by Section 16.12.415(B)(10) of the City's CEQA Guidelines, as Development Code Amendments are exempt if they do not propose to increase the density or intensity allowed in the General Plan; and

**WHEREAS**, on April 13, 2017, the Planning Commission of the City of Hesperia conducted a duly noticed public hearing pertaining to the proposed Development Code Amendment and concluded said hearing on that date; and

**WHEREAS**, on May 16, 2017, the City Council of the City of Hesperia conducted a duly noticed public hearing pertaining to the proposed Development Code Amendment and concluded said hearing on that date; and

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

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

Section 1. The City Council hereby specifically finds that all of the facts set forth in this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to the Commission, including written and oral staff reports, the Commission specifically finds that the proposed Resolution is consistent with the goals and objectives of the adopted General Plan.

Section 3. Based on the findings and conclusions set forth in this Resolution, this Commission hereby recommends adoption of Development Code Amendment DCA17-00002, adopting the Commercial Community Enhancement Ordinance as shown on Exhibit "A."

Section 4. This ordinance shall take effect 30 days from the date of adoption. Notwithstanding this ordinance, existing, legally established businesses affected by this ordinance are permitted to relocate within the City (except to locations along Bear Valley Road, Ranchero Road and Main Street) until November 6, 2017; provided such businesses obtain all permits and approvals required for the new location (which were required prior to adoption of this ordinance). As of the effective date of this ordinance, Urgency Ordinance No. 2017-07 is repealed and of no further force or effect.

Section 5. The City Clerk shall certify to the adoption of this 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** on this 6th day of June 2017.

---

Paul Russ, Mayor

ATTEST:

---

Melinda Sayre  
City Clerk

## EXHIBIT “A”

The following definitions in Chapter 16.08 shall be renumbered as follows:

Electrical generating stations shall be moved to Section 16.08.207

Electrical substation shall be moved to Section 16.08.208

The following definitions shall be added to Chapter 16.08 (additions are in underlined red text and deletions are shown with ~~red and strikethrough~~):

16.08.187 "Drug Paraphernalia" has the meaning set forth in California Health & Safety Code Section 11014.5, as that Section may be amended from time to time.

16.08.209 "Electronic smoking product and/or device" (also known as "electronic cigarette," "e-cigarette," "electronic nicotine delivery system," "e-cigar," "e-cigarillo," "e-pipe," "e-hookah," "hookah pen," "vape pen" etc.) shall mean a battery operated device used to inhale a vaporized liquid solution that frequently, though not always, contains nicotine.

16.08.227 "Financial Institution" consists of an establishment, facility or institution, such as a bank and credit union, involved in financial transactions, including the custody, deposit, investment, loan, exchange, or issuance of money. A financial institution is also registered with and regulated by the Securities and Exchange Commission or the Commodity Futures Trading Commission

16.08.334 "Hydroponic store" shall mean any business whose primary sales consist of product and apparatus used for growing plants without soil or in a non-soil medium such as water or other nutrient rich solutions; with or without an inert medium (i.e. gravel, perlite, etc.), and/or controlled conditions of light, temperature, and humidity. For the purpose of this Title, hydroponic stores also include businesses whose sales include grow lights (i.e. plant lights), artificial light sources, and other supplies typically used for hydroponics as the primary use. Hydroponics stores are also synonymous with aeroponics, aquaculture, fogponics, etc.

16.08.537 "Money service business" consists of a business whose primary function is to provide cash to patrons in exchange for personal and business checks and money orders and to perform similar financial transactions for a service fee or commission. This term also applies to a business that offers a short-term loan in which the borrower's car title, or other personal asset, is used as collateral. Money service businesses include, but are not limited to, payday loan, check cashing and car title loan businesses. "Money service business" does not include a state or federally chartered bank, savings association, credit union or industrial loan company. This term also does not apply to a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cash checks or issues money orders for a minimum flat fee not exceeding two dollars (\$2.00) per transaction as a service to its customer that is incidental to its main purpose or business.

16.08.642 "Pawnshop" any business whose primary operations include lending money on the security of pledged goods left in pawn, or in the business of purchasing tangible personal property to be left in pawn on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time. This definition shall also include businesses that purchase tangible personal property such as precious metals with the intent to resell items



## ATTACHMENT 2

in bulk and/or deconstructed, establishments known variously as gold buying, gold exchange, etc., as determined by Planning Department.

16.08.763 "Smoking lounge" a business establishment that is dedicated, in whole or in part, to the smoking of tobacco or other legal substances and vaporizing, including, but not limited to, establishments known variously as cigar lounges, hookah cafes, hookah lounges, tobacco clubs, tobacco bars, vape, vapor cafes, vapor lounges, etc. (collectively referred to as "smoking lounge(s)).

16.08.764 "Smoke shop" shall mean an establishment that either devotes more than 10 percent of its total floor area to tobacco products, including paraphernalia, or devotes more than a 2 foot depth by 4 foot length section of a single shelf space for display for sale of tobacco paraphernalia.

16.08.843 "Tobacco paraphernalia" shall mean any paraphernalia, equipment, device, or instrument that is primarily designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body of tobacco, tobacco products, or other controlled substances as defined in California Health and Safety Code Section 11054 et seq. Items or devices classified as tobacco paraphernalia include but are not limited to the following: pipes, punctured metal bowls, bong, water bong, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookahs, and devices for holding burning material. Lighters and matches shall be excluded from the definition of tobacco paraphernalia.

16.08.844 "Tobacco product" product shall mean any product in leaf, flake, plug, liquid, or any other form, containing nicotine derived from the tobacco plant, or otherwise derived, which is intended to enable human consumption of the tobacco or nicotine in the product, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means. For the purposes of this chapter, the term "tobacco product" excludes any product that has been specifically approved by the United States Food and Drug Administration (FDA) for sale as a tobacco/smoking cessation product or for other medical purposes, where such product is marketed and sold solely for such an approved purpose.

**Section 16.16.074 shall be amended as follows (additions are in underlined red text and deletions are shown with ~~red and strikethrough~~):**

16.16.074 – Commercial Community Enhancement Ordinance ~~Internet sweepstakes café prohibited.~~

The following uses are prohibited because it has been determined that such uses contribute to the decline of the health, safety and welfare of City residents and create blight, deter quality businesses from operating or otherwise create a sense of economic decline in commercial neighborhoods. This Ordinance is applies City-wide, including areas within the Main Street and Freeway Corridor Specific Plan.

The uses listed below are not a comprehensive list of all prohibited uses. Other uses not listed as either permitted and conditional permitted or within this prohibited use section, may be determined permitted or prohibited by the Director Development Services or designee based upon the similarity of other uses. Any use which violates local, state or federal laws is also prohibited.

**(a) Prohibited uses**

- (1) Gold exchange businesses (unless accessory to a jewelry store).
- (2) Hydroponic shops (unless accessory to a home improvement store).
- (3) Money service businesses.
- (4) Pawn shops.
- (5) Smoking lounges.
- (6) Smoke shops.
- (7) An internet sweepstakes café, as defined in Section 16.08.347, is prohibited within the City of Hesperia.

**C. Tobacco product and paraphernalia sales requirements**

- (1) No license may be issued to authorize retail tobacco product and paraphernalia sales at any location that is not licensed under state law to sell alcoholic beverages for consumption off the premises (e.g. an "off-sale" license issued by the California Department of Alcoholic Beverage Control).
- (2) The display area of tobacco products, including paraphernalia, shall not exceed 10 percent of the total floor area of a business establishment.
- (3) The display area devoted to tobacco paraphernalia shall not exceed a 2 foot in depth by 4 foot in length section of a single shelf space.
- (4) The display of tobacco products and paraphernalia shall be located behind a service counter in a manner that prohibits self-service by the customer.
- (5) It shall be a violation of this municipal code for any licensee or any of the licensee's agents or employees to violate any local, state, or federal law regulating controlled substances or Drug Paraphernalia, such as, for example, California Health and Safety Code section 11364.7.
- (6) No smoking or vaping shall be permitted on the premises at any time.
- (7) The sale of tobacco products and paraphernalia to a minor is prohibited.
- (8) No sales may be solicited or conducted on the premises by minors.
- (9) No distribution of free or low-cost tobacco, tobacco products or tobacco paraphernalia, as well as coupons for said items, shall be permitted.

**Editor's note shall be deleted from Section 16.16.074 as follows:**

- ~~• Editor's note — It should be noted that Ord. No. 2013-04 and Ord. No. 2013-05 both provide,  
"A. The City Council further finds as follows: xin-ql  
(1) The City of Hesperia is presently developing regulations for internet sweepstakes cafés to establish reasonable, prudent and thorough regulations concerning the location and design of these facilities in the community that are least likely to injure the general welfare of persons and property in the City of Hesperia. xin-qa  
(2) Without such internet sweepstakes café regulations, the establishment of any internet sweepstakes cafés, based on current regulations, would frustrate and contradict the ultimate goal of such regulations. Pending completion of the internet sweepstakes café regulations, it is foreseeable that additional internet sweepstakes cafés will be established which would contradict such goals and objectives of such regulations; and, xin-ql~~

## ATTACHMENT 2

~~(3) Pending approval of the internet sweepstakes café regulations, the establishment of any additional internet sweepstakes cafés will result in an immediate threat to the public health, safety or welfare of persons and properties within the City of Hesperia.~~

~~B. "Computerized sweepstakes device" shall mean any computer, machine, game or apparatus which, upon insertion of a coin, token, access number, magnetic card or similar object, or upon payment of anything of value, may be operated by the public generally for use in a contest of skill, entertainment, amusement or chance whether or not registering a score, and which provides the user with a chance to win anything of value or any cash payout or anything that could be redeemed, directly or indirectly, for any cash payout and which is not otherwise permitted as gambling, a lottery or as a gaming device under state law.~~

~~C. "Internet sweepstakes café" shall mean any premises upon which a computerized sweepstakes device is located for the use or entertainment of the public, whether or not such premises has other business purposes of any nature whatsoever.~~

~~D. Pending the completion and implementation of the internet sweepstakes café regulations for the Zoning Ordinance, the establishment of any new internet sweepstakes cafés is hereby prohibited and no application for any applicable permits shall be accepted, acted upon or approved.~~

~~E. If any section, subsection, sentence, clause, phrase or any portion of this section is for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction or pre-emptive legislation, such decision or legislation shall not affect the validity of the remaining portions of this section. The city council of the City of Hesperia hereby declares that it would have adopted this section and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions be declared invalid or unconstitutional or preempted by legislation.~~

~~F. This section is enacted under the authority of California Government Code Section 65858(b) and shall be of no further force and effect as of April 2, 2015, unless extended pursuant to the provisions of California Government Code Section 65858.~~

~~G. This section is hereby declared to be an urgency measure pursuant to the terms of California Government Code Section 65858 and 36937(b) and this section shall take effect immediately upon its adoption.~~

~~H. The city clerk shall certify to the adoption of this section and shall cause the same to be posted in three public places within the City of Hesperia pursuant to the provisions of Resolution 93-78.~~

**The following shall be added to Chapter 5.20 - Massage Facilities And Massage Technicians (additions are in underlined red text and deletions are shown with ~~red and strikethrough~~):**

### Section 5.20.028 Distance Limitation Requirements

No massage establishment may be located within three thousand (3,000) feet of another massage establishment or within two thousand (2000) feet of an elementary, secondary or high school.

## ATTACHMENT 2

### 5.20.020 - License application.

A. Any person, firm, corporation or partnership desiring to obtain a permit to operate a massage facility establishment shall file a complete application with all required documentation under penalty of perjury of the laws of the state.

B. Each application for a massage facility license ~~or a massage technician license~~, shall be accompanied by a nonrefundable investigative fee, as specified in Section 5.04.070.

C. An applicant for a license under this chapter shall submit the following information:

1. The full name, driver's license number and aliases, and any aliases heretofore or currently used, for each individual, partner, corporate officer, director or stockholder of applicant;

2. All previous residence addresses for the five years immediately preceding the application for each individual, partner, corporate officer, director or stockholder of applicant;

3. The height, weight, eye color, and hair color of each individual, partner, corporate officer, director or stockholder of the applicant;

4. The business, occupation or employment history of each individual, partner, corporate officer, director or stockholder of each applicant for five years immediately preceding the date of the application;

5. The street address where the licensed activities will be conducted. ~~In the case of a massage technician application, the employer must be a licensed massage facility or licensed massage facilities;~~

6. Disclosure of any prior revocation or suspension of any prior massage facility business license at any location, the reason therefor, and a statement setting forth all massage business activities subsequent to such suspension or revocation. This duty of disclosure shall apply to each individual, partner, corporate officer, director or stockholder of applicant;

7. Disclosure of whether any individual, partner, corporate officer, director, stockholder or other massage personnel of applicant have ever been convicted of an offense involving conduct which requires registration under California Penal Code, Section 290, or of conduct which is a violation of the provisions of California Penal Code, Sections 266i, 315, 316, 318 or 647(b), or for any felony involving the sale of a controlled substance pursuant to Sections 11054 through 11058 of the California Health and Safety Code, or who have been convicted in any other state of an offense which, if committed or attempted in California, would have been punishable as one or more of the laws enumerated in this subsection;

8. ~~Written proof or identification which is acceptable to the city that the applicant for a massage technician license is at least eighteen (18) years of age;~~

9. ~~Two current photographs at least, two inches by two inches in size, for each applicant for a massage technician license;~~

10. Every person performing massage services for compensation shall obtain and maintain a valid state massage certification from the State Massage Therapy Council. ~~In the case of a massage technician application or massage practitioner and massage therapist a written statement from the county health officer stating that the applicant has, within thirty (30) days immediately prior thereto, been examined by a duly licensed physician and found to be free of infectious or communicable disease. Such examination shall include those laboratory tests reasonably related to the license sought and published by the health officer and performed by a laboratory approved or licensed by the state of California, Department of Health Services. Applicants for massage technician licenses shall submit a written report from their private physician and the laboratory reports to the health officer; except that the health officer may require payment of a fee consistent with the fee schedule for the department of public health to cover the cost of the examination and laboratory services if the applicant elects to have the examination and testing conducted by the health officer. An additional fee consistent with the fee schedule for the department of public health shall be required if a chest x-ray is deemed necessary and is conducted by the health officer. Each massage technician shall biannually submit a certificate from a medical doctor designating that the massage technician has, within~~

## ATTACHMENT 2

~~thirty (30) days immediately thereto, been examined and found to be free of communicable disease.~~

~~11. In the case of a massage technician application, proof of passage of the independently prepared and administered national examination through the National Certification Board for Therapeutic Massage and Bodywork (NCTMB).~~

~~12. In the case of a massage technician application, a diploma or certificate of graduation from five hundred (500) hours of cumulative education in the theory, ethics, practice, profession and work of massage, and setting forth the beginning and ending dates of the course from a recognized school of massage as defined in this chapter.~~

~~a. An existing school or institution of learning outside of the state of California may be used if submitted with certified transcripts of the applicant's school records showing date of enrollment, hours of instruction and graduation from a course having at least the minimum requirements prescribed by Article 3 of subchapter 3 of Chapter 21 of Division 1 of Title 5 of the California Code of Regulations, wherein the theory, method, profession and work of massage is taught, and a copy of the school's approval by the state board of education.~~

~~13. A massage practitioner or massage therapist certified by the California Massage Therapy Council (CAMTC) is not subject to undergo the criminal background checks and education requirements of this chapter. A massage facility where the owner is the only person employed by that business and certified by the CAMTC is not required to undergo criminal background checks. Any person performing massage, as defined in this chapter, and not certified by the CAMTC is subject to all the requirements in this chapter.~~

A massage practitioner or massage therapist shall maintain on the premises at all times evidence of their certification for review by local municipal officials.

b. A massage practitioner or massage therapist shall file a copy of the certificate by the CAMTC with the city.

c. A massage practitioner or massage therapist shall maintain their certification while performing massage, as defined in this chapter, in the city.

d. The city shall revoke a license or permit issued to a massage facility if violations of California Business and Professions Code Sections 4600 thru 4620 or the local ordinance, occur on the business premises.

e. The city shall deny or restrict a business license if a massage facility, massage practitioner or massage therapist has provided materially false information.

f. An owner or operator of a massage facility certified by the CAMTC shall be responsible for the conduct of all employees or independent contractors working on the premises of the business.

g. An owner or operator of a massage facility certified by the CAMTC shall notify the city of any rename, management change, or exchange the business to another person occurs.

14. All documents, including a site plan and floor plan, demonstrating compliance with Section 5.04.050, Required Facilities, shall be submitted with any application for a license under this section.

D. The city shall promptly reject as incomplete any application which does not meet all the requirements of this section, and upon written request of the applicant, shall notify the applicant in writing, by first class mail, postage prepaid, to the address supplied to the city by the applicant, of the deficiencies in the application.

E. No application for renewal of a license shall be accepted earlier than ninety (90) days prior to expiration of the license.

### 5.20.050 - License procedures.

A. Upon payment of all fees and successful verifications of the qualifications of the applicant, a ~~massage technician~~, massage practitioner, and massage therapist license shall be issued to the applicant by the city, except as provided in this chapter. A ~~massage technician~~,

## ATTACHMENT 2

massage practitioner, massage therapist or massage facility license shall be denied if the applicant has not met the requirements of this chapter and applicable laws. A ~~massage technician~~, massage practitioner, massage therapist, or massage facility license shall also be denied if the police reports that the applicant, if the application is for a ~~massage technician license~~, or the applicant, massage personnel, owners, operators, partners (if a partnership), or officers, directors or persons holding more than five percent of the stock, if a corporation, or any of them, of the massage business in the case of application for a massage facility license, has, within ten years immediately preceding the date of the application, been convicted of any of the offenses set forth in this chapter or has, within the same time frame, been convicted of any offense in another state which, if committed, or attempted in this state, would have been punishable as one or more of the offenses enumerated in this chapter, or is required to register under Section 290 of the Penal Code, or that a massage facility or ~~massage technician~~ license or similar license or permit held by the applicant or any of the persons referenced in this chapter, has been revoked or suspended for cause within five years prior to the application, or that there were inaccurate statements or misrepresentations or an omission of a material fact in the application or in any document or statement submitted in support thereof. The city shall give notice of denial of a license application by first class mail, return receipt requested, to the applicant at the applicant's address listed in the application.

B. Any person denied a license pursuant to this chapter may appeal the denial to the city council in writing, under the provisions specified in Section 5.04.200.

C. All massage facility licenses issued under this chapter are nontransferable, both as to location and as to the person holding a license. All massage technician licenses issued under this chapter are nontransferable as to the person holding the license.

D. Any massage technician or massage establishment with a valid business license issued prior to the effective date of this chapter may continue to operate under the previous regulations indefinitely, provided that:

1. Their license remains continuously in effect with fees paid;
2. That the licensee is not convicted of a crime of moral turpitude, including the offences listed in Section 5.20.030(C)(7).

**The following definitions in Section 1.04.050 shall be amendment as follows:**

"Massage technician" means and includes any person licensed by the City prior to July 1, 2017 who gives, performs or administers to another person a massage as defined in this section as a matter of business and for consideration whether or not actually received. If the license for a massage technician lapses as described in Section 5.20.050(D), then the massage professional shall become CAMTC certified to resume performing massage services in the City.

~~National certification. The term "national certification" means an independently prepared and administered national certification exam, which has been recognized by objective standards to fairly evaluate professional levels of skill, safety and competence, as determined by the National Commission for Certifying Agencies (NCCA).~~

# City of Hesperia STAFF REPORT



**DATE:** June 6, 2017  
**TO:** Mayor and City Council Members  
**FROM:** Nils Bentsen, City Manager **SECOND READING AND ADOPTION**  
**BY:** Eric Dunn, City Attorney  
Melinda Sayre, City Clerk  
**SUBJECT:** Consideration of Adopting By-District Election Ordinance With District Map

---

## RECOMMENDED ACTION

It is recommended that the City Council consider adopting proposed Ordinance No. 2017-09 to establish a by-district election system in the City.

## BACKGROUND

The City engaged with National Demographics Corporation (NDC) in May of 2016 to facilitate the process of transitioning from an at-large election system to a by-district election system in response to alleged California Voting Rights Act violation claims and threat of litigation received by two separate law firms in late 2015 and early 2016.

Under the requirements of AB 350, which became effective January 1, 2017, the City held two public hearings in which the public was invited to participate and provide input regarding the composition of districts prior to drafting or reviewing any district maps. The City held the duly noticed AB 350 public hearings on March 7, 2017 and March 21, 2017.

The City Council also held public hearings on April 18, 2017 and May 2, 2017 to consider the proposed district maps and sequencing of elections.

On May 16, 2017 following a public hearing the City Council adopted one of the proposed City Council district maps and introduced Ordinance No. 2017-09 to establish by-district elections in the City. The City Council also determined the first election for the City under a by-district system will be held in 2018, and when each seat on the City Council would be subject to the new by-district requirements. Elections will be held in Districts 2, 3 and 4 in 2018; elections will be held in Districts 1 and 5 in 2020.

## Proposed Ordinance No. 2017-09

The proposed ordinance will establish a system of by-district elections in the City. The proposed ordinance establishes five districts in the City and includes as an exhibit the map of the City Council districts selected by the City Council, which was the "Council 1b" map.

## ALTERNATIVES

1. Provide Alternative Direction to Staff

**ATTACHMENTS**

1. Proposed Ordinance No. 2017-09
2. Council 1b Map



## ORDINANCE NO. 2017-09

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, ADDING A NEW CHAPTER 1.09 TO THE HESPERIA MUNICIPAL CODE TO CHANGE THE SYSTEM OF ELECTIONS FOR MEMBERS OF THE CITY COUNCIL FROM AN AT-LARGE SYSTEM TO A BY-DISTRICT SYSTEM AND ADOPT A MAP DESCRIBING THE BOUNDARIES AND IDENTIFYING NUMBER FOR EACH ELECTORAL DISTRICT**

**WHEREAS**, the City of Hesperia (“City”) currently elects the members of the City Council using an at-large system of elections; and

**WHEREAS**, pursuant to Government Code section 34886, the City Council has the authority to adopt an ordinance changing the system of elections in the City from an at-large elections system to a by-district elections system; and

**WHEREAS**, the City Council of the City now desires to adopt an ordinance changing the system of elections in the City from an at-large system of elections to a by-district elections system; and

**WHEREAS**, the change in method for electing members of the City Council is made in furtherance of the purposes of the California Voting Rights Act of 2001 (Elections Code section 14025, *et seq.*); and

**WHEREAS**, pursuant to the requirements of Elections Code section 10010, the City Council held public hearings on March 7, 2017 and March 21, 2017 in order to receive testimony regarding the potential composition of City Council districts; and

**WHEREAS**, also pursuant to the requirements of Elections Code section 10010, the City Council held public hearings regarding proposed draft maps on April 18, 2017 and May 2, 2017, and received proposed draft maps from members of the public; and

**WHEREAS**, on May 16, 2017 the City Council selected one of the proposed district maps to establish the City Council electoral districts in the City, which is attached hereto as Exhibit “A”; and

**WHEREAS**, also on May 16, 2017 the City Council held a duly noticed public hearing after which the City Council voted to introduce this Ordinance for a first reading; and

**WHEREAS**, the City Council now desires to adopt this Ordinance to establish by-district elections in five single-member districts in the City, and to adopt the map describing the boundaries and identifying number of the five City Council districts in the City.

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

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

**SECTION 2.** A new Chapter 1.09 “City Council Elections By-District” is hereby added to the Hesperia Municipal Code to read in its entirety as follows:

**“CHAPTER 1.09 CITY COUNCIL ELECTIONS BY-DISTRICT**

1.09.010 Declaration of Purpose

1.09.020 By-District Elections for City Council

1.09.030 City Council Districts Established

1.09.040 Commencement of By-District Elections

**1.09.010 Declaration of Purpose**

The city council of the city hereby declares the purpose of this Chapter is to further the purposes of the California Voting Rights Act of 2001 (Elections Code section 14025, *et seq.*), as amended.

**1.09.020 By-District Elections for City Council**

A. Pursuant to Government Code section 34886, members of the city council shall be elected by-district in five single-member districts. Members of the city council shall be elected by-district, as that term is defined in Government Code section 34871(a), as amended, meaning one member of the city council shall be elected from each district by the voters of that district alone. Each member of the city council shall serve a four-year term until his or her successor is qualified.

B. Pursuant to Government Code section 34882, the city council member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for city council must reside in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to Elections Code section 10227.

**1.09.030 City Council Districts Established**

A. The boundaries and identifying number of each of the five city council districts shall be as described on the City Council District Map attached hereto as Exhibit “A”, and incorporated by this reference.

B. The city council districts described in subsection A, above, shall continue in effect until they are amended or repealed in accordance with law. The boundaries of the

city council districts shall be reapportioned from time to time as required by the Elections Code, or any other applicable law.

#### **1.09.040 Implementation of By-District Elections**

A. The by-district system of elections shall be implemented, beginning at the general municipal election held in November 2018, as follows:

1. Members of the city council shall be elected in districts Two, Three and Four beginning at the general municipal election in November 2018, and every four years thereafter; and

2. Members of the city council shall be elected in districts One and Five beginning at the general municipal election in November 2020, and every four years thereafter.

B. No term of any member of the city council that commenced prior to the effective date of this Chapter shall be affected by the adoption of this Chapter.”

**SECTION 3.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, phrase, or portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

**SECTION 4.** This Ordinance shall be effective commencing on the thirtieth (30th) day after its adoption.

**SECTION 5.** 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.

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Hesperia, California, at a regular meeting held on this 6th day of June, 2017.**

---

Paul Russ, Mayor

ATTEST:

---

Melinda Sayre, City Clerk

APPROVED AS TO FORM

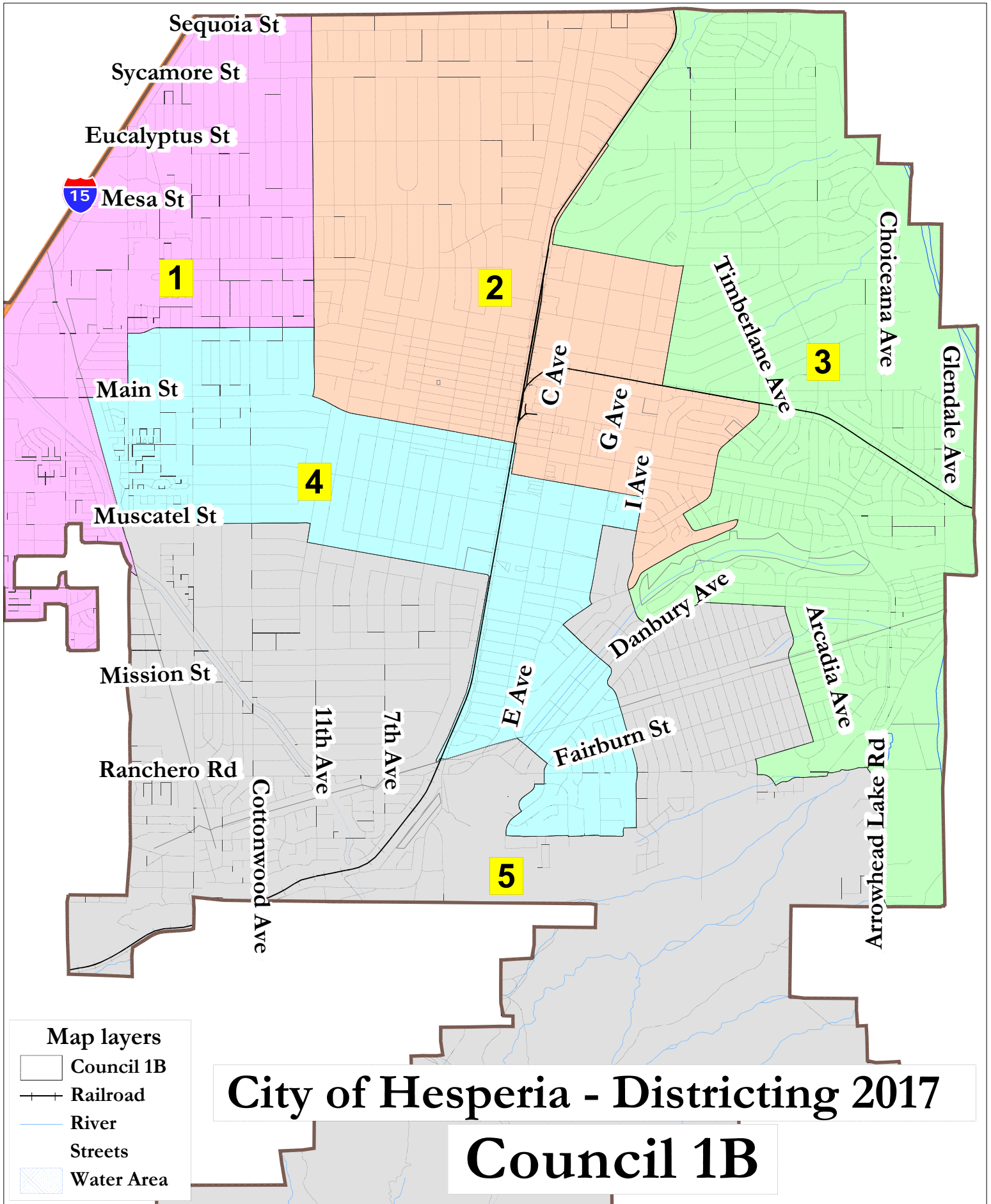
---

Eric L. Dunn, City Attorney

EXHIBIT “A”

**DISTRICT MAP**

**[Attached behind this page]**



City of Hesperia - Council 1B							
District		1	2	3	4	5	Total
	Total Pop	18,225	18,046	18,006	18,239	17,657	90,173
	Deviation from ideal	190	11	-29	204	-378	582
	% Deviation	1.05%	0.06%	-0.16%	1.13%	-2.10%	3.23%
Total Pop	% Hisp	56%	58%	41%	48%	41%	49%
	% NH White	31%	32%	51%	40%	52%	41%
	% NH Black	7%	7%	4%	8%	3%	6%
	% Asian-American	4%	2%	2%	3%	2%	2%
Voting Age Pop	Total	11,780	12,045	12,748	12,052	12,392	61,017
	% Hisp	52%	52%	35%	43%	36%	43%
	% NH White	36%	38%	56%	45%	58%	47%
	% NH Black	7%	6%	4%	6%	3%	5%
	% Asian-American	4%	2%	2%	3%	2%	2%
Citizen Voting Age Pop	Total	11,288	11,169	11,524	11,173	11,819	56,973
	% Hisp	53%	50%	33%	37%	38%	42%
	% NH White	34%	38%	60%	48%	57%	48%
	% NH Black	10%	7%	4%	10%	3%	7%
	% Asian/Pac.Isl.	3%	4%	3%	3%	2%	2%
Voter Registration (Nov 2014)	Total	6,915	6,270	8,340	7,042	8,464	37,031
	% Latino	43%	44%	29%	34%	30%	35%
	% Asian-Surnamed	2%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	0%	1%
Voter Turnout (Nov 2014)	Total	1,780	1,776	3,022	2,040	3,092	11,709
	% Latino	30%	28%	20%	22%	20%	23%
	% Asian-Surnamed	2%	0%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	0%	0%	1%
Voter Turnout (Nov 2012)	Total	4,069	3,620	5,560	4,402	5,777	23,428
	% Latino	37%	36%	24%	28%	25%	29%
	% Asian-Surnamed	1%	0%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	0%	0%	1%
ACS Pop. Est.	Total	19,097	18,898	17,436	18,944	17,921	92,296
Age	age0-19	34%	36%	30%	36%	32%	34%
	age20-60	52%	51%	52%	49%	52%	51%
	age60plus	14%	13%	18%	15%	16%	15%
Immigration	immigrants	18%	19%	11%	14%	13%	15%
	naturalized	50%	44%	43%	46%	50%	47%
Language spoken at home	english	64%	59%	77%	71%	75%	69%
	spanish	35%	39%	22%	26%	23%	29%
	asian-lang	1%	1%	0%	2%	1%	1%
	other lang	1%	1%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	13%	14%	8%	12%	8%	11%
Education (among those age 25+)	hs-grad	66%	64%	70%	67%	70%	67%
	bachelor	8%	4%	5%	7%	6%	6%
	graduatedegree	4%	2%	3%	4%	5%	3%
Child in Household	child-under18	38%	42%	31%	40%	40%	38%
Work (percent of pop age 16+)	employed	48%	45%	45%	45%	49%	46%
	Commute on Public Transit	1%	1%	1%	1%	0%	1%
Household Income	income 0-25k	21%	32%	28%	34%	20%	27%
	income 25-50k	23%	32%	26%	29%	27%	27%
	income 50-75k	22%	18%	19%	17%	20%	19%
	income 75-200k	31%	17%	25%	19%	30%	24%
	income 200k-plus	2%	1%	1%	1%	2%	2%
Housing Stats	single family	91%	78%	98%	73%	95%	87%
	multi-family	9%	22%	2%	27%	5%	13%
	vacant	9%	8%	8%	10%	8%	9%
	occupied	91%	92%	92%	90%	92%	91%
	rented	35%	47%	30%	49%	28%	38%
	owned	65%	53%	70%	51%	72%	62%
Total and Voting Age population data from the 2010 Decennial Census.							
Voter Registration and Turnout data from the California Statewide Database.							
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey 5-year data.							

THIS PAGE LEFT INTENTIONALLY BLANK



# City of Hesperia STAFF REPORT



**DATE:** June 6, 2017

**TO:** Chair and Board Members, Hesperia Fire Protection District

**FROM:** Nils Bentsen, City Manager

**BY:** Ronald Walls, Fire Chief  
Brian D. Johnson, Assistant City Manager/Management Services  
George Pirsko, Senior Financial Analyst

**SUBJECT:** Purchase of New Replacement Self Contained Breathing Apparatus (SCBA's)

---

## RECOMMENDED ACTION

It is recommended that the Hesperia Fire Protection District (HFPD) Board of Directors authorize the purchase of new replacement Self Contained Breathing Apparatus (SCBA's) with Bauer Compressors for a total amount not-to-exceed \$255,132.

## BACKGROUND

The current SCBA's in service were manufactured by Draeger, Company. These SCBA's have been in active service for nearly 15 years, with more than three quarters of the components and bottles reaching the end of their 15 year lifespan. The current SCBA's are not eligible for additional hydrostatic testing to extend their usable lifespan and cannot be used past August of 2017. Advancements in technology and safety features have also increased over the last 15 years, making the current SCBA's dated and obsolete.

## ISSUES/ANALYSIS

County Fire must replace our entire inventory of SCBA's countywide before August 31<sup>st</sup> 2017 due to current equipment expiring and the need to upgrade packs to the National Fire Protection Association (NFPA) 1981; 2013 Edition. This new edition has added safety measures in the packs and are, in some ways, more universal. HFPD is responsible for the cost of these capital equipment purchase costs for the number of SCBA's proportionate to the use in the City Fire Stations.

## FISCAL IMPACT

The cost to replace the obsolete SCBA's is \$255,132, which will be paid from Fire Capital reserves, and will be included as a year-end FY 2016-17 budget amendment.

## ALTERNATIVE(S)

Provide alternative direction to staff.

## ATTACHMENT(S)

None