

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

Regular Joint Meetings
1st and 3rd Tuesday

Date: June 20, 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

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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**

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 - Potential Litigation:
Government Code Section 54956.9(d)2

1. One (1) case

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

1. Victor Valley Family Resource Center, et al. v. City of Hesperia et al.

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 June to Paul Jung, Information Systems Specialist by Sean Boal, IT Manager
2. Presentation of Certificates of Recognition to the Hesperia Heat Girls All-Star Soccer Team by the City Council
3. Presentation to Hesperia Recreation and Parks District by the City Council
4. Community Events Calendar by Mayor Paul Russ

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

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

JOINT CONSENT CALENDAR

1. Page 11 Consideration of the Draft Minutes from the Regular Meeting held Tuesday, June 6, 2017

Recommended Action:

It is recommended that the City Council approve the Draft Minutes from the Regular Meeting held Tuesday, June 6, 2017.

Staff Person: City Clerk Melinda Sayre

Attachments: [Draft CC Min 2017-06-06](#)

2. Page 17 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 6-20-2017](#)
[Attachment 1 - Warrant Runs](#)

3. Page 19 Treasurer's Cash Report for the unaudited period ended April 30, 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.

Staff Person: Assistant City Manager/Management Services Brian Johnson

Attachments: [SR Treasurer's Report 6-20-2017](#)
[Attachment 1 - Investment Reports](#)

4. Page 29 Amend Measure I Fiscal Year 2016/17-2020/21 Five Year Capital Improvement Plan

Recommended Action:

It is recommended that the City Council adopt Resolution No. 2017-031 amending the Measure I Five Year Capital Improvement Plan for Fiscal Years 2016/17-2020/21 to include the revisions made to expenditures for the ADA Transition Plan (CO 7400), the Park and Ride Project (CO 6523), and the FY 2015/16 Annual Street Improvement Project (CO 7130) as well as revisions to the scope of the FY 2016/17 Street Improvement Project (CO 7135), and the addition of expenditures for reimbursements to Lewis Operating Corporation for street improvements at Main Street and Cataba Road, the addition of the FY 2017/18 Street Improvement Project (CO 7145), and the addition of the Ranchero Road Rehab and Main Street Median Project (CO 7137).

Staff Person: Director of Development Services Michael Blay

Attachments: [SR Amend Measure I Capital Improvement Plan 6-20-2017](#)
[Resolution 2017-031](#)
[Attachment 2 - Measure I Capital Improvement Plan](#)

5. Page 35 Federal Legislative Consulting Services

Recommended Action:

It is recommended that the City Council authorize the City Manager to execute a Professional Services Agreement with Tony Strickland ("TS") Consulting for Federal Legislative Consulting Services for one year effective July 15, 2017 and ending June 30, 2018.

Staff Person: Management Analyst Julie Ryan

Attachments: [SR Consulting Services 6-20-2017](#)

[Attachment 1 - Scope of Services](#)

6. Page 37 CP Walker Consulting for Affordable Housing Monitoring

Recommended Action:

It is recommended that the Board of Commissioners of the Hesperia Housing Authority extend the sole source contract with CP Walker Consulting for affordable housing monitoring for one year in an amount not to exceed \$13,000 for a total contract amount of \$63,000.

Staff Person: Economic Development Manager Rod Yahnke

Attachments: [SR CP Walker Consulting 6-20-2017](#)

7. Page 39 Approve Amendment No. 3 to the Construction Cooperative Agreement between the City of Hesperia and the San Bernardino County Transportation Authority

Recommended Action:

It is recommended that the City Council approve Amendment No. 3 to the Construction Cooperative Agreement (COOP), Agreement No. C12219, between the City of Hesperia and the San Bernardino County Transportation Authority (SBCTA), formerly the San Bernardino Associated Governments (SANBAG), related to the Ranchero Road & I-15 Interchange Project (C.O. No. 7086) and authorize the Mayor to execute the Amendment.

Staff Person: Director of Development Services Michael Blay

Attachments: [SR San Bernardino Transportation Authority Agreement 6-20-2017](#)

[Attachment 1 - Amendment No. 3](#)

8. Page 43 Civic Center, Police Department and County Green Belt and Township Landscape Maintenance Contract

Recommended Action:

It is recommended that the Mayor and Council Members authorize the City Manager to execute a three (3) year landscape maintenance and repair contract with Lasting Images Landscape , to provide landscape maintenance and repair services at City Hall, Branch Library, Police Department landscape and the surrounding landscape of the San Bernardino County building and Township project in the not-to-exceed amount of \$205,404.

Staff Person: Director of Development Services Michael Blay

Attachments: [SR Landscape Maintenance Contract 6-20-2017](#)

9. Page 45 Heating, Ventilation and Air Conditioning (HVAC) Repair Services

Recommended Action:

Note: Bids for this project were opened after the posting of the agenda. Bid results will be provided by green sheet prior to the meeting.

Staff Person: Director of Development Services Michael Blay

Attachments: [SR HVAC Repair Services 6-20-2017](#)

10. Page 47 Approve and Accept Construction of Roofing Replacement & Repairs (C.O. 6525)

Recommended Action:

It is recommended that the City Council accept the work constructed under Roofing Replacement & Repairs (C.O. No. 6525) and authorize staff to record a "Notice of Completion" and release all withheld retention amounts after 35 calendar days from the date of recordation.

Staff Person: Director of Development Services Michael Blay

Attachments: [SR Roofing Replacement and Repairs 6-20-2017](#)

11. Page 49 Award Three-Year Striping Contract - J & S Striping Inc.

Recommended Action:

It is recommended that the City Council authorize the City Manager to execute a three (3) year contract with J & S Striping for citywide restriping services in the not-to-exceed amount of \$879,641.

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

Attachments: [SR JS Striping Contract 6-20-2017](#)

[Attachment 1 - Bid Comparison](#)

12. Page 53 Paving Material Demands for Fiscal Year 2017-18

Recommended Action:

It is recommended that the City Council authorize the City Manager to execute an open purchase order with Vulcan Materials Company of Oro Grande, California, for asphalt materials necessary to repair the City streets in the not-to-exceed amount of \$100,000.

Staff Person: Public Works Manager Mark Faherty

Attachments: [SR Paving Material Demands 6-20-2017](#)

[Attachment 1 - Vulcan Materials Quote](#)

13. Page 57 Community Facilities District (CFD) 94-01, Annexation 186

Recommended Action:

It is recommended that the Fire District Board of Directors adopt Resolution No. HFPD 2017-10 admitting Annexation 186 (0405-194-36-0000) 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 186 6-20-2017](#)

[Resolution HFPD 2017-10](#)

[Attachment 2 - Location Map](#)

14. Page 63 Environmental Enhancement and Mitigation Program Grant Application

Recommended Action:

It is recommended that the City Council adopt Resolution No. 2017-032 approving the submittal of a grant application for the Environmental Enhancement and Mitigation Program (EEM) for the Ranchero Road and Interstate 15 Interchange Landscaping Project.

Staff Person: Management Analyst Julie Ryan

Attachments: [SR Grant Application 6-20-2017](#)

[Resolution 2017-032](#)

15. Page 69 Audit Services for FY 2016-17

Recommended Action:

It is recommended that the City of Hesperia, Successor Agency to the Hesperia Community Redevelopment Agency, Hesperia Housing Authority, Community Development Commission, Hesperia Fire Protection District, and Hesperia Water District Council/Boards/Commissions enter into a Professional Services Agreement with the independent certified public accounting firm White Nelson Diehl Evans LLP, in the amount of \$89,450 for performing the audit of the City and its component units, for the fiscal year ended June 30, 2017, as well as additional required State reporting for the year ended June 30, 2017.

Staff Person: Assistant City Manager/Management Services Brian Johnson

Attachments: [SR Audit Services Contract 6-20-2017](#)

16. Page 71 Award of Contract for Street Sweeping Services - Pacific Sweeping

Recommended Action:

It is recommended that the City Council authorize the City Manager to execute a three (3) year contract with Pacific Sweeping for Citywide Street sweeping services in the not-to-exceed amount of \$530,311.

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

Attachments: [SR Street Sweeping Contract 6-20-2017](#)

[Attachment 1 - Bid Comparison](#)

17. Page 73 Project Funding Agreement with the San Bernardino County Transportation Authority for the Ranchero Road Widening Project (C.O. 7094)

Recommended Action:

It is recommended that the City Council approve Project Funding Agreement No. 17-1001692 between the San Bernardino County Transportation Authority (SBCTA) and the City of Hesperia for construction of the Ranchero Road Widening Project (C.O. 7094) and authorize the Mayor to execute the Agreement.

Staff Person: Director of Development Services Michael Blay

Attachments: [SR Project Funding Agreement 6-20-2017](#)

[Attachment 1 - Project Funding Agreement](#)

18. Page 85 Electric Vehicle Charging Station Funds

Recommended Action:

It is recommended that the City Council accept \$11,500 in Air District funds to purchase and install an Electric Vehicle (EV) Charging Station in the City of Hesperia.

Staff Person: Management Analyst Julie Ryan

Attachments: [SR EV Charging Station 6-20-2017](#)

[Attachment 1 - EV Charging Station Agreement](#)

19. Page 97 Mojave Water Agency Request to Agree to Purchase of Tax-Defaulted Properties in Hesperia (APN 0397-181-14-000)

Recommended Action:

It is recommended that the City Council approve a request from the Mojave Water Agency regarding the purchase of tax-defaulted properties in the City of Hesperia from the San Bernardino County Assessor's Office.

Attachments: [SR MWA Request for Defaulted Properties 6-20-2017](#)

[Attachment 1 - MWA Request for Defaulted Properties](#)

PUBLIC HEARINGS

Individuals wishing to comment on public hearing items must submit a speaker slip to the City Clerk with the numbered agenda item noted. Speaker slips should be turned in prior to an agenda item being taken up. Comments will be limited to five minutes for Public Hearing items.

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.

PUBLIC HEARING

20. Page 103 Advance Disposal Rate Structure

Recommended Action:

It is recommended that the City Council conduct a Proposition 218 Public Hearing related to new maximum rates for solid waste and recycling services in the City of Hesperia; in the absence of a majority vote of opposition adopt Resolution No. 2017-026 approving the maximum rates for solid waste and recycling services in the City of Hesperia and allow for rate adjustments annually up to five years.

Staff Person: Management Analyst Julie Ryan

Attachments: [SR Advance Disposal Rates 6-20-2017](#)
[Resolution 2017-026](#)
[Attachment 1 - Notice of Public Hearing](#)
[Attachment 2 - Rate Structure 1 - COLA and Tipping Fee Adjustment](#)
[Attachment 3 - Rate Structure 2 - New Service Requests](#)
[Attachment 4 - Rate Structure 3 - Changes in Rate Computation](#)
[Attachment 5 - Property Owner Comments](#)

21. Page 127 Vacation Portion of Mesa Linda Street

Recommended Action:

It is recommended that the City Council hold a public hearing to receive public comments pursuant to Section 8320, subdivision (a) of the California Streets and Highways Code and adopt Resolution 2017-029 to vacate a portion of Mesa Linda Street, as described in attachments Exhibit "A" and Exhibit "B".

Staff Person: Director of Development Services Michael Blay

Attachments: [SR Vacate Mesa Linda Street 6-20-2017](#)
[Resolution 2017-029](#)
[Attachment 2 - Exhibit A Legal Description](#)
[Attachment 3 - Exhibit B Plat Map](#)

22. Page 133 Consideration of Development Code Amendment DCA17-00004 and Specific Plan Amendment SPLA17-00001; 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. 2017-11 approving DCA17-00004 and SPLA17-00001, modifying development regulations pertaining to multi-family developments (i.e. building setback and building separation requirements) and clarifying that two multi-family dwelling units are not subject to the site plan review process.

Staff Person: Senior Planner Daniel Alcayaga

Attachments: [SR Multi-family Developments 6-20-2017](#)
[Ordinance 2017-11](#)
[Attachment 2 - Exhibit A](#)

23. Page 141 Consideration of Development Code Amendment DCA17-00003; 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. 2017-12 approving DCA17-00003, modifying development standards associated with Accessory Dwelling Units (ADUs).

Staff Person: Senior Planner Daniel Alcayaga
Attachments: [SR Accessory Dwelling Units 6-20-2017](#)
[Ordinance No. 2017-12](#)
[Attachment 2 - Exhibit A](#)

NEW BUSINESS

24. Page 149 Fiscal Year 2017-18 Budget Adoption

Recommended Action:

It is recommended that the City Council/Board/Commissions adopt the following Resolutions approving the Fiscal Year 2017-18 Budget for the City of Hesperia, Hesperia Housing Authority, Community Development Commission, Hesperia Fire Protection District, and Hesperia Water District:

- 1) City of Hesperia Resolution No. 2017-027 adopting the Fiscal Year 2017-18 Budget.
- 2) City of Hesperia Resolution No. 2017-028 adopting the GANN Appropriations Limit.
- 3) Hesperia Housing Authority Resolution HHA 2017-06 adopting the Fiscal Year 2017-18 Budget.
- 4) Hesperia Community Development Commission Resolution CDC 2017-07 adopting the Fiscal Year 2017-18 Budget.
- 5) Hesperia Fire Protection District Resolution HFPD 2017-06 adopting the Fiscal Year 2017-18 Budget.
- 6) Hesperia Fire Protection District Resolution HFPD 2017-07 adopting the GANN Appropriations Limit.
- 7) Hesperia Water District Resolution HWD 2017-13 adopting the Fiscal Year 2017-18 Budget.
- 8) Joint Resolution No. 2017-022, CDC 2017-06, HHA 2017-05, HFPD 2017-05, and HWD 2017-09 re-adopting the Financial Policies

Staff Person: Budget/Finance Manager Casey Brooksher and Assistant City Manager/Management Services Brian Johnson

Attachments: [SR FY 17-18 Budget Adoption 6-20-2017](#)
[Combined Resolutions](#)
[Joint Resolutions](#)
[Attachment 9 - Exhibit A Financial Policies](#)

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 Thursday, June 15, 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.



City of Hesperia Meeting Minutes - Draft City Council

City Council Chambers
9700 Seventh Ave.
Hesperia CA, 92345

Tuesday, June 6, 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 - 5:30 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 – 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 David Moore of Church of Jesus Christ of Latter-day Saints**
- 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 - None**
- E. Closed Session Reports by City Attorney - *Item no 1 Center for Biological Diversity, et al. v. City of Hesperia, et al., has been settled and the City has been dismissed from the lawsuit.***

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 – *The Regularly Scheduled Planning Commission for this Thursday has been rescheduled to Tuesday, June 27 at 6:30pm here in the City Council Chambers; City's Annual Budget Workshop 6/13 at 3pm in the City Council Chambers; electronic waste recycling event 6/24-6/25 from 9am -4pm behind Eagle Plaza; Fireworks of all types are illegal in Hesperia.*

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

John Ohanian commented on the Tapestry Project and litigation. Bob Nelson commented on speech at public meetings. **Meeting went into recess at 6:55 p.m. and reconvened at 7:08 p.m.** Daniel Krist commented on fugitives and various topics.

JOINT CONSENT CALENDAR

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

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

Nay: 0

1. 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.

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

Recommended Action:

It is recommended that the Mayor and 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.

Sponsors: IT Manager Sean Boal

4. 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.

Sponsors: Director of Development Services Michael Blay

5. 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.

Sponsors: Assistant City Manager/Management Services Brian Johnson

6. 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.

Sponsors: Management Analyst Julie Ryan

7. Increase to Contract with Layne Christensen

Recommended Action:

It is recommended that the Chair and Board Members 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.

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

8. 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.

Sponsors: Director of Development Services Michael Blay

9. 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.

Sponsors: Fire Chief Ron Walls

10. 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.

Sponsors: Fire Chief Ron Walls

11. 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).

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

CONSENT ORDINANCES

12. 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).

Sponsors: Senior Planner Daniel Alcayaga

A motion was made by Holland, seconded by Mayor Pro Tem Blewett, that this item be approved. The motion carried by the following vote:

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

Nay: 0

13. 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.

Sponsors: City Attorney Eric Dunn

Council Member Bird commented on item No. 13

A motion was made by Mayor Pro Tem Blewett, seconded by Holland, that this item be approved. The motion carried by the following vote:

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

Nay: 0

NEW BUSINESS

14. 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.

Sponsors:Assistant City Manager/Management Services Brian Johnson and Fire Chief Ron Walls

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

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

Nay: 0

COUNCIL COMMITTEE REPORTS AND COMMENTS

Council Member Holland commented on his upcoming attendance at the League of Cities meeting in mid-June, his upcoming SBCTA meetings, and offered an update on the Measure I expenditures, including the ongoing discussions at the MetroLink stops.

Council Member Bird thanked staff for the installation of the four-way stop at Smoke Tree Street and I Avenue, commented on his attendance at the Luminaria lighting ceremony, and the completion of the local graduation ceremonies, and thanked staff for their work on the installation of the military banners.

Council Member Swanson commented on her attendance at the Summer Feeding Kickoff event and asked staff to look into putting their link on the City's website, her attendance at the High Desert Fury League, the Relay for Life ceremony, and her upcoming attendance at Tri-Agency meeting.

Mayor Pro Tem Blewett commented on the Relay for Life Luminaria event, his attendance at the opening of Food for Kids program and he thanked staff for their hard work.

Mayor Russ commented on the Relay for Life event, thanked staff for all of their hard work, commented on his gratitude in seeing the High Desert Fury League coming to the high desert, and commented on the upcoming City Budget meeting and the MDAQMD budget meeting that he will be attending.

CITY MANAGER/CITY ATTORNEY/STAFF REPORTS

None

ADJOURNMENT

7:37 p.m.

Melinda Sayre, City Clerk

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City of Hesperia STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members
City Council, 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 May 13, 2017 through June 2, 2017.

<u>Agency/District</u>	<u>Accounts Payable</u>	<u>Payroll</u>	<u>Wires</u>	<u>Totals</u>
City of Hesperia	\$1,120,292.63	\$434,826.62	\$5,211.55	\$1,560,330.80
Successor Agency	67.50	0.00	0.00	67.50
Housing Authority	731.25	7,425.39	0.00	8,156.64
Community Development Commission	12,431.40	12,090.57	0.00	24,521.97
Fire	882,386.88	0.00	0.00	882,386.88
Water	2,634,960.60	179,109.01	931,792.40	3,745,862.01
Totals	\$4,650,870.26	\$633,451.59	\$937,003.95	\$6,221,325.80

The wires amounts for the City of Hesperia are as follow:

- \$5,211.55 to County of San Bernardino for Balance of Purchase of Property Auction APN 0405-242-16-0000.
- \$38,432.03 to Bank of America, N.A. for Hesperia Water Swap Interest Payment.
- \$787,774.35 to U.S. Bank Trust N.A. for Hesperia Water 1998 A Principal and Interest Payment.
- \$105,586.02 to U.S. Bank Trust N.A. for Hesperia Water 1998 B Principal and Interest Payment.

ATTACHMENT(S)

1. Warrant Runs

City of Hesperia
WARRANT RUNS
05/13/2017 - 06/02/2017

FUND #	FUND NAME	W/E 5/19/2017	W/E 5/26/2017	W/E 6/2/2017	WARRANT TOTALS	Wires	YEAR-TO DATE TOTALS *	PRIOR FY YTD DATE TOTALS
Accounts Payable								
100	GENERAL	\$ 199,609.09	\$ 99,517.31	\$ 143,958.84	\$ 443,085.24	\$ -	\$ 20,127,443.26	\$ 18,214,949.52
204	MEASURE I - RENEWAL	\$ 13.55	\$ -	\$ -	\$ 13.55	\$ -	\$ 1,380,883.98	\$ 2,726,074.71
205	GAS TAX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244,102.92	\$ 439.51
207	LOCAL TRANSPORT-SB 325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 352,043.05	\$ 752,551.23
251	CDBG	\$ 11,665.84	\$ 402.08	\$ 30,047.48	\$ 42,115.40	\$ -	\$ 2,642,214.58	\$ 526,569.31
253	CDBG - RLF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,319.37
254	AB2766 - TRANSIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,528.00	\$ 347,355.35
256	ENVIRONMENTAL PROGRAMS GRANT	\$ 2,317.55	\$ 1,604.74	\$ 6.00	\$ 3,928.29	\$ -	\$ 27,633.26	\$ 39,477.73
257	NEIGHBORHOOD STABILIZATION PROG	\$ 196.96	\$ 295.19	\$ 1,215.00	\$ 1,707.15	\$ -	\$ 22,348.06	\$ 31,471.16
260	DISASTER PREPARED GRANT	\$ -	\$ -	\$ 2,775.00	\$ 2,775.00	\$ -	\$ 8,939.68	\$ 12,126.01
263	STREETS MAINTENANCE	\$ 42,942.42	\$ 30,579.20	\$ 22,281.09	\$ 95,802.71	\$ -	\$ 1,543,647.93	\$ 1,173,669.23
300	DEV. IMPACT FEES - STREET	\$ -	\$ 8,049.20	\$ -	\$ 8,049.20	\$ 5,211.55	\$ 83,671.10	\$ 167,355.63
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	\$ 2,794.95	\$ -	\$ -	\$ 2,794.95	\$ -	\$ 17,953.80	\$ 35,364.67
800	EMPLOYEE BENEFITS	\$ 33,645.05	\$ 151,577.85	\$ 244,352.58	\$ 429,575.48	\$ -	\$ 6,322,876.45	\$ 6,190,701.53
801	TRUST/AGENCY	\$ 9,845.24	\$ 58,572.18	\$ 16,538.24	\$ 84,955.66	\$ -	\$ 831,598.34	\$ 604,159.10
802	AD 91-1 AGENCY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278.46	\$ 820,610.58
804	TRUST-INTEREST BEARING	\$ -	\$ -	\$ 5,490.00	\$ 5,490.00	\$ -	\$ 44,193.51	\$ 115,229.95
807	CFD 2005-1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,160,127.77	\$ 1,671,809.85
815	PLAN REVIEW TRUST - FRONTIER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CITY	\$ 303,030.65	\$ 350,597.75	\$ 466,664.23	\$ 1,120,292.63	\$ 5,211.55	\$ 37,172,767.45	\$ 39,564,541.27
200	HESPERIA FIRE DISTRICT	\$ 38,359.26	\$ 817,415.50	\$ 6,328.66	\$ 862,103.42	\$ -	\$ 9,702,033.03	\$ 9,258,616.97
502	FIRE STATION BUILDING	\$ -	\$ -	\$ 20,283.46	\$ 20,283.46	\$ -	\$ 374,727.49	\$ 736,257.04
	FIRE	\$ 38,359.26	\$ 817,415.50	\$ 26,612.12	\$ 882,386.88	\$ -	\$ 10,076,760.52	\$ 9,994,874.01
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	\$ -	\$ -	\$ 67.50	\$ 67.50	\$ -	\$ 2,310.09	\$ 22.48
	SUCCESSOR AGENCY	\$ -	\$ -	\$ 67.50	\$ 67.50	\$ -	\$ 11,520,964.76	\$ 11,495,988.73
370	HOUSING AUTHORITY	\$ 387.00	\$ 90.75	\$ 253.50	\$ 731.25	\$ -	\$ 3,954,429.76	\$ 159,313.21
	HOUSING AUTHORITY	\$ 387.00	\$ 90.75	\$ 253.50	\$ 731.25	\$ -	\$ 3,954,429.76	\$ 159,313.21
170	COMMUNITY DEVELOPMENT COMMISSION	\$ 5,756.47	\$ 2,823.93	\$ 3,851.00	\$ 12,431.40	\$ -	\$ 280,877.24	\$ 495,700.24
	COMMUNITY DEVELOPMENT COMMISSION	\$ 5,756.47	\$ 2,823.93	\$ 3,851.00	\$ 12,431.40	\$ -	\$ 280,877.24	\$ 495,700.24
700	WATER OPERATING	\$ 29,323.23	\$ 2,094,851.46	\$ 124,156.89	\$ 2,248,331.58	\$ 931,792.40	\$ 9,109,807.11	\$ 6,854,275.56
701	WATER CAPITAL	\$ -	\$ 3,798.25	\$ 347,324.02	\$ 351,122.27	\$ -	\$ 536,621.87	\$ 75,059.27
710	SEWER OPERATING	\$ 32,241.02	\$ 1,983.04	\$ 1,282.69	\$ 35,506.75	\$ -	\$ 1,751,360.21	\$ 2,555,630.23
711	SEWER CAPITAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432,760.00	\$ 6,199.60
	WATER	\$ 61,564.25	\$ 2,100,632.75	\$ 472,763.60	\$ 2,634,960.60	\$ 931,792.40	\$ 11,830,549.19	\$ 9,491,164.66
	ACCOUNTS PAYABLE TOTAL	\$ 409,097.63	\$ 3,271,560.68	\$ 970,211.95	\$ 4,650,870.26	\$ 937,003.95	\$ 74,836,348.92	\$ 71,201,582.12
REG. PAYROLL								
	City	\$ 216,577.21	\$ -	\$ 218,249.41	\$ 434,826.62	\$ -	\$ 5,152,035.60	\$ 5,475,752.01
	Housing Authority	\$ 3,722.09	\$ -	\$ 3,703.30	\$ 7,425.39	\$ -	\$ 94,571.41	\$ 73,418.61
	Community Development Commission	\$ 5,950.27	\$ -	\$ 6,140.30	\$ 12,090.57	\$ -	\$ 139,801.51	\$ 63,243.18
	Water	\$ 91,832.35	\$ -	\$ 87,276.66	\$ 179,109.01	\$ -	\$ 2,143,389.46	\$ 2,217,926.94
	PAYROLL TOTAL	\$ 318,081.92	\$ -	\$ 315,369.67	\$ 633,451.59	\$ -	\$ 7,529,797.98	\$ 7,830,340.74

* 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 20, 2017

TO: Mayor and Council Members
City Council, 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
Robert Worby, Financial Analyst

SUBJECT: Treasurer's Cash Report for the unaudited period ended April 30, 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.

BACKGROUND

This report is presented to the City Council pursuant to Government Code Section 53646 (b) setting forth the City's investment portfolio.

ISSUES/ANALYSIS

The Treasurer's Cash Reports are presented on the following pages for each agency.

FISCAL IMPACT

These reports reflect unaudited cash balances as of April 30, 2017.

ALTERNATIVE(S)

Provide alternative direction to staff.

ATTACHMENT(S)

1. City of Hesperia Investment Report
2. Successor Agency to the Hesperia Community Redevelopment Agency Investment Report
3. Hesperia Housing Authority Investment Report
4. Community Development Commission Investment Report
5. Hesperia Fire Protection District Investment Report
6. Hesperia Water District Investment Report

CITY OF HESPERIA

<u>FUND</u>	<u>VALUE</u>
General Fund (100 & 800)	\$ 2,120,798.37
AB27666 - Transit (254)	(152,052.31)
AB3229 Supplemental Law (255)	123,002.93
AD No. 91-1 (802)	352,584.25
Beverage Recycling Grant (256)	110,132.29
CFD 2005-1 (807)	1,417,068.47
City Wide-Capital Projects (504)	(119,237.79)
Community Dev Block Grant (251, 252, & 253)	(107,987.26)
Development Impact Fund (300-304)	5,850,379.95
Disaster (260)	69,014.83
Gas Tax Fund (205)	(41,885.39)
Gas Tax Swap (206)	157,428.43
Local Transportation SB325 (207)	(82,434.13)
Measure I - Renewal (204)	1,979,104.44
2004 Streets Debt Serv 1993A Ref(400)	134,717.37
Neighborhood Stabilization Prog (257)	1,770,082.74
Public Works Street Maint (263)	782,018.42
Trust Fund (801, 803-806, & 815)	1,929,750.84
2012 Water Rights Acquisition (402)	5,901.43
2013 Refunding Lease Rev Bonds (403)	(22,886.27)
TOTAL CITY FUNDS	<u><u>\$ 16,275,501.61</u></u>

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

<u>FUND</u>	<u>VALUE</u>
Successor Agency Administration (173)	\$ (2,242.58)
Redevelop Oblig Retirement - PA1 (160)	3,281,125.82
Redevelop Oblig Retirement - PA2 (161)	120,817.17
Redevel Oblig Retirement-Housing (162)	137,988.69
TOTAL SUCCESSOR AGENCY FUNDS	<u><u>\$ 3,537,689.10</u></u>

HESPERIA HOUSING AUTHORITY

<u>FUND</u>	<u>VALUE</u>
Hesperia Housing Authority Fund (370)	\$ 2,871,949.99
VVEDA Housing Authority (371)	1,715,082.86
TOTAL HOUSING AUTHORITY FUNDS	<u>\$ 4,587,032.85</u>

COMMUNITY DEVELOPMENT COMMISSION

<u>FUND</u>	<u>VALUE</u>
Community Development Commission Fund (170)	<u>\$ (354,252.48)</u>

FIRE

<u>FUND</u>	<u>VALUE</u>
Fire District Fund (200)	\$ (790,516.96)
Fire Station Building (502)	5,772,766.06
TOTAL WATER FUNDS	<u>\$ 4,982,249.10</u>

WATER

<u>FUND</u>	<u>VALUE</u>
Water Operating (700)	\$ 6,989,940.13
Water Capital (701)	(11,850,312.80)
Sewer Operating (710)	10,393,642.66
Sewer Capital (711)	3,634,681.40
TOTAL WATER FUNDS	<u>\$ 9,167,951.39</u>

City of Hesperia
Investment Report
Unaudited

ATTACHMENT 1

April 30, 2017

Type of Investment	Institution/ Fiscal Agent	Interest Rate	Date of Purchase	Date of Maturity	Par Value at Maturity	Book Value	Market Value	Account Description
Investments under the direction of the City:								
Local Agency Investment Funds	State of Calif.	0.884%	30-Apr-17	Demand	\$ 12,457,682.75	12,457,682.75	12,457,682.75	
Money Market	Bank of the West	0.300%	30-Apr-17	Demand	3,223,243.39	3,223,243.39	3,223,243.39	
Citizens Business Bank Checking	Citizens Bus Bank	n/a	30-Apr-17	Demand	594,575.47	594,575.47	594,575.47	
Total Unaudited Investments under the direction of the City					\$ 16,275,501.61	\$ 16,275,501.61	\$ 16,275,501.61	

Investments under the direction of fiscal agents:

2012 Lease Revenue Bonds	Union	0.590%	30-Apr-17	Demand	53.90	53.90	53.90	2012 - Water Rights Revenue Fund
2012 Lease Revenue Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2012 - Water Rights Interest Fund
2012 Lease Revenue Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2012 - Water Rights Principal Fund
2012 Lease Revenue Bonds	Union	0.600%	30-Apr-17	Demand	1,452,761.03	1,452,761.03	1,452,761.03	2012 - Water Rights Reserve Fund
2013 Refunding Lease Revenue Bonds	Union	0.600%	30-Apr-17	Demand	70.64	70.64	70.64	2005 Civic Plaza - Revenue Fund
2013 Refunding Lease Revenue Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2005 Civic Plaza - Interest Fund
2013 Refunding Lease Revenue Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2005 Civic Plaza - Principal Fund
2013 Refunding Lease Revenue Bonds	Union	0.600%	30-Apr-17	Demand	1,150,248.66	1,150,248.66	1,150,248.66	2005 Civic Plaza - Reserve Fund
2014 CFD 2005-1 Refunding	Union	0.600%	18-Dec-14	Demand	21.69	21.69	21.69	2014 CFD 05-1 - Special Tax Fund
2014 CFD 2005-1 Refunding	Union	0.600%	18-Dec-14	Demand	31.45	31.45	31.45	2014 CFD 05-1 - Bond Fund
2014 CFD 2005-1 Refunding	Union	0.600%	18-Dec-14	Demand	1,429,735.13	1,429,735.13	1,429,735.13	2014 CFD 05-1 - Reserve Fund
2014 CFD 2005-1 Refunding	Union	0.600%	18-Dec-14	Demand	22,773.73	22,773.73	22,773.73	2014 CFD 05-1 Administrative Expense Bonds
Deposits W/Other Agencies	Various	n/a	30-Apr-17	n/a	-	-	-	GL 1350
Deposits - Workers' Comp	PERMA	n/a	30-Apr-17	n/a	834,968.13	834,968.13	834,968.13	GL 1352
Total Unaudited Investments under the direction of fiscal agents					\$ 4,890,664.36	4,890,664.36	4,890,664.36	

Please Note: All market value data is provided courtesy of the City's fiscal agents,
Union Bank of California & Bank of New York (BNY) Trust Company.

I certify that this investment portfolio is in compliance with the statement of investment policy of the City of Hesperia and the investment program provides sufficient liquidity to meet expenditure requirements for the next six months, as required by the California Government Code sections 53646(b)(2) and (3), respectively.

* Note: 2005 Certificates of Participation began in May 2005 for the financing of the Civic Plaza.



Robert Worby, Financial Analyst

Investment Report

Unaudited

April 30, 2017

Type of Investment	Issuer/ Institution	Interest Rate	Date of Purchase	Date of Maturity	Par Value at Maturity	Book Value	Market Value	Account Description
Investments under the direction of the City:								
Local Agency Investment Funds	State of Calif.	0.884%	30-Apr-17	Demand	\$ 2,707,837.19	\$ 2,707,837.19	2,707,837.19	
Money Market	Bank of the West	0.300%	30-Apr-17	Demand	700,613.31	700,613.31	700,613.31	
Citizens Business Bank Checking	Citizens Bus Bank	n/a	30-Apr-17	Demand	129,238.60	129,238.60	129,238.60	
Total Unaudited Investments under the direction of the City					\$ 3,537,689.10	\$ 3,537,689.10	\$ 3,537,689.10	

Investments under the direction of fiscal agents:

2005 Tax Allocation Bonds	Union	0.590%	30-Apr-17	Demand	18.04	18.04	18.04	2005A - Interest Account
2005 Tax Allocation Bonds	Union	0.600%	30-Apr-17	Demand	33.15	33.15	33.15	2005A - Principal Account
2005 Tax Allocation Bonds	Union	0.600%	30-Apr-17	Demand	2,284,606.60	2,284,606.60	2,284,606.60	2005A - Reserve Account
2005 Tax Allocation Bonds	Union	0.600%	30-Apr-17	Demand	253,847.10	253,847.10	253,847.10	2005A - Reserve Account
2005 Tax Allocation Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2005B - Housing Projects
2005 Tax Allocation Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2005B - Housing Principal Act
2005 Tax Allocation Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2005B - Reserve Account
2007 Revenue Bonds	Union	0.000%	30-Apr-17	Demand	1.00	1.00	1.00	2007A - Revenue Account
2007 Revenue Bonds	Union	0.600%	30-Apr-17	Demand	61.41	61.41	61.41	2007A - Interest Account
2007 Revenue Bonds	Union	0.590%	30-Apr-17	Demand	67.34	67.34	67.34	2007A - Principal Account
2007 Revenue Bonds	Union	0.600%	30-Apr-17	Demand	6,041,670.20	6,041,670.20	6,041,670.20	2007A - Proj. 1 - Reserve Account
2007 Revenue Bonds	Union	0.600%	30-Apr-17	Demand	488,523.99	488,523.99	488,523.99	2007A - Proj. 2 - Reserve Account
2007 Revenue Bonds	Union	0.600%	30-Apr-17	Demand	3,218,105.29	3,218,105.29	3,218,105.29	2007A - Housing - Reserve Account
2007 Revenue Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2007A - Proj. 1 - Sub-Acct.
2007 Revenue Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2007A - Proj. 2 - Sub-Acct.
2007 Revenue Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2007A - Housing Project Fund
2007 Revenue Bonds	Union	0.000%	30-Apr-17	Demand	1.00	1.00	1.00	2007B - Revenue Account
2007 Revenue Bonds	Union	0.610%	30-Apr-17	Demand	4.89	4.89	4.89	2007B - Interest Account
2007 Revenue Bonds	Union	0.610%	30-Apr-17	Demand	49.56	49.56	49.56	2007B - Principal Account
2007 Revenue Bonds	Union	0.650%	30-Apr-17	Demand	3.07	3.07	3.07	2007B - Proj. 1 - Reserve Account
2007 Revenue Bonds	Union	0.530%	30-Apr-17	Demand	3.76	3.76	3.76	2007B - Proj. 2 - Reserve Account
2007 Revenue Bonds	Union	0.600%	30-Apr-17	Demand	733,364.19	733,364.19	733,364.19	2007B - Housing - Reserve Account
2007 Revenue Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2007B - Proj. 2 - Sub-Acct.
2007 Revenue Bonds	Union	0.000%	30-Apr-17	Demand	-	-	-	2007B - Housing Projects Account
Deposits w/Other Agencies	Various	n/a	30-Apr-17	Demand	-	-	-	GL 1350
Total Unaudited Investments under the direction of fiscal agents					\$ 13,020,360.59	\$ 13,020,360.59	\$ 13,020,360.59	

Please Note: All market value data is provided courtesy of the City's fiscal agent
Union Bank of California.

I certify that this investment portfolio is in compliance with the statement of investment policy of the City of Hesperia and the investment program provides sufficient liquidity to meet expenditure requirements for the next six months, as required by the California Government Code sections 53646(b)(2) and (3), respectively.

* Note: The 1994 A, B & C Notes were refinanced to 2005 Series Bonds in May 2005.


Robert Worby, Financial Analyst


Investment Report

Unaudited

April 30, 2017

<u>Type of Investment</u>	<u>Issuer/ Institution</u>	<u>Interest Rate</u>	<u>Date of Purchase</u>	<u>Date of Maturity</u>	<u>Par Value at Maturity</u>	<u>Book Value</u>	<u>Market Value</u>
Investments under the direction of the City:							
Local Agency Investment Funds	State of California	0.884%	30-Apr-17	Demand	\$ 3,511,031.57	3,511,031.57	3,511,031.57
Money Market	Bank of the West	0.300%	30-Apr-17	Demand	908,428.12	908,428.12	908,428.12
Citizens Business Bank Checking	Citizens Business Bank	n/a	30-Apr-17	Demand	167,573.16	167,573.16	167,573.16
Total Unaudited Investments under the direction of the City					\$ 4,587,032.85	\$ 4,587,032.85	\$ 4,587,032.85

I certify that this investment portfolio is in compliance with the statement of investment policy of the City of Hesperia and the investment program provides sufficient liquidity to meet expenditure requirements for the next six months, as required by the California Government Code sections 53646(b)(2) and (3), respectively.


Robert Worby, Financial Analyst

Investment Report**Unaudited**April 30, 2017

<u>Type of Investment</u>	<u>Issuer/ Institution</u>	<u>Interest Rate</u>	<u>Date of Purchase</u>	<u>Date of Maturity</u>	<u>Par Value at Maturity</u>	<u>Book Value</u>	<u>Market Value</u>
Investments under the direction of the City:							
Local Agency Investment Funds	State of California	0.884%	30-Apr-17	Demand	\$ (271,153.86)	(271,153.86)	(271,153.86)
Money Market	Bank of the West	0.300%	30-Apr-17	Demand	(70,157.10)	(70,157.10)	(70,157.10)
Citizens Business Bank Checking	Citizens Business Bank	n/a	30-Apr-17	Demand	(12,941.52)	(12,941.52)	(12,941.52)
Total Unaudited Investments under the direction of the City					\$ (354,252.48)	\$ (354,252.48)	\$ (354,252.48)

I certify that this investment portfolio is in compliance with the statement of investment policy of the City of Hesperia and the investment program provides sufficient liquidity to meet expenditure requirements for the next six months, as required by the California Government Code sections 53646(b)(2) and (3), respectively.



Robert Worby, Financial Analyst

Hesperia Fire District
Investment Report
Unaudited
April 30, 2017

ATTACHMENT 5

<u>Type of Investment</u>	<u>Issuer/ Institution</u>	<u>Interest Rate</u>	<u>Date of Purchase</u>	<u>Date of Maturity</u>	<u>Par Value at Maturity</u>	<u>Book Value</u>	<u>Market Value</u>
Investments under the direction of the City:							
Local Agency Investment Funds	State of California	0.884%	30-Apr-17	Demand	\$ 3,813,540.14	3,813,540.14	3,813,540.14
Money Market	Bank of the West	0.300%	30-Apr-17	Demand	986,697.79	986,697.79	986,697.79
Citizens Business Bank Checking	Citizens Business Bank	n/a	30-Apr-17	Demand	182,011.17	182,011.17	182,011.17
Total Unaudited Investments under the direction of the City					\$ 4,982,249.10	\$ 4,982,249.10	\$ 4,982,249.10

I certify that this investment portfolio is in compliance with the statement of investment policy of the City of Hesperia and the investment program provides sufficient liquidity to meet expenditure requirements for the next six months, as required by the California Government Code sections 53646(b)(2) and (3), respectively.


 Robert Worby, Financial Analyst

Hesperia Water District
Investment Report
Unaudited
April 30, 2017

ATTACHMENT 6

<u>Type of Investment</u>	<u>Issuer/ Institution</u>	<u>Interest Rate</u>	<u>Date of Purchase</u>	<u>Date of Maturity</u>	<u>Par Value at Maturity</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Account Description</u>
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Investments under the direction of the City:

Local Agency Investment Funds	State of California	0.884%	30-Apr-17	Demand	\$ 7,017,383.09	7,017,383.09	7,017,383.09	
Money Market	Bank of the West	0.300%	30-Apr-17	Demand	1,815,645.35	1,815,645.35	1,815,645.35	
Citizens Business Bank Checking	Citizens Business Bank	n/a	30-Apr-17	Demand	334,922.95	334,922.95	334,922.95	
Total Unaudited Investments under the direction of the City					\$ 9,167,951.39	\$ 9,167,951.39	\$ 9,167,951.39	

Investments under the direction of fiscal agents:

1992 Certificates of Participation	BNY	0.000%	30-Apr-17	Demand	1.42	1.42	1.42	1992B - 421053
1992 Certificates of Participation	BNY	0.000%	30-Apr-17	Demand	-	-	-	1992B - 421056
1992 Certificates of Participation	BNY	0.000%	30-Apr-17	Demand	1.00	1.00	1.00	1992B - 421059
First American Treas - Money Market	US Bank	0.000%	30-Apr-17	Demand	8,855.37	8,855.37	8,855.37	98 A&B - 95453340
First American Treas - Money Market	US Bank	0.000%	30-Apr-17	Demand	30.95	31.95	30.95	98 A&B - 95453341
98 A & B Dep w/Trustee - Collateral	Bank of America	n/a	30-Apr-17	Demand	1,880,000.00	1,880,000.00	1,880,000.00	GL 1319
Deposits - Workers' Comp	PERMA	n/a	30-Apr-17	n/a	422,863.80	422,863.80	422,863.80	GL 1352
Deposits w/SB Co Central Store	SB Co.	n/a	30-Apr-17	n/a	0.00	0.00	0.00	GL 1351
Deposits w/Other Agencies	Various	n/a	30-Apr-17	n/a	0.00	0.00	0.00	GL 1350
Total Unaudited Investments under the direction of fiscal agents					\$ 2,311,752.54	\$ 2,311,753.54	\$ 2,311,752.54	

**Please Note: All market value data is provided courtesy of the City's fiscal agents
Bank of New York (BNY) Trust Company and US Bank.**

I certify that this investment portfolio is in compliance with the statement of investment policy of the City of Hesperia and the investment program provides sufficient liquidity to meet expenditure requirements for the next six months, as required by the California Government Code sections 53646(b)(2) and (3), respectively.


Robert Worby, Financial Analyst

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City of Hesperia STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

BY: Michael Blay, Director Development Services
Jamie Carone, Administrative Analyst

SUBJECT: Amend Measure I Fiscal Year 2016/17-2020/21 Five Year Capital Improvement Plan

RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 2017-031 amending the Measure I Five Year Capital Improvement Plan for Fiscal Years 2016/17-2020/21 to include the revisions made to expenditures for the ADA Transition Plan (CO 7400), the Park and Ride Project (CO 6523), and the FY 2015/16 Annual Street Improvement Project (CO 7130) as well as revisions to the scope of the FY 2016/17 Street Improvement Project (CO 7135), and the addition of expenditures for reimbursements to Lewis Operating Corporation for street improvements at Main Street and Cataba Road, the addition of the FY 2017/18 Street Improvement Project (CO 7145), and the addition of the Ranchero Road Rehab and Main Street Median Project (CO 7137).

BACKGROUND

Jurisdictions receiving Measure I tax revenue from the San Bernardino County Transportation Authority (SBCTA) Local Street Program must annually adopt, by action of their governing body, a Five Year Measure I Capital Improvement Program (MICIP) which outlines the projects upon which the Measure I pass-through funds will be expended. Only projects identified in the current CIP are eligible for use of Measure I revenue and only 50% of the estimated revenue can be programmed for use on general maintenance and city overhead. The other 50% of revenue should be programmed to specific road projects which identify projects by street name and project type. At the end of each year, SBCTA audits the City's Measure I expenditures to ensure they are consistent with the projects programmed in the MICIP. The Fiscal Year 2016/17-2020/21 MICIP was due to SBCTA by September 30, 2016.

ISSUES/ANALYSIS

On September 20, 2016, the City adopted and filed the Fiscal Year 2016/17-2020/21 MICIP with SBCTA as expected. The City identified all of its programmed capital improvement projects in the plan; however, actual funds spent for some projects differed from the projected amount listed in the MICIP for FY 2016/17. These projects include the Park and Ride Project (CO 6523), the ADA Transition Plan (CO 7400), and the FY 2015/16 Annual Street Improvement Project (See Attachment 2). For CO 6523, the City spent \$266 less than anticipated; for CO 7400, the City spent \$38,915 less than anticipated due to a reduced scope of the project; and for CO 7130, the City spent \$1,891 more from the Measure I fund than originally projected.

Other amendments to the MICIP include revisions made to the scope of work for the FY 2016/17 Street Improvement Project (CO 7135) which included the removal of paving locations and the inclusion of slurry seal locations only. Furthermore, three projects with expenditures in

FY 2016/17 were not listed in the original FY 2016/17-2020/21 MICIP including the reimbursements to Lewis Operating Corporation for street improvements at Main Street and Cataba Road in the amount of \$319,186.91, the FY 2017/18 Street Improvement Project (CO 7145), and the Ranchero Road Rehab and Main Street Median Project (CO 7137). Staff projects \$2,000 will be expended on CO 7145 in FY 2016/17 with a total projected cost of \$1,500,000 and \$15,506 will be expended on CO 7137. All three projects along with their respective expenditures will be listed in the amended MICIP report.

All revisions to the FY 2016/17-2020/21 MICIP are included in Attachment 2, and all streets and locations will be listed on the revised report and submitted to SBCTA to comply with the Measure I Five Year Capital Improvement Plan policies and procedures.

FISCAL IMPACT

There is no direct fiscal impact as a result of the subject item. This action simply adopts the Amended Measure I Five Year Capital Improvement Plan 2016/17-2020/21 for the purpose of expending Measure I revenues.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Resolution No. 2017-031
2. Amended Measure I Five Year Capital Improvement Plan 2016/17-2020/21

RESOLUTION NO. 2017-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, ADOPTING AN AMENDED MEASURE I FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2016/17-2020/21 TO INCLUDE AMENDMENTS TO PROJECTED EXPENDITURES AND PROJECT LOCATIONS, THE ADDITION OF REIMBURSEMENTS TO LEWIS OPERATING CORPORATION FOR IMPROVEMENTS MADE TO MAIN STREET AND CATABA ROAD, AND THE ADDITIONS OF THE FY 2017/18 STREET IMPROVEMENT PROJECT (CO 7145) AND THE RANCHERO ROAD REHAB AND MAIN STREET MEDIAN PROJECT (CO 7137).

WHEREAS, Expenditure Plans of the Ordinance require each local jurisdiction receiving revenue from the Measure I tax to expend those funds pursuant to a Capital Improvement Program adopted by resolution of the local jurisdiction; and

WHEREAS, on September 20, 2016, Council adopted Resolution No. 2016-044 adopting the Measure I Five Year Plan for Fiscal Years 2016/17-2020/21; and

WHEREAS, a listing of specific street locations is required for projects with various locations and has since been added to the Amended Measure I Five Year Capital Improvement Plan; and

WHEREAS, a listing of actual expenditures versus projected expenditures for the 2016/17 fiscal year have been added to the Amended Measure I Five Year Capital Improvement Plan; and

WHEREAS, a listing of three new projects with anticipated expenditures in the 2016/17 fiscal year has been added to the Measure I Five Year Capital Improvement Plan including reimbursements to Lewis Operating Corporation for street improvements made at Main Street and Cataba Road, the FY 2017/18 Street Improvement Project (CO 7145), and the Ranchero Road Rehab and Main Street Median Project (CO 7137); and

WHEREAS, Expenditure Plans of the Ordinance require each local jurisdiction to update the Measure I Five Year Capital Improvement Program prior to the end of the fiscal year to include any additional work not previously programmed;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HESPERIA 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 The Measure I Five Year Capital Improvement Plan shall be amended to include revisions to projected expenditures, updated street listings and scopes of work, the addition of reimbursements to Lewis Operating Corporation for street improvements at Main Street and Cataba Road, and the additions of the FY 2017/18 Street Improvement Project, CO 7145 and the Ranchero Road Rehab and Main Street Median Project, CO 7137; and
- Section 3 The City Council hereby adopts the Amended Measure I Five Year Capital Improvement Plan for Fiscal Years 2016/17-2020/21, as described in Attachment 2; and

Section 4 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 20th day of June, 2017.

Paul Russ
Mayor

ATTEST:

Melinda Sayre
City Clerk

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City of Hesperia STAFF REPORT



DATE: June 20, 2017
TO: Mayor and Council Members
FROM: Nils Bentsen, City Manager
BY: Rachel Molina, Assistant to the City Manager
Julie Ryan, Management Analyst
SUBJECT: Federal Legislative Consulting Services

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute a Professional Services Agreement with Tony Strickland ("TS") Consulting for Federal Legislative Consulting Services for one year effective July 15, 2017 and ending June 30, 2018.

BACKGROUND

For many years, the City of Hesperia has utilized the services of federal and state legislative advocates to assist in the organization's legislative goals and objectives. For the past four months TS has provided consulting services regarding federal government issues affecting the City of Hesperia and has worked to secure transportation funding and support for the upcoming Transportation Investment Generating Economic Recovery (TIGER) grant to which the City will be applying.

ISSUES/ANALYSIS

TS is a California corporation specializing in government relations services with its primary emphasis to counsel and advise its clients on the development and implementation of government issues and funding opportunities. TS proposes federal consulting services for \$6,000 per month plus \$400 per month for expenses.

The City's contract is due to expire July 15, 2017. Staff recommends approval of the new contract through June 30, 2018 and believes that TS Consulting Scope of Work and monthly fee (attached) is commensurate with the work they have performed to date.

FISCAL IMPACT

Should Council approve the contract, the monthly fee to contract with Tony Strickland Consulting is \$6,500 or \$78,000 for Fiscal Year 2017-18 plus the \$400 monthly allowance for expenses. The consulting service is not in the proposed budget for Fiscal Year 2017-18. Therefore, additional appropriation authority in the amount \$82,800 will be requested from Council during the first quarter review.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENT

1. Attachment 1 - Scope of Services



Tony Strickland

MEMO

To: City of Hesperia
Mayor and Council Members
Nils Bentsen, City Manager

From: Tony Strickland Consulting

Date: June 9, 2017

Subject: Scope of Services

SCOPE OF SERVICES

Tony Strickland Consulting ("TS") is committed to providing a tailored legislative and funding advocacy strategy that is specifically designed to meet the City of Hesperia's ("City") priority needs and achieve results. As the City's Washington D.C. representative, TS Consulting will provide the following scope of services:

- Work with the City to develop an annual Federal agenda and legislative strategy, including annual goals and objectives.
- Act as the City's legislative liaison with the California delegation.
- Monitor federal grant applications with agency representatives and advise the City and the congressional delegation of key developments, problems and/or grant delays.
- Discuss with the California delegation and other relevant authorizing and appropriations committees the City's priorities.
- Draft congressional testimony, amendments, report language, and correspondence for the Members of Congress, their staff and congressional committees, as necessary.
- Transmit documents, reports and other information on federal issues that affect local programs to City officials.
- Coordinate all logistical support for the City's visits to Washington, including appointments and meetings for City officials with Members of Congress, their staffs, agency representatives and other officials, as needed. Consultant will coordinate all other necessary arrangements and provide office space, equipment and supplies if necessary.

COST OF SERVICES

Description of Services	Standard Fees	Discounted Fee for City of Hesperia
Federal Legislative Consulting Funding Services	\$7,500/month	\$6,500/month

TS Consulting shall receive a flat retainer fee of \$6,500 per month, plus \$400 per month in expenses.

15471 Kernvale Ave. • Moorpark, CA 93021 • (661) 295-4626

City of Hesperia STAFF REPORT



DATE: June 20, 2017
TO: Chair and Commissioners, Hesperia Housing Authority
FROM: Nils Bentsen, City Manager
BY: Rod Yahnke, Economic Development Manager
SUBJECT: CP Walker Consulting for Affordable Housing Monitoring

RECOMMENDED ACTION

It is recommended that the Board of Commissioners of the Hesperia Housing Authority extend the sole source contract with CP Walker Consulting for affordable housing monitoring for one year in an amount not to exceed \$13,000 for a total contract amount of \$63,000.

BACKGROUND

The Hesperia Housing Authority (HHA) has nine projects that require annual monitoring. Monitoring includes management and maintenance of the assets (buildings and grounds) as well as income verification of tenants.

HHA staff completes monitoring of the assets to ensure they are maintained in a high quality condition and that all of the Owner Participation Agreement (OPA) Covenants Conditions and Restrictions are adhered to. Due to the complexity and cost of monitoring tenant's income levels this phase of the monitoring process is outsourced.

ISSUES/ANALYSIS

Even though the State of California dissolved all redevelopment agencies, Hesperia's housing assets and responsibilities were transferred to the HHA. Monitoring will limit the City's potential liabilities by ensuring OPA requirements such as insurance are met by project proponents. In addition, the HHA could be liable to repay HOME funds on three of the projects (Villages at Hesperia, Sunrise Terrace I and II) if it does not take appropriate steps to ensure affordability restrictions are adhered to.

FISCAL IMPACT

The contract will not exceed \$13,000 for a one-year extension. Funding is allocated in the HHA budget in fund 370 for this contract.

ALTERNATIVE(S)

1. Provide alternative direction to staff

ATTACHMENT(S)

None

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City of Hesperia

STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

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

SUBJECT: Approve Amendment No. 3 to the Construction Cooperative Agreement Between the City of Hesperia and the San Bernardino County Transportation Authority

RECOMMENDED ACTION

It is recommended that the City Council approve Amendment No. 3 to the Construction Cooperative Agreement (COOP), Agreement No. C12219, between the City of Hesperia and the San Bernardino County Transportation Authority (SBCTA), formerly the San Bernardino Associated Governments (SANBAG), related to the Ranchero Road & I-15 Interchange Project (C.O. No. 7086) and authorize the Mayor to execute the Amendment.

BACKGROUND

The City pursued the construction of a new interchange on Interstate 15 at Ranchero Road for many years. In order to move forward with this project the City partnered with the SBCTA during the construction phase of the project. On April 3, 2012, the City Council approved a COOP (Agreement No. C12219) with the SBCTA for construction, which was subsequently approved by the the SBCTA Board on April 4, 2012. The COOP defines the roles and responsibilities of the parties, including the funding sources for all phases of the project. The project was released for bids on September 12, 2012, bids were opened on October 18, 2012, and the construction contract was awarded to Security Paving, Inc. on November 7, 2012. Construction commenced at the beginning of January 2013 and all work was complete in June 2015 and the interchange was opened to vehicular traffic.

ISSUES/ANALYSIS

Per the COOP, the City is responsible for 57.5% of the final eligible project costs. Section III(18) of the COOP stipulates that upon completion of the project all eligible costs would be reconciled in order to determine the final funding responsibilities following close-out of the project. SANBAG funded the City's share of the costs up front with Corridor Mobility Improvement Account (CMIA) transportation funds, which must be paid back. The COOP, as previously amended, expires on June 30, 2017 as it was expected that all costs would be reconciled and the amount owed to the SBCTA would be determined prior to this date.

Although construction on the project was completed in June 2015 and the interchange was opened to traffic, the closeout process took another six months and the new interchange was not accepted by Caltrans until December 2015. In addition, Southern California Edison (SCE) would not reconcile their final costs for relocation of their facilities related to the project until a Joint Use Agreement (JUA) was executed and recorded by Caltrans. The JUA was not finalized

until October 2016 and SCE is still in the process of determining their final costs. All other eligible costs for the project have been agreed to between the City and the SBCTA; the only remaining unknown costs are the relocation costs of SCE.

Because of the unexpected length of time it has taken to reconcile all costs associated with this project, the termination date of the COOP is fast approaching. In order to provide more time to finalize the costs and determine the final amount of eligible project costs owed to the SBCTA, staffs from the City and the SBCTA are proposing that the COOP termination date be extended six months, via Amendment No. 3. This amendment will only modify the original COOP by extending the termination date from June 30, 2017 to December 31, 2017, no other modifications are proposed.

Staff is recommending that the Council approve Amendment No. 3 to the original COOP (Agreement No. C12219) and authorize the Mayor to execute the Amendment.

FISCAL IMPACT

There is no impact if the Amendment is signed. However, if the Amendment is not signed, then payback of the CMIA funding will commence immediately. The COOP provides that the City and SANBAG may negotiate a 10-year payback agreement after final costs are determined and also provides a grace period before payback will commence. If no such payback agreement is negotiated before the COOP terminates, then payback will be required immediately, either through cash on hand or through withholding of the City's share of Measure I funds. Extending the termination date of the COOP gives staff more time to negotiate a favorable payback agreement.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Amendment No. 3

AMENDMENT NO. 3 TO COOPERATIVE AGREEMENT NO. C12219

FOR

**INTERCHANGE CONSTRUCTION AT RANCHERO ROAD
IN THE CITY OF HESPERIA**

(CITY OF HESPERIA)

THIS AMENDMENT No. 3 to Cooperative Agreement No. C12219 is made and entered into by and between the CITY OF HESPERIA ("CITY") and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("AUTHORITY"). AUTHORITY and CITY are each a "Party" and collectively "Parties".

RECITALS

- A. On or about April 3, 2012, AUTHORITY and CITY entered into Construction Cooperative Agreement C12219 ("Agreement"), for Construction and Construction Support Services necessary to manage and construct the I-15/Ranchero Road Interchange Project ("PROJECT"); and
- B. On January 29, 2013, AUTHORITY and CITY entered into Amendment No. 1 to Agreement which modified the roles and responsibilities of the Parties: 1) CITY to enter into an agreement with Southern California Edison for utility relocation with direction to prepare a separate amendment to Agreement C12219 if the cost exceeds the approved programmed cost, reimburse AUTHORITY for the cost of the sewer line in Mariposa and Caliente Roads, and pay for and cause to be installed the CITY's potable and reclaimed waterline outside of the scope of the PROJECT; and 2) AUTHORITY and CITY to share the costs 42.5% and 57.5% respectively for the removal of the San Bernardino County Special District's existing waterline; and
- C. On December 20, 2016 AUTHORITY and CITY entered into Amendment No. 2 to extend the termination date through June 30, 2017; and
- C. The Parties desire to further amend the Agreement to extend the termination date through December 31, 2017.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. Section III, Paragraph 14 is deleted in its entirety and replaced with the following:
 - "14. This Agreement shall continue in full force and effect through December 31, 2017. In the event that the conditions in Section III, Paragraph 8 are not fulfilled as of December 31, 2017, then AUTHORITY shall withhold from CITY the disbursement of any current or future allocation(s) of Measure I Local Streets funds

and to apply such current or future allocation(s) as provided in Section III, Paragraph 9, the force and effect of which shall survive the termination date of December 31, 2017, or any other termination of this Agreement, until CITY'S obligation to AUTHORITY is satisfied."

2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 3, all other provisions of the Agreement, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
4. This Amendment No. 3 is effective upon execution by CITY.

IN WITNESS WHEREOF, AUTHORITY and CITY have executed this Agreement below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF HESPERIA

By: _____
Raymond W. Wolfe, Ph.D.
Executive Director

By: _____
Paul Russ, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
Eric Dunn
CITY Attorney

Date: _____

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____

City of Hesperia

STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

BY: Mike Blay Development Services Director
Scott Saude, Facility Supervisor

SUBJECT: Civic Center, Police Department and County Green Belt and Township
Landscape Maintenance Contract

RECOMMENDED ACTION

It is recommended that the Mayor and Council Members authorize the City Manager to execute a three (3) year landscape maintenance and repair contract with Lasting Images Landscape , to provide landscape maintenance and repair services at City Hall, Branch Library, Police Department landscape and the surrounding landscape of the San Bernardino County building and Township project in the not-to-exceed amount of \$205,404.

BACKGROUND

Within the Fiscal Year 2017-18 budget, funding has been allocated for the purpose of contracting landscape maintenance and repair services to maintain City facility landscaping. Without regularly scheduled landscape maintenance and repair existing landscape would fall into disrepair.

ISSUES/ANALYSIS

Facility Maintenance through the Purchasing division solicited three (3) vendors to provide landscape services that will meet the City's needs. Lasting Images Landscape from Chino Hills, California was selected as the lowest responsible/responsive bidder. The proposed contract with Lasting Images Landscape would begin on July 1, 2017 and expire on June 30, 2020.

FISCAL IMPACT

Funding currently exists within the Fiscal Year 2017-18 budget in accounts 100-29-310-3110-7500 for landscape maintenance services. An additional \$30,000 is requested under the contract for equipment, irrigation repairs and plant replacement over the next three years. The additional \$30,000 shall be funded by the Facility Maintenance account 100-29-310-3110-8070.

ALTERNATIVE(S)

1. Provide alternative direction to staff

ATTACHMENT(S)

None

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City of Hesperia STAFF REPORT



DATE: 06/20/2017

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

FROM: Nils Bentsen, City Manager

BY: Mike Blay, Development Services Director
Scott Saude, Facilities Supervisor

SUBJECT: Heating, Ventilation and Air Conditioning (HVAC) Repair Services

RECOMMENDED ACTION

Note: Bids for this project were opened after the posting of the agenda. Bid results will be provided by green sheet prior to the meeting.

BACKGROUND

Each year the City contracts with a Heating, Ventilation and Air Conditioning contractor for maintenance and repair of various City and Water District facilities. This service will provide factory level maintenance and repair services to each unit identified within the scope of work. During the next three (3) years in-house staff will perform preventative maintenance and minor repairs and the selected subcontractor will perform repairs identified by the Preventive Maintenance program or occupant service request. An effective preventative maintenance program will prolong the life of new and existing equipment and reduce the number of unforeseen failures. An aggressive preventative maintenance will not eliminate failures but will significantly reduce the frequency in which they occur.

ISSUES/ANALYSIS

Note: Bids for this project were opened after the posting of the agenda. Bid results will be provided by green sheet prior to the meeting.

FISCAL IMPACT

Funding currently exists within the 2017-18 proposed budgets under accounts 100-29-310-3110-8070 and 700-29-400-4080-8070 for Facility Maintenance and Property Management.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

None

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City of Hesperia STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

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

SUBJECT: Approve and Accept Construction of Roofing Replacement & Repairs (C.O. 6525)

RECOMMENDED ACTION

It is recommended that the City Council accept the work constructed under Roofing Replacement & Repairs (C.O. No. 6525) and authorize staff to record a "Notice of Completion" and release all withheld retention amounts after 35 calendar days from the date of recordation.

BACKGROUND

Over time the roofs of multiple City-owned buildings deteriorated resulting in failure to differing degrees. Perimeter and curb flashing deterioration caused by extreme expansion/contraction, normal seasonal building movement, UV degradation, repairs where mastic has dried out and cracked, ponding water, and defective penetration pans have all contributed to the creation of fail points that allow moisture to penetrate the roof systems and the interior of the buildings. Roof conditions have reached a point where temporary repairs are not the most efficient solution. Therefore, maintenance staff recommended that the roofs be rehabilitated rather than continuing to patch the various roofs.

On June 21, 2016 the Council/Boards adopted the FY 2016-17 Budget and funds were provided for this project within the budget from three sources. When the contract for this work was awarded by the Council at its October 18, 2016 meeting, the Council also adopted Joint Resolution 2016-037, HFPD 2016-12, and HWD 2016-013, which appropriated additional funding to the project in order to move forward with construction. Final funding for this project was allocated as follows: (1) Fund 100 – General Fund - \$242,700, (2) Fund 502 – Fire - \$144,600, and (3) Fund 701 Water - \$45,700 for a total amount of \$433,000.

ISSUES/ANALYSIS

Staff issued a "Notice Inviting Sealed Bids" for this project on August 30, 2016. A total of six bids were accepted and publicly read on September 29, 2016. Subsequently, the Council awarded a contract to R&R Roofing at its October 18, 2016 meeting to construct the Roofing Replacement & Repairs project for the amount of \$388,600 and approved a contract contingency amount of \$38,400. The total expenditure authorization for the Work was \$427,000.

A Notice to Proceed was issued to R&R Roofing to commence work on November 28, 2016. During construction, a total of four contract change orders were requested by the City to compensate the contractor for additional work that was not included in the original scope of

work. Staff felt that the requested additional work would provide improved roofing systems upon completion. The final contract amount for work completed by R&R Roofing, including the approved change orders, was \$407,506.76. The final contract amount was considerably less than the total authorized for expenditures by the Council and exceeded the original contract by the amount of \$18,906.76. Staff utilized a little less than half of the 10% contingency amount authorized by Council for this project. The project was completed on time and within budget.

On April 19, 2017 all work on the project was complete to the satisfaction of the City's construction inspector and project manager. Staff is recommending acceptance of the completed work and authorization to release the final retention payment. Retention funds for this project, in the amount of \$20,375.34 will be available for release to the contractor after recordation of the Notice of Completion pursuant to California Public Contract Code § 7107.

FISCAL IMPACT

Funding for this project, as amended, was included in the City's Fiscal Year 2016-17 Capital Improvement Program Budget identified as C.O. No. 6525.

ALTERNATIVE(S)

1. Do not approve and accept the project.
2. Provide alternative direction to staff.

ATTACHMENT(S)

1. None

City of Hesperia STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

BY: Mark Faherty, Public Works Manager
Scott Smith, Maintenance Crew Supervisor-Traffic

SUBJECT: Award Three-Year Striping Contract - J & S Striping Inc.

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute a three (3) year contract with J & S Striping for citywide restriping services in the not-to-exceed amount of \$879,641.

BACKGROUND

Each year, the Public Works Traffic division is required to maintain traffic legends and approximately 900,000 linear feet of striping within the City in order to provide a safe flow of traffic to all motorists navigating the local roadways. Staff's goal is to schedule striping services twice per year; July through October and the remainder in May and June, or during fair weather days which are acceptable for painting. Along with the scheduled maintenance striping, any striping or legend changes due to new construction and/or engineering orders are also included within the contract.

ISSUES/ANALYSIS

The Finance-Purchasing department, at the request of the Public Works department, solicited bids for citywide restriping services, and received three (3) bids. Upon review of the proposals, it has been determined that, J&S Striping Inc. is the lowest responsible/responsive bidder with a first year cost of \$285,731. The total three-year contract is the not-to-exceed amount of \$879,641. The increase in cost identified within the returned bid is largely due to an increase in the vendors operating costs and an increase in quantities requested within the bid, i.e. legends and striping.

With the increased development the City of Hesperia experienced in early 2000's, a large quantity of the striping and legends which were installed required Thermoplastic in lieu of paint, for roadway striping, crosswalks and legends (per city's standard plan requirement). While this is a superior product, with increased longevity compared to paint, thermoplastic is as well more expensive to install and maintain.

FISCAL IMPACT

This item has been identified in the proposed Fiscal Year 2017-18 budget and will be the first year of the three year contract. Staff budgeted \$150,000 within the 2017/18 budget for this service; with the returned low bid for the first year of \$285,731 a budget shortfall of \$135,731 exists which will be identified in the 2017-18 mid-year budget review. The remaining amount of the contract will be identified in each subsequent fiscal year to continue service throughout the duration of the contract.

ALTERNATIVE (S)

Provide alternative direction to staff.

ATTACHMENT(S)

1. Bid Comparison

ATTACHMENT 1

RFB 2016-17-018 - Road Striping and Pavement Marking Services

Bid Comparison Type: **Non-Taxable**
 Bid Comparison Completed By: **Purchasing**
 Date: **5/17/2017**

Item No.	UOM	Est. Qty	Description	J&S Striping		Superior Pavement Markings		Cal Strip Inc	
				Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount
FISCAL YEAR 2017-2018									
Paint Section									
1	FT	300,000	Double Yellow	\$0.16	\$48,000.00	\$0.20	\$60,000.00	\$0.17	\$51,000.00
2	FT	60,000	Two Way Left	\$0.11	\$6,600.00	\$0.31	\$18,600.00	\$0.16	\$9,600.00
3	FT	15,000	One Way Pass	\$0.11	\$1,650.00	\$0.16	\$2,400.00	\$0.13	\$1,950.00
4	FT	95,000	Centerline	\$0.06	\$5,700.00	\$0.06	\$5,700.00	\$0.09	\$8,550.00
5	FT	100,000	Lane Line	\$0.06	\$6,000.00	\$0.06	\$6,000.00	\$0.10	\$10,000.00
6	FT	180,000	Right Edge Line	\$0.06	\$10,800.00	\$0.10	\$18,000.00	\$0.10	\$18,000.00
7	FT	40,000	Channelizing	\$0.12	\$4,800.00	\$0.19	\$7,600.00	\$0.09	\$3,600.00
8	FT	300,000	Bike Lane	\$0.09	\$27,000.00	\$0.11	\$33,000.00	\$0.13	\$39,000.00
9	EA	20	Right Turn Arrow Paint (Legend)	\$7.75	\$155.00	\$35.00	\$700.00	\$28.00	\$560.00
10	EA	20	Left Turn Arrow Paint (Legend)	\$7.75	\$155.00	\$35.00	\$700.00	\$28.00	\$560.00
11	EA	20	Only Paint (Legend)	\$11.34	\$226.80	\$40.00	\$800.00	\$35.00	\$700.00
12	EA	20	Land Reduction Arrow Paint (Legend)	\$21.98	\$439.60	\$90.00	\$1,800.00	\$60.00	\$1,200.00
13	EA	20	Speed Limit Paint (Legend)	\$10.07	\$201.40	\$40.00	\$800.00	\$36.00	\$720.00
14	EA	20	Right Arrow Through Lane Paint (Legend)	\$14.24	\$284.80	\$45.00	\$900.00	\$70.00	\$1,400.00
15	FT	10,000	Crosswalks Paint (12")	\$1.04	\$10,400.00	\$1.25	\$12,500.00	\$1.73	\$17,300.00
Thermoplastic Section									
16	EA	20	Right Turn Arrow Thermoplastic (Legend)	\$43.81	\$876.20	\$100.00	\$2,000.00	\$42.00	\$840.00
17	EA	20	Left Turn Arrow Thermoplastic (Legend)	\$45.01	\$900.20	\$100.00	\$2,000.00	\$42.00	\$840.00
18	EA	20	Only Thermoplastic (Legend)	\$65.78	\$1,315.60	\$125.00	\$2,500.00	\$60.00	\$1,200.00
19	EA	20	Land Reduction Arrow Thermoplastic (Legend)	\$125.79	\$2,515.80	\$215.00	\$4,300.00	\$75.00	\$1,500.00
20	EA	20	Speed Limit Thermoplastic (Legend)	\$52.51	\$1,050.20	\$120.00	\$2,400.00	\$55.00	\$1,100.00
21	EA	20	Right Arrow Through Lane Thermoplastic (Legend)	\$56.17	\$1,123.40	\$110.00	\$2,200.00	\$115.00	\$2,300.00
22	FT	10,000	Crosswalks Thermoplastic (12")	\$2.98	\$29,800.00	\$2.50	\$25,000.00	\$2.74	\$27,400.00
23	FT	50,000	Centerline Thermoplastic	\$0.13	\$6,500.00	\$0.12	\$6,000.00	\$0.27	\$13,500.00
24	FT	50,000	Lane Line Thermoplastic	\$0.14	\$7,000.00	\$0.12	\$6,000.00	\$0.27	\$13,500.00
25	FT	100,000	Right Edge Line Thermoplastic	\$0.49	\$49,000.00	\$0.20	\$20,000.00	\$0.30	\$30,000.00
26	FT	50,000	Double Yellow Thermoplastic	\$0.91	\$45,500.00	\$0.45	\$22,500.00	\$0.46	\$23,000.00
Pavement Markers & Removal									
27	EA	1000	Raised Pavement Markers: White Single Side	\$1.95	\$1,950.00	\$3.00	\$3,000.00	\$3.00	\$3,000.00
28	EA	750	Raised Pavement Markers: Yellow Single Side	\$2.25	\$1,687.50	\$3.00	\$2,250.00	\$3.00	\$2,250.00
29	EA	100	Raised Pavement Markers: White/Red Double Side	\$2.25	\$225.00	\$3.00	\$300.00	\$4.50	\$450.00
30	EA	3000	Raised Pavement Markers: Yellow Double Side	\$2.25	\$6,750.00	\$3.00	\$9,000.00	\$4.00	\$12,000.00
31	FT	200	Sandblasting (striping)	\$11.03	\$2,206.00	\$3.50	\$700.00	\$5.00	\$1,000.00
32	FT	200	Grinding (striping)	\$6.78	\$1,356.00	\$3.00	\$600.00	\$3.00	\$600.00
33	EA	10	Sandblasting (legends)	\$220.67	\$2,206.70	\$160.00	\$1,600.00	\$150.00	\$1,500.00
34	EA	10	Grinding (legends)	\$135.57	\$1,355.70	\$140.00	\$1,400.00	\$100.00	\$1,000.00
FISCAL YEAR 2017-2018				Total Bid	\$285,730.90	Total Bid	\$283,250.00	Total Bid	\$301,120.00
FISCAL YEAR 2018-2019									
Paint Section									
1	FT	300,000	Double Yellow	\$0.16	\$48,000.00	\$0.21	\$63,000.00	\$0.18	\$54,000.00
2	FT	60,000	Two Way Left	\$0.11	\$6,600.00	\$0.32	\$19,200.00	\$0.17	\$10,200.00
3	FT	15,000	One Way Pass	\$0.11	\$1,650.00	\$0.17	\$2,550.00	\$0.14	\$2,100.00
4	FT	95,000	Centerline	\$0.06	\$5,700.00	\$0.07	\$6,650.00	\$0.10	\$9,500.00
5	FT	100,000	Lane Line	\$0.06	\$6,000.00	\$0.07	\$7,000.00	\$0.11	\$11,000.00
6	FT	180,000	Right Edge Line	\$0.06	\$10,800.00	\$0.11	\$19,800.00	\$0.11	\$19,800.00
7	FT	40,000	Channelizing	\$0.13	\$5,200.00	\$0.20	\$8,000.00	\$0.10	\$4,000.00
8	FT	300,000	Bike Lane	\$0.10	\$30,000.00	\$0.12	\$36,000.00	\$0.14	\$42,000.00
9	EA	20	Right Turn Arrow Paint (Legend)	\$7.99	\$159.80	\$36.75	\$735.00	\$31.00	\$620.00
10	EA	20	Left Turn Arrow Paint (Legend)	\$7.99	\$159.80	\$36.75	\$735.00	\$31.00	\$620.00
11	EA	20	Only Paint (Legend)	\$11.68	\$233.60	\$42.00	\$840.00	\$38.00	\$760.00
12	EA	20	Land Reduction Arrow Paint (Legend)	\$22.64	\$452.80	\$94.50	\$1,890.00	\$64.00	\$1,280.00
13	EA	20	Speed Limit Paint (Legend)	\$10.37	\$207.40	\$42.00	\$840.00	\$40.00	\$800.00
14	EA	20	Right Arrow Through Lane Paint (Legend)	\$14.67	\$293.40	\$47.25	\$945.00	\$76.00	\$1,520.00
15	FT	10,000	Crosswalks Paint (12")	\$1.07	\$10,700.00	\$1.32	\$13,200.00	\$1.75	\$17,500.00
Thermoplastic Section									
16	EA	20	Right Turn Arrow Thermoplastic (Legend)	\$45.13	\$902.60	\$105.00	\$2,100.00	\$50.00	\$1,000.00
17	EA	20	Left Turn Arrow Thermoplastic (Legend)	\$46.37	\$927.40	\$105.00	\$2,100.00	\$50.00	\$1,000.00
18	EA	20	Only Thermoplastic (Legend)	\$67.76	\$1,355.20	\$131.25	\$2,625.00	\$70.00	\$1,400.00
19	EA	20	Land Reduction Arrow Thermoplastic (Legend)	\$129.58	\$2,591.60	\$225.75	\$4,515.00	\$85.00	\$1,700.00
20	EA	20	Speed Limit Thermoplastic (Legend)	\$54.09	\$1,081.80	\$126.00	\$2,520.00	\$65.00	\$1,300.00
21	EA	20	Right Arrow Through Lane Thermoplastic (Legend)	\$57.86	\$1,157.20	\$115.50	\$2,310.00	\$130.00	\$2,600.00
22	FT	10,000	Crosswalks Thermoplastic (12")	\$3.07	\$30,700.00	\$2.53	\$25,300.00	\$2.85	\$28,500.00
23	FT	50,000	Centerline Thermoplastic	\$0.14	\$7,000.00	\$0.13	\$6,500.00	\$0.30	\$15,000.00
24	FT	50,000	Lane Line Thermoplastic	\$0.15	\$7,500.00	\$0.13	\$6,500.00	\$0.30	\$15,000.00
25	FT	100,000	Right Edge Line Thermoplastic	\$0.50	\$50,000.00	\$0.21	\$21,000.00	\$0.32	\$32,000.00
26	FT	50,000	Double Yellow Thermoplastic	\$0.94	\$47,000.00	\$0.46	\$23,000.00	\$0.51	\$25,500.00

Item No.	UOM	Est. Qty	Description	J&S Striping		Superior Pavement Markings		Cal Strip Inc	
				Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount
Pavement Markers & Removal									
27	EA	1000	Raised Pavement Markers: White Single Side	\$1.95	\$1,950.00	\$3.15	\$3,150.00	\$3.15	\$3,150.00
28	EA	750	Raised Pavement Markers: Yellow Single Side	\$2.25	\$1,687.50	\$3.15	\$2,362.50	\$3.15	\$2,362.50
29	EA	100	Raised Pavement Markers: White/Red Double Side	\$2.25	\$225.00	\$3.15	\$315.00	\$4.60	\$460.00
30	EA	3000	Raised Pavement Markers: Yellow Double Side	\$2.25	\$6,750.00	\$3.15	\$9,450.00	\$4.15	\$12,450.00
31	FT	200	Sandblasting (striping)	\$11.37	\$2,274.00	\$3.68	\$736.00	\$6.00	\$1,200.00
32	FT	200	Grinding (striping)	\$6.98	\$1,396.00	\$3.15	\$630.00	\$4.00	\$800.00
33	EA	10	Sandblasting (legends)	\$227.31	\$2,273.10	\$168.00	\$1,680.00	\$175.00	\$1,750.00
34	EA	10	Grinding (legends)	\$139.65	\$1,396.50	\$147.00	\$1,470.00	\$125.00	\$1,250.00
FISCAL YEAR 2018-2019				Total Bid	\$294,324.70	Total Bid	\$299,648.50	Total Bid	\$324,122.50
FISCAL YEAR 2019-2020									
Paint Section									
1	FT	300,000	Double Yellow	\$0.16	\$48,000.00	\$0.22	\$66,000.00	\$0.19	\$57,000.00
2	FT	60,000	Two Way Left	\$0.12	\$7,200.00	\$0.33	\$19,800.00	\$0.18	\$10,800.00
3	FT	15,000	One Way Pass	\$0.12	\$1,800.00	\$0.18	\$2,700.00	\$0.15	\$2,250.00
4	FT	95,000	Centerline	\$0.06	\$5,700.00	\$0.08	\$7,600.00	\$0.11	\$10,450.00
5	FT	100,000	Lane Line	\$0.06	\$6,000.00	\$0.08	\$8,000.00	\$0.12	\$12,000.00
6	FT	180,000	Right Edge Line	\$0.06	\$10,800.00	\$0.12	\$21,600.00	\$0.12	\$21,600.00
7	FT	40,000	Channelizing	\$0.13	\$5,200.00	\$0.21	\$8,400.00	\$0.11	\$4,400.00
8	FT	300,000	Bike Lane	\$0.10	\$30,000.00	\$0.13	\$39,000.00	\$0.15	\$45,000.00
9	EA	20	Right Turn Arrow Paint (Legend)	\$8.18	\$163.60	\$38.59	\$771.80	\$35.00	\$700.00
10	EA	20	Left Turn Arrow Paint (Legend)	\$8.18	\$163.60	\$38.59	\$771.80	\$35.00	\$700.00
11	EA	20	Only Paint (Legend)	\$11.97	\$239.40	\$44.10	\$882.00	\$42.00	\$840.00
12	EA	20	Land Reduction Arrow Paint (Legend)	\$23.19	\$463.80	\$99.23	\$1,984.60	\$67.00	\$1,340.00
13	EA	20	Speed Limit Paint (Legend)	\$10.63	\$212.60	\$44.10	\$882.00	\$45.00	\$900.00
14	EA	20	Right Arrow Through Lane Paint (Legend)	\$15.02	\$300.40	\$49.62	\$992.40	\$85.00	\$1,700.00
15	FT	10,000	Crosswalks Paint (12")	\$1.10	\$11,000.00	\$1.39	\$13,900.00	\$1.82	\$18,200.00
Thermoplastic Section									
16	EA	20	Right Turn Arrow Thermoplastic (Legend)	\$46.23	\$924.60	\$110.25	\$2,205.00	\$58.00	\$1,160.00
17	EA	20	Left Turn Arrow Thermoplastic (Legend)	\$47.50	\$950.00	\$110.25	\$2,205.00	\$58.00	\$1,160.00
18	EA	20	Only Thermoplastic (Legend)	\$69.41	\$1,388.20	\$137.82	\$2,756.40	\$78.00	\$1,560.00
19	EA	20	Land Reduction Arrow Thermoplastic (Legend)	\$132.75	\$2,655.00	\$237.04	\$4,740.80	\$95.00	\$1,900.00
20	EA	20	Speed Limit Thermoplastic (Legend)	\$55.42	\$1,108.40	\$132.30	\$2,646.00	\$75.00	\$1,500.00
21	EA	20	Right Arrow Through Lane Thermoplastic (Legend)	\$59.27	\$1,185.40	\$121.28	\$2,425.60	\$135.00	\$2,700.00
22	FT	10,000	Crosswalks Thermoplastic (12")	\$3.15	\$31,500.00	\$2.66	\$26,600.00	\$2.93	\$29,300.00
23	FT	50,000	Centerline Thermoplastic	\$0.14	\$7,000.00	\$0.14	\$7,000.00	\$0.31	\$15,500.00
24	FT	50,000	Lane Line Thermoplastic	\$0.15	\$7,500.00	\$0.14	\$7,000.00	\$0.31	\$15,500.00
25	FT	100,000	Right Edge Line Thermoplastic	\$0.52	\$52,000.00	\$0.22	\$22,000.00	\$0.33	\$33,000.00
26	FT	50,000	Double Yellow Thermoplastic	\$0.96	\$48,000.00	\$0.47	\$23,500.00	\$0.52	\$26,000.00
Pavement Markers & Removal									
27	EA	1000	Raised Pavement Markers: White Single Side	\$1.95	\$1,950.00	\$3.31	\$3,310.00	\$3.25	\$3,250.00
28	EA	750	Raised Pavement Markers: Yellow Single Side	\$2.25	\$1,687.50	\$3.31	\$2,482.50	\$3.25	\$2,437.50
29	EA	100	Raised Pavement Markers: White/Red Double Side	\$2.25	\$225.00	\$3.31	\$331.00	\$4.65	\$465.00
30	EA	3000	Raised Pavement Markers: Yellow Double Side	\$2.25	\$6,750.00	\$3.31	\$9,930.00	\$4.25	\$12,750.00
31	FT	200	Sandblasting (striping)	\$11.64	\$2,328.00	\$3.87	\$774.00	\$7.00	\$1,400.00
32	FT	200	Grinding (striping)	\$7.15	\$1,430.00	\$3.31	\$662.00	\$5.00	\$1,000.00
33	EA	10	Sandblasting (legends)	\$232.88	\$2,328.80	\$176.40	\$1,764.00	\$200.00	\$2,000.00
34	EA	10	Grinding (legends)	\$143.07	\$1,430.70	\$154.35	\$1,543.50	\$100.00	\$1,000.00
FISCAL YEAR 2019-2020				Total Bid	\$299,585.00	Total Bid	\$317,160.40	Total Bid	\$341,462.50
				Grand Total Bid Amount	\$879,640.60	Grand Total Bid Amount	\$900,058.90	Grand Total Bid Amount	\$966,705.00
				Submitted	\$879,640.60	Submitted	\$900,058.90	Submitted	\$966,705.00
				Difference	\$0.00	Difference	\$0.00	Difference	\$0.00

City of Hesperia STAFF REPORT



DATE: June 20, 2017
TO: Mayor and Council Members
FROM: Nils Bentsen, City Manager
BY: Mark Faherty, Public Works Manager
SUBJECT: Paving Material Demands for Fiscal Year 2017-18

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute an open purchase order with Vulcan Materials Company of Oro Grande, California, for asphalt materials necessary to repair the City streets in the not-to-exceed amount of \$100,000.

BACKGROUND

Each year the City purchases asphalt materials for maintenance of the City's streets. Two types are purchased, "hot mix" for permanent patching, and "cold mix" for temporary patching and certain pothole repairs. The material purchased is used for miscellaneous repairs of City streets, such as filling potholes, small paving projects, and minor drainage improvements. Vulcan Materials is the only local firm that provides hot mix daily on an as-needed basis in the Victor Valley.

ISSUES/ANALYSIS

Staff has budgeted \$237,500 for street maintenance materials in Fiscal Year 2017-18, which includes asphalt, concrete, crack seal material, emulsion and other miscellaneous materials. Of this budgeted amount, staff is requesting Council approve an open purchase order in the not-to-exceed amount of \$100,000 for paving materials. This is based on last year's expenditures for paving materials totaling approximately \$100,000 and the request for \$100,000 this year reflects the amount needed to fund the paving program.

This request to purchase a commodity without bidding is allowable under the single vendor provisions of the Purchasing System established under the Hesperia Municipal Code Section 3.08.070.

FISCAL IMPACT

Funding for this project is identified in the Fiscal Year 2017-18 budget under account 263-29-310-3150-7400.

Budget Amount	\$237,500
Pavement Material	<u>100,000</u>
Balance Remaining	\$137,500

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Vulcan Materials Company quote

Quotation

ATTACHMENT 1



Attn: Jeff 760-947-4060

Quote Name: FOB Oro Grande/San Berdu
Quote #: 1-NIPKKW

HESPERIA/CITY OF
9700 SEVENTH AVE
HESPERIA, CA 92345
Acct#: 219050

2017-2018
FOB Oro Grande/San Bern
HESPERIA, CA 92345

Date:	Thursday, June 8, 2017	Sales Rep :	Joelle Donaldson
Quote Created:	Monday, June 3, 2013		16013 Foothill Blvd
			IRWINDALE, CA 91702
Effective From:	Saturday, July 1, 2017	Phone:	951-316-4069
Quote Expiration:	Friday, June 30, 2017	Fax :	
Price Expiration:	Saturday, June 30, 2018	Email:	donaldsonj@vmcmail.com

Special Instructions:

Fiscal year 2017 / 2018 - Prices are FOB the plant ~ Environmental Fee at \$5.00 / Load

****Prices do not include tax****

ASPHALT

Plant	Product Name	Product #	Qty U/M	F.O.B. Plant Per Unit
ORO GRANDE HMA	COLD MIX 3/8 SC8	457301	1 Tons	\$70.00
ORO GRANDE HMA	SCHL MIX PG70-10	551501	1 Tons	\$68.00
ORO GRANDE HMA	SS1H/GAL	9E0300	1 GA	\$7.00
ORO GRANDE HMA	ST1/2 MM PG70-10	321507	1 Tons	\$63.00
ORO GRANDE HMA	ST3/4 MM PG70-10	221503	1 Tons	\$63.00
ORO GRANDE HMA	ST3/8 M PG70-10	421506	1 Tons	\$63.00
SAN BERNARDINO HMA	COLD MIX 3/8 SC8	457301	1 Tons	\$70.00
SAN BERNARDINO HMA	SCHL MIX 70-10RA	550801	1 Tons	\$68.00
SAN BERNARDINO HMA	SS1H/GAL	9E0300	1 GA	\$7.00
SAN BERNARDINO HMA	ST1/2 MM PG70-10	321507	1 Tons	\$63.00
SAN BERNARDINO HMA	ST3/4 MM PG70-10	221503	1 Tons	\$63.00
SAN BERNARDINO HMA	ST3/8 M PG70-10	421506	1 Tons	\$63.00

Other Charges

Environmental Fee -Agg & Asphalt at \$5.00 / Load

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB plant as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____

Date: _____

Sales Representative: _____

Date: _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <http://www.marsh.com/moi?client=D156>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its West Division in Los Angeles, California, and the laws of the state in which the materials were shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

City of Hesperia STAFF REPORT



DATE: June 20, 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 186

RECOMMENDED ACTION

It is recommended that the Hesperia Fire Protection District (HFPD) Board of Directors adopt Resolution No. HFPD 2017-03 admitting Annexation 186 (0405-194-36-0000) 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 186 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 2017-10
2. Location Map

RESOLUTION NO. HFPD 2017-10

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. 186)

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. 186; 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. 186 (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. 186 has been submitted to this legislative body; and

WHEREAS, The land referred to herein below is situated in the City of Hesperia in the County of San Bernardino, State of California, and is described as follows: Lot 5, Tract No. 5375, in the City of Hesperia, County of San Bernardino, State of California, as per plat recorded in Book 64 of Maps, Pages 85 and 86. Records of said County. Excepting therefrom that portion of said land, conveyed to southern California Edison Company, a corporation, by deed recorded, December 28, 1970 in Book 7579, Page 993, official records. Also excepting therefrom an undivided one-half interest in and to all minerals, oils, gas and other hydrocarbon substances lying and being more than 500 feet below the respective present surface elevations of the above described property, provided however, that such excepted ownership of such one-half be construed to include any right of entry upon any part of the surface of the herein described property for the purpose of exploration development, drilling, storage or other activity and ancillary to the removal of such oil, gas or minerals, as reserved by Clyde E. Bower. et al., in the deed recorded June 14, 1956 in Book 3962, Page 293. Official records, in the office of the County Recorder of said County.

Also excepting unto said Southern Surplus Realty Company, its successors or assigns, the remaining interest in and to all minerals, oil, gas and other hydrocarbon substances which may be produced from that portion of the hereinbefore described land which lies below a plane parallel to and 500 feet below the present surface of said company, its successors or assigns, shall have no right to enter upon the surface of said land, or to use said land or any portion thereof, to a depth of 500 feet, for any purpose whatsoever.

(APN 0405-194-36-0000)

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 20th day of June 2017.

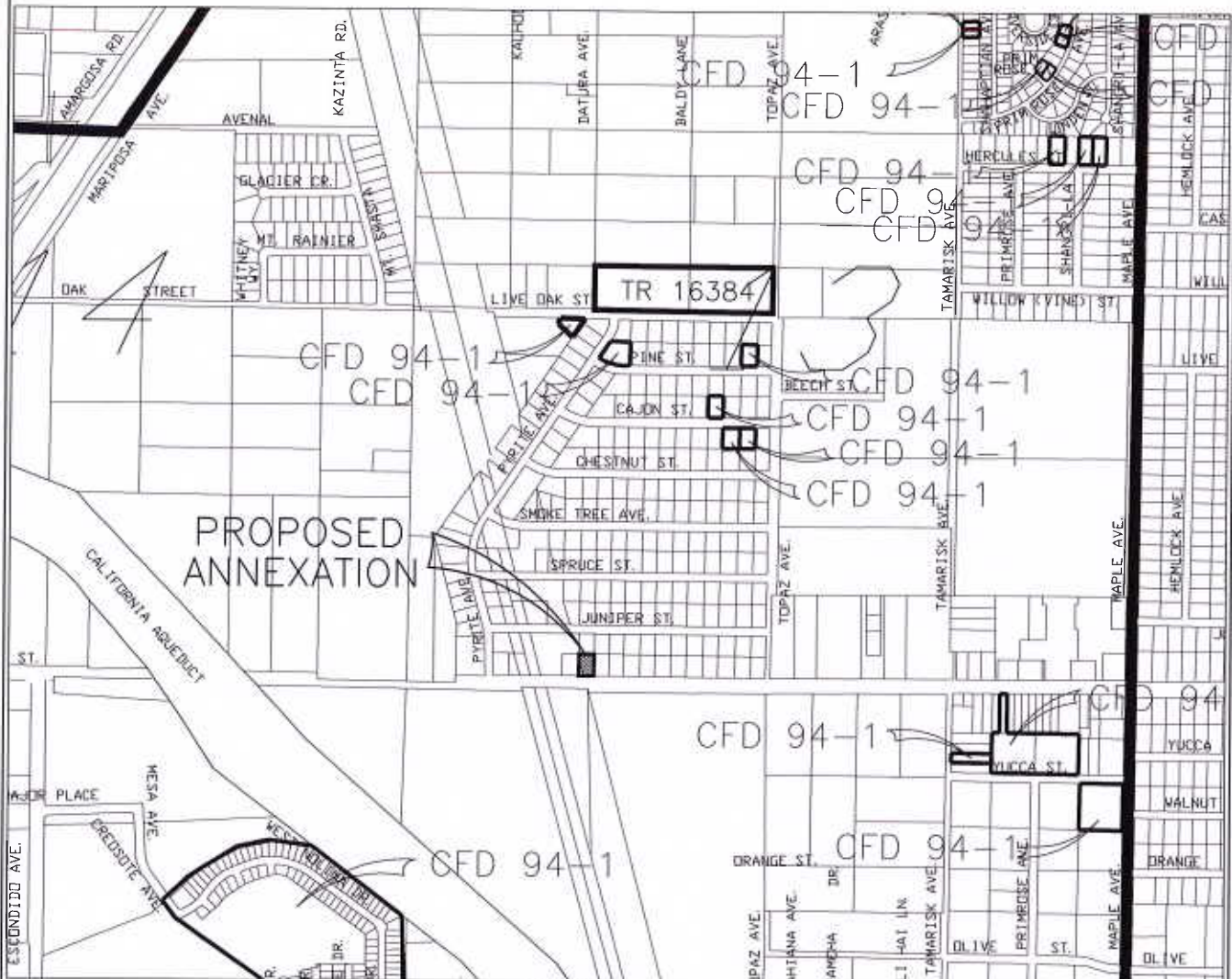
Paul Russ, Chair

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

SHEET 1 OF 1



FILED IN THE OFFICE OF THE SECRETARY OF
 THE HESPERIA FIRE PROTECTION DISTRICT,
 THIS _____ DAY OF _____, 20____

SECRETARY OF THE BOARD
 HESPERIA FIRE PROTECTION DISTRICT
 STATE OF CALIFORNIA

LEGEND

- DISTRICT BOUNDARY
- CFD 94-01 PROPOSED ANNEXATION AREA
- EXISTING ANNEXED AREA

PROPOSED ANNEXATION

APN#: 0405-194-36

LEGAL DESCRIPTION:

LOT 5, TRACT 5375, MB 64/85-86

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 THE 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 THE HESPERIA FIRE PROTECTION DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN BERNARDINO, CALIFORNIA.

SECRETARY OF THE BOARD
 HESPERIA FIRE PROTECTION DISTRICT
 STATE OF CALIFORNIA

PREPARED BY:
 TIMOTHY STARK, PE C76523
 CUBIT ENGINEERING
 16490 WALNUT ST.
 UNIT B-3
 HESPERIA, CA 92345
 JOB: 2017.0074



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

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City of Hesperia STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

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

SUBJECT: Environmental Enhancement and Mitigation Program Grant Application

RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 2017-032 approving the submittal of a grant application for the Environmental Enhancement and Mitigation Program (EEM) for the Ranchero Road and Interstate 15 Interchange Landscaping Project.

BACKGROUND

The Legislature and Governor of the State of California have enacted Section 164.56 of the California Streets and Highways Code, which is intended to provide grant funds to local, state and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities. This program authorizes the legislature to allocate up to \$7 million each fiscal year from the Highway Users Tax Account. Article XIX of the California Constitution imposes restrictions on the use of funds from the Highway Users Tax Account, but permits such funds to be used for the mitigation of the environmental effects of the construction, maintenance, and operation of public streets and highways, among other purposes. The program encourages projects that produce multiple benefits which reduce greenhouse gas emissions, increase water use efficiency, and reduce risks from climate change impacts as further mitigation for the environmental effects of nearby major transportation facilities.

Grants for individual projects are generally limited to \$500,000 each. Every project must mitigate, either directly or indirectly, the environmental impacts of the modification of an existing Transportation Facility (i.e., Ranchero Road) or the environmental impacts of the construction of a new Transportation Facility (Ranchero Interchange). Projects which involve a significant change in the capacity or configuration or physical lay-out of the transportation facility qualify for the EEM program.

ISSUES/ANALYSIS

The program funds projects, which directly or indirectly mitigate the environmental impacts of Related Transportation Facilities (RTFs), such as public streets, highways, mass transit facilities, or their appurtenant features.

The Ranchero Road Interchange was completed in 2015. The new interchange provided additional access through Hesperia and helped achieve acceptable levels of traffic operation along Interstate 15 and on the local roadway network. The partial clover interchange consists of an 8-lane overpass, on/off ramps for both north and south traffic flows, realignment of both

Caliente Road and Mariposa Road, reconstruction of portions of Ranchero Road, and traffic signalized intersection at Ranchero/Caliente and Ranchero/Mariposa.

According to the project California Environmental Quality Act (CEQA) document, the Interchange creates negative impacts to the visual environment, water quality resources, natural communities, plant habitat, and invasive species. By implementing the proposed EEM project, the City will be providing additional mitigation for the transportation project's impacts to the local community.

The project's mitigation measures, in accordance with CEQA, will include the following: texturized slope paving and colors; use of native plantings, rock mulches, and boulders in the landscape areas within the interchange; use of visually compatible ornamental groundcover in basins or bio-swales; incorporating maintenance BMPs, design pollution BMPs, and treatment BMPs; through limiting vegetation removal, relocation, storage, and replanting of sensitive plants, the interchange area and disturbed natural communities will be restored to existing conditions; restoring the project area with reseeded or replanting of native desert plants; preserving and transplanting Joshua Trees within the project impact area; and the landscaping and erosion control included in the project will not use species listed as noxious weeds.

This proposed Landscaping Project would help mitigate the environmental effects of the Interchange project through the building of the bio-swales and planting of drought tolerant plants and trees native to the region to help reduce greenhouse gas emissions, mitigate the heat island effect, increase shade/tree canopies, and mitigate stormwater runoff by introducing water-absorbing leaf canopies and the sponge-like capacity of root mass in soils, and reintroduce environmentally-friendly soil biology and plant systems.

The Landscaping Project will have multiple benefits such as:

- Improve water quality by filtering flows through the vegetated swale and bio-filtration soil media and by reducing sediment discharge;
- Reduce runoff rates and volumes, increase infiltration rates, and increase water quality by removal of urban pollutants such as metals, oil and grease, etc.;
- Enhance the aesthetic of the Interchange and reduce freeway's visual and air quality impacts;
- Include visually appealing landscape for the local community. The landscape will consist of native trees, shrubs and bio-swales that capture rain water during rainy season and irrigated with "smart" irrigation controllers during dry season; and
- Preservation of Joshua Trees.

The grant application submittal deadline is June 21, 2017, and requires the City Council to adopt a resolution approving the submittal of the application to the California Natural Resources Agency for the FY 2016/17 EEM program grant cycle. The resolution also authorizes the City Manager, or his designee, to execute, in the name of the City of Hesperia, all necessary applications, agreements, payment requests, etc., which may be necessary for the completion of the project. All projects receiving grant funding must be completed prior to May 1, 2022. The current project schedule will allow the City to meet this deadline.

FISCAL IMPACT

There is no direct fiscal impact from Council's approval of the EEM grant application. If the application for \$500,000 is approved, the funding will be used for the construction of the project.

ALTERNATIVES

1. Provide alternative direction to staff

ATTACHMENT

1. Resolution No. 2017-032

RESOLUTION NO. 2017-032

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA,
CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FOR
THE ENVIRONMENTAL ENHANCEMENT AND MITIGATION (EEM)
PROGRAM**

WHEREAS, the Legislature and Governor of the State of California have enacted Section 164.56 of the California Streets And Highways Code, which is intended to provide grant funds to local, state and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures and criteria, and is required to submit to the California Transportation Commission a list of recommended projects from which the grant recipients will be selected; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of an application by the Applicants governing board before submission of said application to the State; and

WHEREAS, the City of Hesperia, if selected, will enter into an agreement with the State of California to carry out the Project.

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

- Section 1. That the City Council does hereby approve the filing of an application for the Ranchero Road and Interstate 15 Interchange Landscaping Project; and
- Section 2. That the City Council certifies that Applicant understands the requirements in the Program Guidelines; and
- Section 3. That the City Council certifies that Applicant will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and
- Section 4. That the City Council certifies that Applicant will record a document against the real property that defines the State's interest in the property whether the Grantee owns the property or not; and
- Section 5. If applicable, the City Council certifies that Applicant will comply with the provisions of Section 1771.5 of the State Labor Code regarding payment of prevailing wages on Projects awarded EEM Program Funds; and
- Section 6. That the City Council certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained; and

- Section 7. That the City Council certifies that Applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1.
- Section 8. That the City Manager of the City of Hesperia or his/her designee is hereby authorized and empowered to execute and submit in the name of the City of Hesperia all documents, including but not limited to, applications, agreements, amendments, payment request etc., which may be necessary for the completion of the aforementioned project.
- Section 9. 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 20th day of June 2017.

Paul Russ, Mayor

ATTEST:

Melinda Sayre
City Clerk

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City of Hesperia STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members
City Council, as Successor Agency to the Hesperia Community Redevelopment Agency
Chair and Commission, Hesperia Housing Authority
Chair and Commission, 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 M. Duke, Deputy Finance Director
George Pirsko, Senior Financial Analyst

SUBJECT: Audit Services for FY 2016-17

RECOMMENDED ACTION

It is recommended that the City of Hesperia, Successor Agency to the Hesperia Community Redevelopment Agency, Hesperia Housing Authority, Community Development Commission, Hesperia Fire Protection District, and Hesperia Water District Council/Boards/Commissions enter into a Professional Services Agreement with the independent certified public accounting firm White Nelson Diehl Evans LLP, in the amount of \$89,450 for performing the audit of the City and its component units, for the fiscal year ended June 30, 2017, as well as additional required State reporting for the year ended June 30, 2017.

BACKGROUND

White Nelson Diehl Evans is the City's current auditor and the firm has extensive experience in governmental auditing and a deep familiarity of the City's accounting structure. In accordance with California Government Code 12410.6(b), as of the audit for the Fiscal Year Ending 2016, the lead partner with primary responsibility for the audit has been transferred to Daphnie Munoz CPA, five years earlier than required by the code.

ISSUES/ANALYSIS

The firm of White Nelson Diehl Evans has expertise in the field of governmental accounting, and ensures the City's financial statements are compliant to the latest Government Accounting Standards Board (GASB) statements. One of the prominent GASB statements taking effect for the June 30, 2017 financial statements is Statement 77 Tax Abatement Disclosures, which requires disclosure of information about the nature and magnitude of any tax abatements. An agreement with White Nelson Diehl Evans is recommended for the City's fiscal year end June 30, 2017 audit and required State reporting.

FISCAL IMPACT

The proposed cost of performing the Fiscal Year 2016-17 audit and required State reporting is \$89,450 as detailed below:

\$64,000	Audit (includes the City of Hesperia and its component units, the Hesperia Fire Protection District, the Hesperia Water District, the Community Development Commission, and the Hesperia Housing Authority; also includes the Successor Agency to the Former Hesperia Community Redevelopment Agency)
14,050	State Controller's Office Reporting
3,900	Single Audit and 1 st major grant program
<u>7,400</u>	Single Audit 2 nd through 5 th major grant programs
\$89,450	Total Audit/Reporting Costs

The cost of the audit and State reports will be allocated among the City and its component units based upon the size and complexity of each component unit. Adequate budget exists within the FY 2017-18 Budget.

ALTERNATIVE(S)

Provide alternative direction to staff.

ATTACHMENT(S)

None.

City of Hesperia STAFF REPORT



DATE: June 20, 2017
TO: Mayor and Council Members
FROM: Nils Bentsen, City Manager
BY: Mark Faherty, Public Works Manager
Scott Smith, Maintenance Crew Supervisor/Traffic
SUBJECT: Award of Contract for Street Sweeping Services - Pacific Sweeping

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute a three (3) year contract with Pacific Sweeping for Citywide Street sweeping services in the not-to-exceed amount of \$530,311.

BACKGROUND

Street sweeping services are provided to eliminate trash/debris on the City streets and to minimize debris from entering the City storm drain system. Sweeping services are performed weekly on Main Street and Bear Valley Road, biweekly on "I" Avenue, "E" Avenue, Hesperia Road, City Government facilities, and monthly in all housing tracts and schools with curb and gutter. Bike lanes at minimum will be swept on a quarterly basis.

ISSUES/ANALYSIS

The Finance-Purchasing department, at the request of the Public Works department, solicited bids for citywide sweeping services, and received three (3) bids. Upon review of the proposals, it has been determined that Pacific Sweeping, is the lowest responsible/responsive bidder with a first year cost of \$160,019, and a total three-year contract amount of \$530,311.

FISCAL IMPACT

This item has been identified in the proposed Fiscal Year 2017-18 budget and will be the first year of the three year contract. Staff budgeted \$130,000 within the 2017/18 budget for this service; with the returned low bid for the first year of \$160,019 a budget shortfall of \$30,019 exists which will be identified in the 2017-18 mid-year budget review. The remaining amount of the contract will be identified in each subsequent fiscal year to continue service throughout the duration of the contract.

ALTERNATIVE (S)

Provide alternative direction to staff.

ATTACHMENT(S)

1. Bid Comparison

ATTACHMENT 1

RFB 2016-17-019 - Street Sweeping Services

Bid Comparison Type: **Non-Taxable**
 Bid Comparison Completed By: **Purchasing**
 Date: **5/31/2017**

Item No.	UOM	Description	Locations	Quantity	Pacific Sweeping San Marcos, CA		Clean Street Gardena, CA		CR & R Phelan, CA	
					Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount
FISCAL YEAR 2017-18										
1	Per Week	Normal sweeping (1x per week)	Refer to Sections I-IV of Scope of Work	52	\$1,319.53	\$68,615.56	\$1,610.00	\$83,720.00	\$7,875.00	\$409,500.00
2	Per Month	Normal Sweeping (1x per month)	Refer to Section V of Scope of Work	12	\$5,000.00	\$60,000.00	\$4,984.00	\$59,808.00	\$0.00	\$0.00
3	Per Month	Normal Sweeping (2x per month)	Refer to Sections VI-IX of Scope of Work	12	\$1,366.96	\$16,403.52	\$7,974.00	\$95,688.00	\$0.00	\$0.00
4	Per Hour	Extra Sweeping	TBD - As Needed	100	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00
5	Per Hour	Emergency Sweeping	TBD - As Needed	50	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$150.00	\$7,500.00
FISCAL YEAR 2017-18					Total Bid	\$160,019.08	Total Bid	\$254,216.00	Total Bid	\$427,000.00
FISCAL YEAR 2018-19										
1	Per Week	Normal sweeping (1x per week)	Refer to Sections I-IV of Scope of Work	52	\$1,419.00	\$73,788.00	\$1,610.00	\$83,720.00	\$8,071.88	\$419,737.76
2	Per Month	Normal Sweeping (1x per month)	Refer to Section V of Scope of Work	12	\$5,250.00	\$63,000.00	\$4,984.00	\$59,808.00	\$0.00	\$0.00
3	Per Month	Normal Sweeping (2x per month)	Refer to Sections VI-IX of Scope of Work	12	\$1,366.96	\$16,403.52	\$7,974.00	\$95,688.00	\$0.00	\$0.00
4	Per Hour	Extra Sweeping	TBD - As Needed	100	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00
5	Per Hour	Emergency Sweeping	TBD - As Needed	50	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$150.00	\$7,500.00
FISCAL YEAR 2018-19					Total Bid	\$168,191.52	Total Bid	\$254,216.00	Total Bid	\$437,237.76
FISCAL YEAR 2019-20										
1	Per Week	Normal sweeping (1x per week)	Refer to Sections I-IV of Scope of Work	52	\$1,800.00	\$93,600.00	\$1,642.00	\$85,384.00	\$8,273.67	\$430,230.84
2	Per Month	Normal Sweeping (1x per month)	Refer to Section V of Scope of Work	12	\$5,650.00	\$67,800.00	\$5,084.00	\$61,008.00	\$0.00	\$0.00
3	Per Month	Normal Sweeping (2x per month)	Refer to Sections VI-IX of Scope of Work	12	\$1,975.00	\$23,700.00	\$8,133.00	\$97,596.00	\$0.00	\$0.00
4	Per Hour	Extra Sweeping	TBD - As Needed	100	\$120.00	\$12,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00
5	Per Hour	Emergency Sweeping	TBD - As Needed	50	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$150.00	\$7,500.00
FISCAL YEAR 2019-20					Total Bid	\$202,100.00	Total Bid	\$258,988.00	Total Bid	\$447,730.84
					Total Bid Amount	\$530,310.60	Total Bid Amount	\$767,420.00	Total Bid Amount	\$1,311,968.60
					Submitted	\$530,310.60	Submitted	\$767,420.00	Submitted	\$1,311,968.60
					Difference	\$0.00	Difference	\$0.00	Difference	\$0.00

City of Hesperia STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

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

SUBJECT: Project Funding Agreement with the San Bernardino County Transportation Authority for the Ranchero Road Widening Project (C.O. 7094)

RECOMMENDED ACTION

It is recommended that the City Council approve Project Funding Agreement No. 17-1001692 between the San Bernardino County Transportation Authority (SBCTA) and the City of Hesperia for construction of the Ranchero Road Widening Project (C.O. 7094) and authorize the Mayor to execute the Agreement.

BACKGROUND

The Ranchero Corridor Project consists of several improvements in three phases, 1) the undercrossing at the BNSF Railway Company (BNSF) railroad tracks (at the eastern terminus of the corridor project boundary) which was completed in June 2013, 2) the interchange at Interstate 15 (I-15) (at the western terminus of the corridor project boundary) which was completed in March 2015, and 3) improvements to widen the five-mile roadway segment of Ranchero Road from two lanes to five lanes between these two structures for increased vehicular capacity. The widening of the roadway includes replacing and widening the bridge over the California Department of Water Resources (DWR) aqueduct, as well as widening the at-grade crossing of the Union Pacific Railroad (UP) railroad tracks. The Ranchero Road Corridor project is the City's highest priority for roadway capital construction.

Ranchero Road within this eastern and western boundary is identified in the City's General Plan and Traffic Circulation Plan as a special street and major arterial roadway with seven lanes at ultimate build out. Design and construction of the interchange and undercrossing bridge structures were at ultimate width. Construction plans for widening the street portion of Ranchero Road are designed with five lanes. Like the undercrossing and interchange, the DWR aqueduct crossing and UP at grade crossing will be constructed at ultimate width and striped at the width of five lanes. Currently, construction of the ultimate six-lane configuration for the Corridor Project is not warranted because the four-lane design is anticipated to serve traffic circulation needs for many years to come.

Plans and the environmental process for widening of the roadway, with the exception of a few minor plan revisions, are complete. Design for the aqueduct crossing at ultimate width is currently in progress. Design for the UP crossing will begin when a more concrete timeline for construction of the westerly portion of Ranchero is determined. Some of the next steps prior to consummating construction of the widening project are right-of-way (R/W) acquisition and utility relocation.

ISSUES/ANALYSIS

This project is on the SBCTA's Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program (MLHP) list and associated Measure I Ten Year Delivery Plan. Further, it is eligible for partial funding. In order to receive expenditure reimbursement of the SBCTA's share, a Project Funding Agreement (PFA) must be in place. The PFA is the SBCTA's standard contract.

All expenditures on this project to date have been the sole responsibility of the City. Expenses will continue to be such until a PFA is executed. In preparation of the construction phase, staff is presently pursuing R/W and will be coordinating with utility agencies for utility relocation in the near future. At this juncture of the project, it would be prudent and advantageous to the City to enter into the PFA in order to secure this funding source, successively receiving partial reimbursement of the forthcoming costs.

The PFA includes costs for project approval and environmental document (PA&ED), plans, specifications and estimates (PS&E), R/W and utility relocation. The PFA will require amendment if the estimated total costs for the combined aforementioned components increases. The PFA is established in this manner because project work activities have to be carried out in a timely fashion and timing of construction is yet to be determined. An amendment to the PFA will be processed at a later date to include the construction component.

Some of the key elements for consideration related to executing the PFA are as follows:

- The PFA is entered into in accordance with SBCTA's rules and regulations.
- SBCTA's share is 41.1%.
- The City's share of 58.9%.
- In compliance with SBCTA's rules and regulations, payment of the City's share must be paid from Development Impact Fee (DIF) funds, in this case DIF Streets.
- If DIF funds are not available, other funds may be utilized for the City's share with the establishment of a loan from that particular fund to DIF, containing terms requiring DIF to re-pay its indebtedness to said fund.
- The City pays for all expenditures up front with subsequent reimbursement from SBCTA for eligible expenditures.
- Expenditures prior to execution of the PFA are not eligible for reimbursement.

Grants may become available as an alternative or additional funding source for this project; however, the existing market for grants is highly competitive due to limited grant opportunities. Further, receiving a grant award is not guaranteed and dependency on grant funds could be detrimental to the project, consequently, halting forward progress.

FISCAL IMPACT

Funding for the project is budgeted in account 300-29-700-7094-7500 under DIF Streets in the FY 2017-2018 Capital Improvement Program (CIP) budget in the amount of \$425,000. The project will be budgeted in subsequent fiscal year's CIP pending funding availability. See the chart below for the estimated totals for the subject components. This table is also included in the PFA.

Component	Total Cost	Cost Incurred Prior to Agreement	SBCTA Share of Balance* 41.1%	City Share of Balance 58.9%
PA&ED	\$958,041	\$467,824	\$201,479	\$288,738
PS&E	\$1,717,599	\$935,399	\$321,484	\$460,716
Right of Way	\$1,496,409	\$85,214	\$580,001	\$831,194
Utility Relocation	\$1,000,000	\$0	\$411,000	\$589,000
Total	\$5,172,049	\$1,488,437	\$1,513,964	\$2,169,648

ALTERNATIVE(S)

1. Do not approve the agreement and attempt to secure other funding sources.
2. Provide alternative direction to staff.

ATTACHMENT(S)

1. Project Funding Agreement No. 17-1001692

ATTACHMENT 1

PROJECT FUNDING AGREEMENT NO. 17-1001692

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF HESPERIA

FOR

RANCHERO ROAD WIDENING PROJECT

THIS Project Funding Agreement (“Agreement”) is made and entered into this 12th day of July, 2017, by and between the San Bernardino County Transportation Authority (hereinafter referred to as “SBCTA”) and the CITY OF HESPERIA (hereinafter referred to as “CITY”). SBCTA and CITY shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program (“MLHP”); and
- B. Ranchero Road Widening Project in the City of Hesperia (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. SBCTA has determined that the PROJECT is eligible to receive the Victor Valley Subarea MLHP funds; and
- D. On June 7, 2017, SBCTA’s Board of Directors approved allocation of \$1,513,964 in Victor Valley Subarea MLHP funds for the PROJECT; and
- E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and
- F. Parties desire to proceed with the PROJECT in a timely manner; and
- G. The PROJECT will widen Ranchero Road from two lanes to five lanes from the City Limits at Topaz Avenue to the completed Ranchero Road Undercrossing at 7th Avenue; and

H. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT; and

I. SBCTA and CITY are entering into this Agreement with the understanding that SBCTA will reimburse CITY for eligible PROJECT expenditures with MLHP funds.

NOW, THEREFORE, SBCTA and CITY agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse CITY for the actual cost of the PROJECT up to a maximum of \$1,513,964 in MLHP funds. An estimate of costs for the PROJECT is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT exceeding this amount unless an amendment to this Agreement is approved by the Parties.
2. To reimburse CITY within thirty (30) days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY up to a maximum of \$1,513,964, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.
4. SBCTA shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT expenses for an amount not to exceed \$1,513,964 in MLHP funds unless

this Agreement is amended and approved increasing PROJECT costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT by CITY staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.

3. To abide by all SBCTA, CITY, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
4. To prepare and submit to SBCTA an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to SBCTA as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at CITY Hall. Copies will be made and furnished by CITY upon written request by SBCTA.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
8. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both

Parties, the SBCTA reserves the right to withhold future payments due CITY from any source under SBCTA's control.

10. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT.
11. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of SBCTA and CITY.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by CITY unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;
3. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall SBCTA be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to

be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this Agreement. SBCTA'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.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by SBCTA or June 30, 2022, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated by CITY within twelve (12) months of the Effective Date of this Agreement.
8. SBCTA may terminate this Agreement if CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
10. Attachment A, The Ranchero Road Widening Project (Description of Project and Milestones), and Attachment B, Ranchero Road Widening Project (Summary of Estimated Costs), are attached to and incorporated into this Agreement.
11. This Agreement may be signed in counterparts, each of which shall constitute an original.
12. This Agreement is effective and shall be dated on the date executed by SBCTA.

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF HESPERIA

By: _____
Robert A. Lovingood, President
Board of Directors

By: _____
Paul Russ, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
SBCTA General Counsel

By: _____
Eric Dunn
City Attorney

Date: _____

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment A

RANCHERO ROAD PROJECT

Description of Project and Milestones

PROJECT DESCRIPTION	Widen Ranchero Road from 2 Lanes to 5 Lanes from the City Limits at Topaz Avenue east to the completed Ranchero Road Undercrossing at 7th Avenue. This project connects to the County's portion of the same project from Topaz Avenue west to 0.3 miles east of Mariposa. The milestones are as of July 12, 2017 and are subject to change due to variables regarding the Union Pacific Railroad crossing and the California Department of Water Resources aqueduct crossing.	
PROJECT MILESTONE		BASELINE
Project Study Report Approved		n/a
Begin Environmental (PA&ED) Phase		12/1/2007
Circulate Draft Environmental Document		6/1/2013
Draft Project Report		n/a
End Environmental Phase (PA&ED Milestone)		7/1/2013
Begin Design (PS&E) Phase		3/1/2009
End Design Phase (Ready to List for Advertisement Milestone)		3/15/18
Begin Right of Way Phase		5/2/17
End Right of Way Phase (Right of Way Certification Milestone)		8/15/2018
Begin Construction Phase (Contract Award Milestone)		11/15/2018
End Construction Phase (Construction Contract Acceptance Milestone)		5/31/2022
Begin Closeout Phase		6/30/2022
End Closeout Phase (Closeout Report)		12/31/2022

ATTACHMENT B

RANCHERO ROAD PROJECT

Summary of Estimated Costs

Component*	Total Cost	Cost Incurred Prior to Agreement	SBCTA Share of Balance** 41.1%	City Share of Balance 58.9%
PA&ED	\$958,041	\$467,824	\$201,479	\$288,738
PS&E	\$1,717,599	\$935,399	\$321,484	\$460,716
Right of Way	\$1,496,409	\$85,214	\$580,001	\$831,194
Utility Relocation	\$1,000,000	\$0	\$411,000	\$589,000
Total	\$5,172,049	\$1,488,437	\$1,513,964	\$2,169,648

* The construction phase is not included unless this Agreement is amended and approved.

**SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.

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City of Hesperia

STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

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

SUBJECT: Electric Vehicle Charging Station Funds

RECOMMENDED ACTION

It is recommended that the City Council accept \$11,500 in Air District funds to purchase and install an Electric Vehicle (EV) Charging Station in the City of Hesperia.

BACKGROUND

On October 28, 2013, the Mojave Desert Air Quality Management District (Air District) accepted the return of \$11,500 in unused AB 2766 funds, which had previously been awarded for another project in their jurisdiction. AB 2766 funds can only be used for projects that help reduce emissions and improve air quality.

Because the Air District has a goal of increasing the number of EV Charging Stations within their District, Hesperia was identified as a good location in need of a Charging Station. Accordingly, the Air District contacted staff in March 2014 and offered the released funds to the City for the specific purpose of installing an EV Charging Station.

On April 15, 2014, Council was provided with the Air District standard agreement for consideration in accepting this award. However, at that time, costs exceeded the available Air District fund allocation and Council chose not to accept the funds unless the project would be funded in its entirety, which included installation costs.

On November 18, 2014, staff requested direction from City Council regarding an application to seek additional Air District funds through their AB 2766 Call for Projects grant program, giving the City the opportunity to request additional funding for an EV Charging Station. The City did not move forward with an application.

In April 2017, the Air District contacted staff and offered the funds again for the specific purpose of installing an EV Charging Station stating prices have decreased allowing the \$11,500 to fund the project in its entirety. The Air District prepared their standard agreement (copy attached) and forwarded it along for the City's consideration in accepting this award. Before the City decides to take advantage of this opportunity to accept the funds to install a public access EV Charging Station in Hesperia, several items must be addressed.

ISSUES/ANALYSIS

According to the Department of Energy, there are over 16,000 public and workplace EV charging stations across the U.S., with more than 3,500 located in California. While there are an increasing number of electric vehicles using the roadways, there are not enough public

accessible charging stations to meet the demand. Currently, there are very few public access charging stations in the High Desert.

The range on electric vehicles varies by model, but generally they have a range of approximately 100-200 miles before recharging is needed. The average one-way commute is 20 miles or less with 93 percent of daily commuters driving 35 miles or less. The City would be looking to install a Level II charging station, the most common public access charging station and very similar to the charging system at the Air District. A level 2 charging station at 3.3 kW can provide about 11 miles per hour of charging while a 6.6kW charging station can provide about 22 miles per hour for charging. According to the Air District, there is little-to-no preventive maintenance required on charging stations and the cost to provide electricity to EV users is minimal.

If Council determines that this project is worth pursuing and approves the acceptance of the Air District fund, staff will research various options that best suit the City in providing charging stations.

FISCAL IMPACT

Currently, the Air District has earmarked up to \$11,500 to purchase and install an EV charging station. This includes all related costs, which are not expected to exceed \$11,500. While the City is not required to provide any matching funds, there will be in-kind costs associated with the staff time required to prepare the Scope of Work, prepare the bid package, execute the contract with the vendor/supplier, project construction oversight and related grant administration and reporting requirements.

EV Charging Station Estimate:

(1) Level Two EV Charging Stations	\$ 1,795
(1) Graphic Wrap art design, one-time fee	200
(1) Graphics wrap application	150
(1) Payment/Control Kiosk	2,909
(1) Network fees	299
Shipping & Handling	<u>149</u>
Sub Total	\$ 5,502
Installation of electricity and connection	<u>8,400</u>
Total Project Cost (estimate)	\$13,902
Air District AB 2766 Funds	<u>(11,500)</u>
Cost to City of Hesperia (estimate)	\$ 2,402

ALTERNATIVES

1. Provide alternative direction to staff

ATTACHMENT

1. EV Charging Station Agreement

ATTACHMENT 1

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

This Agreement is made and entered between **City of Hesperia** (hereinafter **Grantee**), located at **9700 Seventh Avenue, Hesperia, California 92345**; and the Mojave Desert Air Quality Management District (hereinafter MDAQMD), located at 14306 Park Avenue, Victorville, California 92392-2310 (**Grantee** 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 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 MDAQMD wishes to use AB 2766 funds to fund a portion of the cost of the **construction of a SAE J1772 standard charging station**; and

WHEREAS, the MDAQMD Governing Board approved the use of AB 2766 funding for a portion of the cost of the **construction of a SAE J1772 standard charging station**; and

WHEREAS, **Grantee** and/or their consultants is willing, able, and qualified to render competently the services as described herein and pursuant to the terms and conditions contained herein and in 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, **Grantee** 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 **Grantee** use toward the funding for a portion of the cost of the **construction of a SAE J1772 standard charging station**. **Grantee** shall produce deliverables and a Final Report as specified in "Exhibit A" and containing sufficient information to substantiate that the funds were used for activities related to reduction of emissions from motor vehicles.

3. Schedule: **Grantee** shall follow the general schedule specified in the Scope of Work, and shall provide, on or before the completion date set forth therein, one (1) original copy 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 **Grantee**.
5. Cost: The total payment to **Grantee** shall not exceed **Eleven Thousand Five Hundred Dollars (\$11,500)**. Payment towards the project shall not exceed the cost of the project as specified in the project proposal or **Eleven Thousand Five Hundred Dollars (\$11,500)**, whichever is less. **Grantee** shall obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in the Scope of Work. **Grantee** 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 **Grantee**, MDAQMD reserves the right to terminate or renegotiate this Agreement.
- a. Payments.
- i. MDAQMD shall not make any advance payment under this Agreement.
 - ii. **Grantee** 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 Program Coordinator. Such claims for payment may be submitted on a monthly basis.
 - iii. MDAQMD will pay **Grantee** for claims in arrears within forty-five (45) calendar days of receipt of proper documentation and verification that **Grantee** has satisfactorily completed the work for which payment is sought.
 - iv. The amount to be paid to **Grantee** 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 **Grantee**. **Grantee** 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, **Grantee** shall certify that complete payment has been made to any and all subcontractors. **Grantee** 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 **Grantee** 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 there under 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 **Grantee** 30 days prior written notice.
- 7. Independent Contractors:
 - a. The relationship of **Grantee** to MDAQMD under this Agreement is that of an independent Contractor. **Grantee** is to exercise its own discretion as to the method and manner of performing its duties. MDAQMD will not exercise control over **Grantee**, its employees, agents, or subcontractors, except regarding the result to be obtained and to verify compliance with the terms of this Agreement. **Grantee** 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. **Grantee** understands that this Agreement does not preclude **Grantee** 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 **Grantee** is that of an independent contractor, **Grantee** shall not become entitled to any employment rights or benefits that are available to the employees of MDAQMD. The Parties further agree that **Grantee** 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 **Grantee** of any material term of this Agreement and failure to cure such breach within thirty (30) days following written notice from MDAQMD; or
- iii. A substantially incorrect or incomplete report submitted to MDAQMD that is not corrected within thirty (30) 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 **Grantee**. 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 **Grantee** the repayment to MDAQMD of any funds disbursed to **Grantee** under this Agreement which in the judgment of MDAQMD were not expended in accordance with the terms of this Agreement. **Grantee** 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, **Grantee** 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, **Grantee** shall reimburse MDAQMD for all funds which MDAQMD has paid. Upon such termination, all the work produced by **Grantee** shall be delivered promptly to MDAQMD.

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

d. Non-Compliance with Scope of Work: The MDAQMD may terminate agreement and request refund of unspent funds if the project or milestones identified on the Scope of Work with an “*” are not

met by the date specified in the Scope of Work, unless the Scope of Work has been modified pursuant to the provisions of Paragraph 19.

9. Indemnification: **Grantee** 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 **Grantee** acts, errors or omissions in performing services pursuant to this Agreement. **Grantee** 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 **Grantee** 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, **Grantee** shall secure and maintain, throughout the term of the Agreement, the following types of insurance issued by companies reasonably acceptable to MDAQMD. **Grantee** will procure and maintain insurance as required by law or regulation. At a minimum, **Grantee** 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;
- iv. General commercial liability insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of \$1,000,000 per occurrence and in the aggregate.

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

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

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

- i. MDAQMD, its officers, agents, and employees, individually and collectively, shall be named as additional insured (except for workers' compensation insurance) on **Grantee** self-insurance plans, but only insofar as the operations under this Agreement are concerned;
- ii. Such self-insurance plans shall be reasonably satisfactory to MDAQMD; and
- iii. All those provisions identified in subsection 10.c. of this Agreement concerning the relationship of **Grantee** primary and MDAQMD's excess insurance to each other, the requirement of **Grantee** delivering a certificate of insurance or other suitable evidence to MDAQMD, and the cancellation/change of insurance requirements shall apply to such self-insurance plans.

11. Audits and Inspections:

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

of this Agreement.

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

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

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

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

Any and all notices to MDAQMD and **Grantee** 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. **Grantee** 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, **Grantee** 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: **Grantee** has six months to identify a site and one year subsequent to complete project. Extension by mutual agreement may be granted.

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 **Grantee**, 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

GRANTEE

ELDON HEASTON

Executive Director

Dated:_____

Approved as to legal form:

KAREN K. NOWAK

District Counsel

Dated:_____

END OF CONTRACT.

NILS BENTSEN

City Manager

Dated:_____

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City of Hesperia

STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

BY: Melinda Sayre, City Clerk

SUBJECT: Mojave Water Agency Request to Agree to Purchase of Tax-Defaulted Properties in Hesperia (APN 0397-181-14-000)

RECOMMENDED ACTION

It is recommended that the City Council approve a request from the Mojave Water Agency regarding the purchase of tax-defaulted properties in the City of Hesperia from the San Bernardino County Assessor's Office.

BACKGROUND

The Mojave Water Agency (MWA) submitted a procedural request (attached) to the City requesting consent and approval to purchase a tax-defaulted property from the County of San Bernardino located within the City of Hesperia. MWA has indicated that the properties subject to the request are to be purchased to support the recharging area of the Antelope Wash Recharge Basin Project.

ISSUES/ANALYSIS

Revenue and Taxation Code Section 3775 stipulates that the price of such tax-defaulted properties shall be agreed upon between the County Board of Supervisors and the State Controller and the governing body of any city in which such property may be located. The County has priced this parcel at \$19,350.

The subject property (Assessor Parcel Number 0397-181-14-0000) is located in the Antelope Valley Wash. Staff has reviewed the property information and recommends that the City Council approve the purchase by MWA.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ALTERNATIVE(S)

1. Provide alternative direction to staff

ATTACHMENT(S)

1. Request received from the Mojave Water Agency dated June 13, 2017

**AUDITOR-CONTROLLER/
TREASURER/TAX COLLECTOR**

ATTACHMENT 1

RECEIVED

MOJAVE WATER AGENCY

17 MAY 22 PM 1:10

- ☐ 268 West Hospitality Lane, Fourth Floor
San Bernardino, CA 92415-0018 • (909) 387-8322 • Fax (909) 890-4045
- ☒ 268 West Hospitality Lane, First Floor
San Bernardino, CA 92415-0360 • (909) 387-8308 • Fax (909) 890-5797



Matt Brown

Assistant Auditor-Controller/Treasurer/Tax Collector

John Johnson

Assistant Auditor-Controller/Treasurer/Tax Collector

May 19, 2017

Mojave Water Agency
Attn: Kirby Brill
13846 Conference Center Dr.
Apple Valley, CA 92307

Re: Request to purchase tax-defaulted properties

Dear Mr. Brill:

We are in need of supporting documentation to complete the sale of tax-defaulted property under the Chapter 8 guidelines. We ask for your assistance in complying and returning all necessary paperwork to our office as soon as possible.

Enclosed you will find two "Exhibit A" which lists the parcel(s) requested and still available to your agency. A checklist that outlines all required documents is enclosed. To assist you in completing these requirements, four (4) Agreements are enclosed for the parcels that are *not* within the city limit and another four (4) Agreements for a single parcel that is within city limits and requires an extra signature. Please fill all of them out and return to us with the remaining documents on the check list.

If you have any questions, please feel free to contact me at (909) 252-5429.

Sincerely,

Oscar Valdez
Auditor-Controller/Treasurer/Tax Collector

By: Kelly McKee, Tax Sale Manager
Office of the Auditor-Controller/Treasurer/Tax Collector
County of San Bernardino
(909) 252-5429 Phone
(909) 890-5797 Fax
kelly.mckee@atc.sbcounty.gov

Public Agency

Objection Application Checklist

One copy of each of the following:

- ☒ *Completed Purchase Application Form (blank form available through SCO) (**Rev & Tax Code 3695.4**)
- ☒ *Objection letter or statement with indication of the date it was submitted to the tax collector's office (**Rev & Tax Code 3695.4**)
- ☒ *Agency mission statement.
- ☐ *If redevelopment agency, description/map of survey area. (**Rev & Tax Code 3791.3**)
- ☐ *Resolution/Official Minutes of public agency showing authorization to purchase
- ☒ *Document listing each parcel and a description of the purpose and intended use for each parcel (**Rev & Tax Code 3695.4**)
- ☐ **Board of Supervisor's resolution or sale approval document showing the minimum bid price of the particular parcel(s) for the Chapter 7 sale that is the subject of objection.
- ☐ **Letter or note on county stationary or affidavit from newspaper showing publication date of the first notice of sale for the chapter 7 sale. **Note:** if a notice of sale has not yet been published, a letter or note on county stationary stating this fact.
- ☐ **Board of Supervisor's resolution or sale approval document of Chapter 8 agreement
- ☐ **Parcel Description(s) – e.g. APN, Lot and Block, Legal Description
- ☐ **Plat Map(s)
- ☐ **Notice(s) of Power to Sell
- ☐ ***Executed Agreement (blank form available through SCO) (**Rev & Tax Code 3795**)

* Supplied by Purchaser
** Supplied by the Tax Collector
*** Completed by Purchaser and Tax Collector

AGREEMENT TO PURCHASE TAX-DEFAULTED PROPERTY

This agreement is made this _____ day of _____, _____, by and between the Board of Supervisors of San Bernardino County, State of California, and Mojave Water Agency ("PURCHASER"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A", is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provisions of law.

It is mutually agreed as follows:

1. That, as provided by Revenue and Taxation Code §3800, the cost of giving notice of this agreement shall be paid by the PURCHASER, and
2. That the PURCHASER agrees to pay the sum of \$ 19,350.00 for the real property described in Exhibit "A" within 15 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.
3. The property sold pursuant to this agreement is offered and sold as is. The State, the County, and each employee of those entities acting in the employee's official capacity in preparing, conducting, and selling property under this agreement, are not liable for any known or unknown conditions of the property, including, but not limited to, errors in the Assessor's records pertaining to improvement of the property.
4. That the PURCHASER agrees to use the parcel(s) for public purpose under the following intent:

5. That, if said purchaser is a taxing agency as defined in the Revenue and Taxation Code §121 or any other agency that receives its revenue share under the provision of Division 1. Part 8, Chapter 3 of the Revenue and Taxation Code, it will not share in the distribution of the payment required by the Agreement as defined by §3791 and §3720 of the Revenue and Taxation Code.

If all or any portion of any individual parcel described in this agreement is redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that individual parcel.

The undersigned hereby agree to the terms and conditions of this agreement and are duly authorized to sign for said agencies.

This document is being executed in counterpart each of which constitutes an original

ATTEST:

(Purchaser)

(seal)

By: _____

ATTEST: SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF THE
BOARD

BOARD OF SUPERVISORS

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____

By _____
Deputy

(seal)

By _____
Robert Lovingood, Chairman

Pursuant to the provisions of Revenue and Taxation Code §3775, the governing body of the City of Hesperia, hereby agrees to the selling price as provided in this agreement.

ATTEST:

CITY OF Hesperia

Deputy

(seal)

By _____
Mayor

Pursuant to the provisions of Revenue and Taxation Code §3795, the Controller approves the foregoing agreement this _____ day of _____.

BETTY T. YEE, CALIFORNIA STATE CONTROLLER

By: _____
KAREN GARCIA, MANAGER
Government Compensation and Property Tax
Standards Section

EXHIBIT A

Mojave Water Agency

0397-181-14-0000	\$	19,350.00
Total:	\$	19,350.00



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

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

SUBJECT: Advance Disposal Rate Structure

RECOMMENDED ACTION

It is recommended that the City Council conduct a Proposition 218 Public Hearing related to new maximum rates for solid waste and recycling services in the City of Hesperia; in the absence of a majority vote of opposition adopt Resolution No. 2017-026 approving the maximum rates for solid waste and recycling services in the City of Hesperia and allow for rate adjustments annually up to five years.

BACKGROUND

On February 21, 2012, a Proposition 218 hearing was held where the City Council approved the "Amended and Restated Exclusive Franchise Agreement" (Franchise Agreement) with Advance Disposal for the collecting, hauling and processing of all solid waste in the City of Hesperia and approved the maximum rate structure with automatic adjustments to occur annually for five years, which sunset occurred on February 21, 2017.

As detailed in the Franchise Agreement, Advance Disposal has the right to request a Cost of Living Adjustment (COLA) to its rates on each anniversary of the Franchise Agreement and pass-through to rate payers any increase in tipping fees charged by the County of San Bernardino. In addition, rate adjustments can continue as approved by a Proposition 218 hearing, on an annual basis for up to five years. Any further adjustments will be subject to a new Proposition 218 process.

On March 21, 2017, the request for new maximum rates for solid waste and recycling services was presented to City Council and a Proposition 218 notice was approved for a future Council meeting public hearing.

ISSUES/ANALYSIS

The Franchise Agreement allows Advance Disposal the opportunity to request increases to the current rate. Two adjustments to the current rate structure are being requested, with the first being an increase to the annual inflationary increases or Cost of Living Adjustment (COLA), and the second is the increase of the landfill tipping fees charged by the County of San Bernardino. In addition, by increasing the COLA and tipping fee, the franchise fee will increase.

The adjustments for annual inflationary increases, or COLA, accounts for the increased cost of providing refuse services and reflects increases in, among other things, the cost of labor,

electricity, supplies, equipment and gasoline. As outlined in the Franchise Agreement, the COLA is based on the Consumer Price Index (CPI) for September to August of the preceding year. The CPI increase for the period outlined is 1.7%, or \$0.31 per month for regular residential service and \$2.08 per month in the commercial rate for the three cubic yard bin.

The landfill tipping fee charged to Advance Disposal by the County of San Bernardino is the cost of delivering refuse to a County landfill. In FY 2016-17, the County of San Bernardino tipping fee was \$37 per ton, while the FY 2017-18 tipping fee will be \$37.13, which equates to a 0.351% increase to the disposal component. As a result, the regular residential rate will increase by \$0.02 per month and a commercial rate customer using a three cubic yard bin will experience an increase of \$.08 per month.

The final increase is the calculation of the franchise fee paid to the City. The franchise fee is calculated on 10% of Advance Disposal's gross revenue, with an exclusion of the MRF expansion rate. By using the example of the residential rate, the COLA and tipping fee increase totaled \$0.33 per month, the franchise fee equates to \$0.04 increase per month. Moreover, the total increase to the commercial rate for the three cubic yard bin is \$2.16 per month, which equates to a franchise fee increase of \$0.22 per month.

The rate structure in Attachment 1 lists the new maximum rates as modified by the COLA and pass-through tipping fee increases. If approved, the new maximum regular residential monthly rate will increase from \$26.96 to \$27.33, a \$0.37 increase per month. The commercial rate for a three cubic yard bin will increase by \$2.38 per month.

In addition to the annual request for COLA and tipping fee adjustments, Advance Disposal is requesting new service rates for service types not previously listed on the rate structure. These proposed rates are included as Attachment 2 and Attachment 3.

The City Council approved service rates were noticed in the City's adjudicated newspaper and sent to all property owners and tenants on April 28, 2017, within the City in accordance with the noticing requirements for a Proposition 218 public hearing. Following receipt of the notices, a 45-day comment period was provided where property owners wishing to protest the increase could submit a written protest to the City Clerk's Office before the public hearing or attends the public hearing June 20, 2017, on the increases to register their written protest at the hearing. Verbal protests presented at the hearing will be heard but will not be counted. Only written protests will be counted and only one written protest per identified parcel relating to the fee increase will be heard. As of June 7, 2017, thirty-one (31) written protests have been received. Attachment 5 provides the comments as addressed by property owners. At the hearing, the City Council must consider these and any additional written protests against the fee increases provided to the City Clerk prior to the close of the 218 hearing. If written protests are presented by a majority (50 percent plus one) of property owners or tenants of parcels within the City of Hesperia, the fee increase cannot be imposed. The recommended Proposition 218 hearing will allow for rate adjustments annually for up to five years.

FISCAL IMPACT

There is no negative fiscal impact to the City associated with this action. Franchise fees will move upward with the associated increase in rates.

ALTERNATIVE(S)

1. As the proposed increase is contractually provided for in the Franchise Agreement, the COLA adjustment and pass-through request is an action requiring Council ratification. A vote to not approve the adjustments could result in a possible breach of contract action.
2. The Council may provide alternative direction to staff.

ATTACHMENT(S)

1. Resolution No. 2017-026
2. Attachment 1 - Notice of Public Hearing
3. Attachment 2 - Rate Structure 1: COLA and Tipping Fee Adjustment
4. Attachment 3 - Rate Structure 2: New Service Type Requests
5. Attachment 4 - Rate Structure 3: Changes in Rate Computation
6. Attachment 5 - Property Owner Comments

RESOLUTION NO. 2017-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, ESTABLISHING NEW MAXIMUM SOLID WASTE HANDLING SERVICE RATES FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL ACCOUNTS WITH ADVANCE DISPOSAL WITHIN THE CITY LIMITS OF THE CITY OF HESPERIA

WHEREAS, on February 21, 2012, the City of Hesperia, California and Bestway Disposal, Inc., dba Advance Disposal, entered into an Amended and Restated Exclusive Franchise Agreement for the collection, hauling and processing of all solid waste within the City of Hesperia; and

WHEREAS, Section 8 of the Agreement provides that Advance Disposal may charge residential owners and/or renters and proprietors of commercial and industrial businesses fees and charges fixed by the Permittee, not to exceed the maximum fees and charges authorized from time to time by resolution of the City Council; and

WHEREAS, Section 8 of the Agreement provides that commencing from the date of adoption for any COLA adjustment or pass-through shall continue automatically on a year-to-year basis for a period not to exceed five (5) years after the date such adjustments were adopted in accordance with Proposition 218.

WHEREAS, Section 8 of the Agreement provides that at the end of the five-year period, there shall be no further CPI escalations or other automatic adjustments to the Maximum Rate Schedule unless or until further automatic adjustments are adopted through a subsequent Proposition 218 process as required by Government Code Section 53756.

WHEREAS, the City Council has determined that the maximum fees as set forth in "Attachment A" of this Resolution are fair and reasonable maximum rates for the solid waste collection and disposal services to be provided by Advance Disposal.

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

- Section 1. All of the recitals in this Resolution, as set forth above, are true and correct.
- Section 2. The Solid Waste Collection and Disposal Rates as set forth in "Attachment A" to this Resolution are hereby adopted as the maximum rates which Advance Disposal can charge to residential owners and/or renters and proprietors of commercial and industrial establishments within the city limits of the City of Hesperia.
- Section 3. The effective date of this resolution shall be July 1, 2017, at which time those rates and charges found in Resolution 2012-012 shall be amended as detailed herein.
- Section 4. 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 20th day of June 2017.

Paul Russ, Mayor

ATTEST:

Melinda Sayre
City Clerk



City of Hesperia

Gateway to the High Desert

NOTICE OF PUBLIC HEARING

BY THE CITY COUNCIL OF THE CITY OF HESPERIA REGARDING INCREASES TO SOLID WASTE DISPOSAL FEES PURSUANT TO ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION

Owners and Tenants of the Addressed Property:

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the City Council, City of Hesperia, California on the following date:

DATE OF HEARING: June 20, 2017

TIME OF HEARING: 6:30 p.m., or as soon thereafter as possible

PLACE OF HEARING: City Hall - City of Hesperia
Council Chamber, 9700 Seventh Avenue
Hesperia, California 92345
(760) 947-1589

FOR THE FOLLOWING PURPOSE:

The City Council of the City of Hesperia will hold a public hearing pursuant to Article XIIID of the California Constitution (commonly referred to as Proposition 218) to consider proposed rate increases for the collection, hauling and processing of solid waste pursuant to the terms of the franchise agreement between Bestway Disposal, Inc., dba Advance Disposal, and the City. The proposed rate increase includes (i) a proposed increase in monthly fees for services provided by Advance Disposal, and (ii) an expansion in services provided by Advance Disposal. This 45-day notice is hereby given in accordance with Section 6(a) of Article XIIID of the California Constitution. The purpose of this notice is to provide you with information about the proposed increase in the fees charged by Advance Disposal, and to inform you about your opportunity to protest the fee increase by submitting written protests prior to or during this public hearing.

Under the franchise agreement, Advance Disposal may request increases to its fees, annually, based on an increase, if any, in the Consumer Price Index (CPI) for the Los Angeles-Anaheim-Riverside-Orange County area for the period of September to August of the preceding year, an increase, if any, in tipping fees and landfill fees charged by the County of San Bernardino ("County"), and an increase, if any, in the cost of living adjustment ("COLA"). If approved, the new solid waste disposal fees will go into effect on or after July 1, 2017.

The proposed solid waste collection, hauling and processing fees are detailed in Exhibits "A", "B" and "C", which are attached to this notice and incorporated herein and made a part of this notice by this reference.

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

Nils Reutens, City Manager

9700 Seventh Avenue
Hesperia, CA 92345
760-947-1018
TDD 760-947-1119

www.cityofhesperia.us



City of Hesperia

Please note that the proposed rate increases in Exhibit A allows for an annual increase in solid waste fees commencing July 1, 2017 and on each July 1 thereafter, until July 1, 2022, based on increases, if any, in the CPI as outlined above, as well as an annual pass-through of additional County tipping fees, if any, upon the adoption of a Resolution.


This notice has been mailed to the property listed on the service bill. Persons responsible for the payment of the service charges, which includes owners of real property subject to the fee increases (or renters of such property who actually pay the fee) in the City of Hesperia, who wish to protest the increases can send in a written protest to the address below or attend the public hearing on the increases to register their written protest at the hearing. Only one written protest per identified parcel (i.e. address/assessor parcel number) relating to the fee increase will be heard. Written protests must be received prior to or during the public hearing on **JUNE 20, 2017**. Any written protests received following the close of the public hearing will not be counted. All written protests must (at a minimum) include the following information to be counted: (a) Address or assessor parcel numbers of property subject to the fee increase, (b) whether the protester is an owner or renter and (c) a clear statement protesting a particular fee or fees pursuant to this notice. The City council will not adopt the rate increase if written protests are presented by a majority (50% +1) of owners or tenants of the parcels upon which the fee will be imposed. Oral protests presented at the hearing will be heard but will not be counted. Only written protests will be counted.

Any person wishing to protest the increase may submit written protests to the City Clerk's office at 9700 Seventh Avenue, Hesperia, California 92345, before or during the public hearing.

Any additional information on the increase may be obtained from the City's Management Analyst at the phone number and address on the front of this notice.

If you challenge this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing as described in this Public Hearing Notice, or in written correspondence delivered to the City Clerk at, or prior to the Public Hearing.

DATED: This 22nd day of March 2017



Melinda Sayre,
City Clerk

SERVICE TYPE		Current Basic Rate	Cola & Tipping Fee Adjustment	Total Rate
<u>RESIDENTIAL MONTHLY RATE BILLED EVERY TWO MONTHS</u>				
Regular Residential Service (2 carts)		26.96	0.37	27.33
Low Volume Service (1 cart)		24.87	0.35	25.22
Hardship Service		8.12	0.13	8.25
Duplex Multi-Family (carts)		52.94	0.71	53.65
Triplex Multi-Family (carts)		79.01	1.06	80.07
Fourplex Multi-Family (carts)		104.99	1.40	106.39
Bulky Item Pickup (over 4 pickups or 8 items per year)		36.74	0.54	37.28
Burnt or Damaged Carts		54.60	0.81	55.41
Additional Tan 95 Gallon Barrel		3.18	0.06	3.24
Redelivery Fee (for non-payment)		26.53	0.46	26.99
Special Pick-up (at customer request or frequent missed)		26.53	0.46	26.99
<u>RESIDENTIAL BIN RATES:</u>				
Size	Frequency			
1.5YD	1 Per Week	76.12	1.03	77.15
1.5YD	1 Per Week -- Customer Shared	76.12	1.03	77.15
1.5YD	2 Per Week	146.06	1.94	148.00
1.5YD	3 Per Week	221.29	2.94	224.23
2 YD	1 Per Week	97.59	1.30	98.89
2YD	1 Per Week -- Customer Shared	97.59	1.30	98.89
2YD	2 Per Week	186.56	2.49	189.05
2YD	3 Per Week	273.64	3.63	277.27
3 YD	1 Per Week	141.65	1.89	143.54
3YD	1 Per Week -- Customer Shared	141.65	1.89	143.54
3YD	2 Per Week	270.08	3.59	273.67
3YD	3 Per Week	396.79	5.26	402.05
Bulky Item Pickup - Multi Family		36.74	0.54	37.28
(over 10 times per year for each time of service received per week)				
<u>COMMERCIAL RATES BILLED MONTHLY BASED ON SERVICE LEVEL:</u>				
<u>NON-FOOD HANDLING</u>				
Commercial Waste Wheeler		51.12	0.72	51.84
1.5 Cubic Yards				
1) One Service Weekly				
a) Uncompacted		89.69	1.25	90.94
b) Compacted		130.65	1.82	132.47
2) Two Services Weekly				
a) Uncompacted		177.13	2.46	179.59
b) Compacted		259.32	3.58	262.90
2.0 Cubic Yards				
1) One Service Weekly				
a) Uncompacted		116.45	1.61	118.06
b) Compacted		170.61	2.37	172.98
2) Two Services Weekly				
a) Uncompacted		227.79	3.15	230.94
b) Compacted		333.30	4.60	337.90
3) Three Services Weekly				
a) Uncompacted		336.01	4.64	340.65
b) Compacted		492.08	6.79	498.87

SERVICE TYPE	Current Basic Rate	Cola & Tipping Fee Adjustment	Total Rate
3.0 Cubic Yards			
1) One Service Weekly			
a) Uncompacted	171.41	2.38	173.79
b) Compacted	251.59	3.48	255.07
2) Two Services Weekly			
a) Uncompacted	331.48	4.58	336.06
b) Compacted	485.25	6.69	491.94
3) Three Services Weekly			
a) Uncompacted	481.72	6.65	488.37
b) Compacted	708.90	9.78	718.68
4) Four Services Weekly			
a) Uncompacted	633.18	8.74	641.92
b) Compacted	936.10	12.91	949.01
5) Five Services Weekly			
a) Uncompacted	784.65	10.82	795.47
b) Compacted	1,163.33	16.03	1,179.36
6) Six Services Weekly			
a) Uncompacted	936.10	12.91	949.01
b) Compacted	1,390.45	19.17	1,409.62
FOOD HANDLING			
1.5 Cubic Yards			
1) One Service Weekly			
a) Uncompacted	93.43	1.29	94.72
2) Two Services Weekly			
a) Uncompacted	194.71	2.70	197.41
2) Two Services Weekly			
a) Uncompacted	231.12	3.19	234.31
b) Compacted	326.48	4.51	330.99
3) Three Services Weekly			
a) Uncompacted	314.94	4.35	319.29
4) Four Services Weekly			
a) Uncompacted	425.08	5.87	430.95
b) Compacted	627.03	8.65	635.68
5) Five Services Weekly			
a) Uncompacted	577.88	7.97	585.85
b) Compacted	816.20	11.26	827.46
3.0 Cubic Yards			
1) One Service Weekly			
a) Uncompacted	175.25	2.44	177.69
2) Two Services Weekly			
a) Uncompacted	334.80	4.62	339.42
b) Compacted	488.58	6.75	495.33
3) Three Services Weekly			
a) Uncompacted	485.06	6.69	491.75
b) Compacted	712.28	9.83	722.11
4) Four Services Weekly			
a) Uncompacted	636.51	8.78	645.29
b) Compacted	787.76	10.86	798.62

SERVICE TYPE		Current Basic Rate	Cola & Tipping Fee Adjustment	Total Rate
5) Five Services Weekly				
	a) Uncompacted	787.76	10.86	798.62
	b) Compacted	1,163.32	16.03	1,179.35
6) Six Services Weekly				
	a) Uncompacted	939.42	12.95	952.37
	b) Compacted	1,393.81	19.21	1,413.02
<u>SHREDDER: BILLED MONTHLY BASED ON SERVICE LEVEL</u>				
SIZE	FREQUENCY			
4 YD	1 Service/week - Compacted	456.99	38.33	495.32
6 YD	2 Services/week - Recycling OCC	911.90	76.50	988.40
6 YD	1 Service/Week - Recycling OCC	457.00	38.33	495.33
2 YD	1 Service/Week - Recycling OCC	159.00	13.33	172.33
2 YD	1 Service/Week	162.39	13.62	176.01
2 YD	2 Services/Week - Recycling OCC	318.58	26.71	345.29
2 YD	3 Services/Week	470.67	39.47	510.14
<u>ROLL OFF:</u>				
SIZE	DUMP & RETURN			
20 YD	Roll Off Bin	255.49	3.98	259.47
30 YD	Roll Off Bin	255.49	3.98	259.47
40 YD	Roll Off Bin	339.64	5.27	344.91
50 YD	Roll Off Bin	423.98	6.58	430.56
	Customer Owned Compactor	348.55	5.42	353.97
	Stand by Fee per day after 7 days	9.86	0.18	10.04
	Relocate Bins/Return Trip Fee	126.22	2.14	128.36
<u>CONSTRUCTION BIN:</u>				
SIZE	FREQUENCY			
3 YD	One Service per Week	184.27	2.56	186.83
3 YD	Two Services per Week	368.72	5.10	373.82
<u>MISCELLANEOUS SERVICES AND CHARGES</u>				
Size	Service Type			
3YD	Rent-A-Bin - 2 Day Rental - 1 dump	103.51	1.45	104.96
95 GI	Special Event Waste Wheeler Cart	19.09	0.28	19.37
	Lock Lids for bins	8.06	0.15	8.21
	Counter Balance lids	11.27	0.20	11.47
	Delivery Fee	32.27	0.55	32.82
	New Start Fee	8.09	0.15	8.24
	Driver Standby to Load/hr -minimum 1 hr.	53.02	0.91	53.93
<u>MRF RATES:</u>				
	Tipping Fees			
	Trash	62.88	0.88	63.76
	Construction and Demolition	62.88	0.88	63.76
	Green Waste (Clean not Trash)	62.15	0.87	63.02
	Concrete (Clean, no contamination)	62.15	0.87	63.02
	Street Sweeping (City of Hesperia Only)	22.33	0.32	22.65
	Wood (Clean, no contamination)	51.81	0.73	52.54
	Hard to Handle Loads	112.25	1.56	113.81
	Contaminated Loads	112.25	1.56	113.81

Solid Waste Disposal Fees
3/21/2017
New Service Type Requests
Exhibit B

SERVICE TYPE	Components of Rate			Basic Rate	Total Expansion Rate	Total Rate
	Disposal Component	Franchise Fee Component	Service Component			
<u>RESIDENTIAL MONTHLY RATE BILLED EVERY TWO MONTHS</u>						
Green Waste Pickup (over 4 pickups per year)	6.24	3.73	27.31	37.28	3.22	40.50
<u>RESIDENTIAL BIN RATES:</u>						
<u>Frequency</u>						
Same Day Extra Pick-Up	1/4 of monthly rate					1/4 of monthly rate
<u>COMMERCIAL RATES BILLED MONTHLY BASED ON SERVICE LEVEL:</u>						
<u>NON-FOOD HANDLING</u>						
6.0 Cubic Yard						
1) One Service Weekly						
a) Uncompacted	42.70	33.56	259.29	335.55	28.99	364.54
b) Compacted	62.20	48.88	377.69	488.77	42.23	531.00
2) Two Services Weekly						
a) Uncompacted	85.40	67.11	518.58	671.09	57.98	729.07
b) Compacted	124.40	97.76	755.37	977.53	84.46	1,061.99
3) Three Services Weekly						
a) Uncompacted	128.10	100.67	777.86	1,006.63	86.97	1,093.60
b) Compacted	186.59	146.63	1,133.06	1,466.28	126.69	1,592.97
4) Four Services Weekly						
a) Uncompacted	170.80	134.22	1,037.16	1,342.18	115.96	1,458.14
b) Compacted	248.78	195.51	1,510.75	1,955.04	168.92	2,123.96
5) Five Services Weekly						
a) Uncompacted	213.49	167.78	1,296.44	1,677.71	144.95	1,822.66
b) Compacted	310.98	244.38	1,888.44	2,443.80	211.14	2,654.94
6) Six Services Weekly						
a) Uncompacted	256.19	201.33	1,555.73	2,013.25	173.94	2,187.19
b) Compacted	373.17	293.26	2,266.12	2,932.55	253.37	3,185.92
<u>FOOD HANDLING</u>						
1.5 Cubic Yards						
1) One Service Weekly						
b) Compacted	15.61	12.27	94.79	122.67	10.60	133.27
2) Two Services Weekly						
b) Compacted	31.22	24.54	189.56	245.32	21.20	266.52
2.0 Cubic Yards						
1) One Service Weekly						
a) Uncompacted	13.76	10.81	83.53	108.10	9.34	117.44
b) Compacted	19.43	15.27	117.99	152.69	13.19	165.88
3) Three Services Weekly						
b) Compacted	58.29	45.81	353.95	458.05	39.58	497.63
3.0 Cubic Yards						
1) One Service Weekly						
b) Compacted	29.08	22.86	176.57	228.51	19.74	248.25

Solid Waste Disposal Fees
3/21/2017
New Service Type Requests
Exhibit B

		Components of Rate			Total		Total Rate
		Disposal	Fee	Service	Basic	Expansion	
SERVICE TYPE		Component	Component	Component	Rate	Rate	
6.0 Cubic Yard							
1) One Service Weekly							
a) Uncompacted		44.29	34.80	268.89	347.98	30.07	378.05
b) Compacted		62.44	49.07	379.13	490.64	42.39	533.03
2) Two Services Weekly							
a) Uncompacted		88.56	69.60	537.78	695.94	60.13	756.07
b) Compacted		124.87	98.13	758.27	981.27	84.78	1,066.05
3) Three Services Weekly							
a) Uncompacted		132.84	104.39	806.67	1,043.90	90.19	1,134.09
b) Compacted		187.32	147.21	1,137.48	1,472.01	127.18	1,599.19
4) Four Services Weekly							
a) Uncompacted		177.12	139.19	1,075.56	1,391.87	120.26	1,512.13
b) Compacted		249.75	196.27	1,516.65	1,962.67	169.57	2,132.24
5) Five Services Weekly							
a) Uncompacted		221.40	173.99	1,344.43	1,739.82	150.32	1,890.14
b) Compacted		312.19	245.34	1,895.81	2,453.34	211.97	2,665.31
6) Six Services Weekly							
a) Uncompacted		265.68	208.78	1,613.33	2,087.79	180.39	2,268.18
b) Compacted		374.63	294.40	2,274.97	2,944.00	254.36	3,198.36
<u>ROLL OFF:</u>							
Size	DUMP & RETURN						
10 YD	Roll Off Bin	-	11.98	107.75	119.73	10.34	130.07
25 YD	Roll Off Bin	-	26.34	237.02	263.36	22.75	286.11

MISCELLANEOUS SERVICES AND CHARGES

Service Type

Commercial Service - Extra Pick-up - Driver on Site				1/4 Monthly Rate	1/4 Monthly Rate
Travel/Trip Fee-					
Extra Pick-up	-	3.56	32.04	35.60	35.60
Damaged Bins/Containers					Replacement Cost
Replacement Lock	-	1.53	13.73	15.26	15.26

Solid Waste Disposal Fees
3/21/2017
Changes in Rate Computation
Exhibit C

Adjustment									
SERVICE TYPE	Current Rate	Basic Rate for (1) Cart	Basic Rate for Tip Fee MRF	Basic Rate for 20Y Roll Bin	1/3 Discount from Basic Rate	Increase Due to Container Size	Adjusted Basic Rate	Total Expansion Rate Change	New Total Rate
RESIDENTIAL RATES									
Hardship Service	8.12	23.10			7.70		15.40	1.33	16.73
ROLL OFF RATES									
SIZE									
30 YD	255.49			239.43		59.86	299.29	25.86	325.15
MRF RATES:									
Tipping Fees									
Street Sweeping (City of Hesperia Only)	22.33		58.83		19.61		39.22	3.39	42.61

SERVICE TYPE	Current Basic Rate	Cola & Tipping Fee Adjustment	Total Rate
<u>RESIDENTIAL MONTHLY RATE BILLED EVERY TWO MONTHS</u>			
Regular Residential Service (2 carts)	26.96	0.37	27.33
Low Volume Service (1 cart)	24.87	0.35	25.22
Hardship Service	8.12	0.13	8.25
Duplex Multi-Family (carts)	52.94	0.71	53.65
Triplex Multi-Family (carts)	79.01	1.06	80.07
Fourplex Multi-Family (carts)	104.99	1.40	106.39
Bulky Item Pickup (over 4 pickups or 8 items per year)	36.74	0.54	37.28
Burnt or Damaged Carts	54.60	0.81	55.41
Additional Tan 95 Gallon Barrel	3.18	0.06	3.24
Redelivery Fee (for non-payment)	26.53	0.46	26.99
Special Pick-up (at customer request or frequent missed)	26.53	0.46	26.99

RESIDENTIAL BIN RATES:

Size	Frequency			
1.5YD	1 Per Week	76.12	1.03	77.15
1.5YD	1 Per Week -- Customer Shared	76.12	1.03	77.15
1.5YD	2 Per Week	146.06	1.94	148.00
1.5YD	3 Per Week	221.29	2.94	224.23
2 YD	1 Per Week	97.59	1.30	98.89
2YD	1 Per Week -- Customer Shared	97.59	1.30	98.89
2YD	2 Per Week	186.56	2.49	189.05
2YD	3 Per Week	273.64	3.63	277.27
3 YD	1 Per Week	141.65	1.89	143.54
3YD	1 Per Week -- Customer Shared	141.65	1.89	143.54
3YD	2 Per Week	270.08	3.59	273.67
3YD	3 Per Week	396.79	5.26	402.05
Bulky Item Pickup - Multi Family (over 10 times per year for each time of service received per week)		36.74	0.54	37.28

COMMERCIAL RATES BILLED MONTHLY BASED ON SERVICE LEVEL:

NON-FOOD HANDLING

Commercial Waste Wheeler	51.12	0.72	51.84
1.5 Cubic Yards			
1) One Service Weekly			
a) Uncompacted	89.69	1.25	90.94
b) Compacted	130.65	1.82	132.47

SERVICE TYPE		Current Basic Rate	Cola & Tipping Fee Adjustment	Total Rate
2)	Two Services Weekly			
	a) Uncompacted	177.13	2.46	179.59
	b) Compacted	259.32	3.58	262.90
2.0 Cubic Yards				
1)	One Service Weekly			
	a) Uncompacted	116.45	1.61	118.06
	b) Compacted	170.61	2.37	172.98
2)	Two Services Weekly			
	a) Uncompacted	227.79	3.15	230.94
	b) Compacted	333.30	4.60	337.90
3)	Three Services Weekly			
	a) Uncompacted	336.01	4.64	340.65
	b) Compacted	492.08	6.79	498.87
3.0 Cubic Yards				
1)	One Service Weekly			
	a) Uncompacted	171.41	2.38	173.79
	b) Compacted	251.59	3.48	255.07
2)	Two Services Weekly			
	a) Uncompacted	331.48	4.58	336.06
	b) Compacted	485.25	6.69	491.94
3)	Three Services Weekly			
	a) Uncompacted	481.72	6.65	488.37
	b) Compacted	708.90	9.78	718.68
4)	Four Services Weekly			
	a) Uncompacted	633.18	8.74	641.92
	b) Compacted	936.10	12.91	949.01
5)	Five Services Weekly			
	a) Uncompacted	784.65	10.82	795.47
	b) Compacted	1,163.33	16.03	1,179.36
6)	Six Services Weekly			
	a) Uncompacted	936.10	12.91	949.01
	b) Compacted	1,390.45	19.17	1,409.62

SERVICE TYPE		Current Basic Rate	Cola & Tipping Fee Adjustment	Total Rate
<u>FOOD HANDLING</u>				
1.5 Cubic Yards				
1)	One Service Weekly			
	a) Uncompacted	93.43	1.29	94.72
2)	Two Services Weekly			
	a) Uncompacted	194.71	2.70	197.41
2)	Two Services Weekly			
	a) Uncompacted	231.12	3.19	234.31
	b) Compacted	326.48	4.51	330.99
3)	Three Services Weekly			
	a) Uncompacted	314.94	4.35	319.29
4)	Four Services Weekly			
	a) Uncompacted	425.08	5.87	430.95
	b) Compacted	627.03	8.65	635.68
5)	Five Services Weekly			
	a) Uncompacted	577.88	7.97	585.85
	b) Compacted	816.20	11.26	827.46
3.0 Cubic Yards				
1)	One Service Weekly			
	a) Uncompacted	175.25	2.44	177.69
2)	Two Services Weekly			
	a) Uncompacted	334.80	4.62	339.42
	b) Compacted	488.58	6.75	495.33
3)	Three Services Weekly			
	a) Uncompacted	485.06	6.69	491.75
	b) Compacted	712.28	9.83	722.11
4)	Four Services Weekly			
	a) Uncompacted	636.51	8.78	645.29
	b) Compacted	787.76	10.86	798.62
5)	Five Services Weekly			
	a) Uncompacted	787.76	10.86	798.62
	b) Compacted	1,163.32	16.03	1,179.35
6)	Six Services Weekly			
	a) Uncompacted	939.42	12.95	952.37
	b) Compacted	1,393.81	19.21	1,413.02

SERVICE TYPE		Current Basic Rate	Cola & Tipping Fee Adjustment	Total Rate
<u>SHREDDER:</u>				
SIZE	FREQUENCY			
4 YD	1 Service/week - Compacted	456.99	38.33	495.32
6 YD	2 Services/week - Recycling OCC	911.90	76.50	988.40
6 YD	1 Service/Week - Recycling OCC	457.00	38.33	495.33
2 YD	1 Service/Week - Recycling OCC	159.00	13.33	172.33
2 YD	1 Service/Week	162.39	13.62	176.01
2 YD	2 Services/Week - Recycling OCC	318.58	26.71	345.29
2 YD	3 Services/Week	470.67	39.47	510.14
<u>ROLL OFF:</u>				
SIZE	DUMP & RETURN			
20 YD	Roll Off Bin	255.49	3.98	259.47
30 YD	Roll Off Bin	255.49	3.98	259.47
40 YD	Roll Off Bin	339.64	5.27	344.91
50 YD	Roll Off Bin	423.98	6.58	430.56
	Customer Owned Compactor	348.55	5.42	353.97
	Stand by Fee per day after 7 days	9.86	0.18	10.04
	Relocate Bins/Return Trip Fee	126.22	2.14	128.36
<u>CONSTRUCTION BIN:</u>				
SIZE	FREQUENCY			
3 YD	One Service per Week	184.27	2.56	186.83
3 YD	Two Services per Week	368.72	5.10	373.82
<u>MISCELLANEOUS SERVICES AND CHARGES</u>				
Size	Service Type			
3YD	Rent-A-Bin - 2 Day Rental - 1 dump	103.51	1.45	104.96
95 Gl	Special Event Waste Wheeler Cart	19.09	0.28	19.37
	Lock Lids for bins	8.06	0.15	8.21
	Counter Balance lids	11.27	0.20	11.47
	Delivery Fee	32.27	0.55	32.82
	New Start Fee	8.09	0.15	8.24
	Driver Standby to Load/hr -minimum 1 hr.	53.02	0.91	53.93

SERVICE TYPE	Current Basic Rate	Cola & Tipping Fee Adjustment	Total Rate
<u>MRF RATES:</u>			
Tipping Fees			
Trash	62.88	0.88	63.76
Construction and Demolition	62.88	0.88	63.76
Green Waste (Clean not Trash)	62.15	0.87	63.02
Concrete (Clean, no contamination)	62.15	0.87	63.02
Street Sweeping (City of Hesperia Only)	22.33	0.32	22.65
Wood (Clean, no contamination)	51.81	0.73	52.54
Hard to Handle Loads	112.25	1.56	113.81
Contaminated Loads	112.25	1.56	113.81

NOTE: Per ton or \$15 per load minimum

NOTE: Any special service not noted above will be agreed upon between the customer and Advance Disposal Co.

Late charges will accrue at 1.5% (APR) per billing cycle with a minimum of \$0.50 on any balance past due more than 30 days from the due date.

Collection Costs for all services will be passed through to the customer at actual costs:

- Court Filing Fees
- Process Service Fees
- Collection Agency Fees
- Skip Trace Fees
- Lien Fees

MRF RATES ** All residential and commercial loads subject to AB 939 compliance fee. AB 939 compliance fee will affect selected refuse loads for the recovery of recyclable commodities such as, but not limited to, concrete, metals, wood / green waste.***

SERVICE TYPE	Components of Rate			Basic Rate	Total Expansion Rate	Total Rate
	Disposal Component	Franchise Fee Component	Service Component			

RESIDENTIAL MONTHLY RATE BILLED EVERY TWO MONTHS

Green Waste Pickup (over 4 pickups per year)	6.24	3.73	27.31	37.28	3.22	40.50
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RESIDENTIAL BIN RATES:

Frequency

Same Day Extra Pick-Up

1/4 of monthly rate

1/4 of monthly rate

COMMERCIAL RATES BILLED MONTHLY BASED ON SERVICE LEVEL:

NON-FOOD HANDLING

6.0 Cubic Yard

1) One Service Weekly						
a) Uncompacted	42.70	33.56	259.29	335.55	28.99	364.54
b) Compacted	62.20	48.88	377.69	488.77	42.23	531.00
2) Two Services Weekly						
a) Uncompacted	85.40	67.11	518.58	671.09	57.98	729.07
b) Compacted	124.40	97.76	755.37	977.53	84.46	1,061.99
3) Three Services Weekly						
a) Uncompacted	128.10	100.67	777.86	1,006.63	86.97	1,093.60
b) Compacted	186.59	146.63	1,133.06	1,466.28	126.69	1,592.97
4) Four Services Weekly						
a) Uncompacted	170.80	134.22	1,037.16	1,342.18	115.96	1,458.14
b) Compacted	248.78	195.51	1,510.75	1,955.04	168.92	2,123.96
5) Five Services Weekly						
a) Uncompacted	213.49	167.78	1,296.44	1,677.71	144.95	1,822.66
b) Compacted	310.98	244.38	1,888.44	2,443.80	211.14	2,654.94
6) Six Services Weekly						
a) Uncompacted	256.19	201.33	1,555.73	2,013.25	173.94	2,187.19
b) Compacted	373.17	293.26	2,266.12	2,932.55	253.37	3,185.92

FOOD HANDLING

1.5 Cubic Yards

1) One Service Weekly

City of Hesperia
Advance Disposal Rate Structure
Effective Date: 07/01/2017

Attachment 3 - Rate Structure 2
New Service Type Requests

		Components of Rate Franchise			Basic Rate	Total Expansion Rate	Total Rate
SERVICE TYPE		Disposal Component	Fee Component	Service Component			
b) Compacted		15.61	12.27	94.79	122.67	10.60	133.27
2) Two Services Weekly							
b) Compacted		31.22	24.54	189.56	245.32	21.20	266.52
2.0 Cubic Yards							
1) One Service Weekly							
a) Uncompacted		13.76	10.81	83.53	108.10	9.34	117.44
b) Compacted		19.43	15.27	117.99	152.69	13.19	165.88
3) Three Services Weekly							
b) Compacted		58.29	45.81	353.95	458.05	39.58	497.63
3.0 Cubic Yards							
1) One Service Weekly							
b) Compacted		29.08	22.86	176.57	228.51	19.74	248.25
6.0 Cubic Yard							
1) One Service Weekly							
a) Uncompacted		44.29	34.80	268.89	347.98	30.07	378.05
b) Compacted		62.44	49.07	379.13	490.64	42.39	533.03
2) Two Services Weekly							
a) Uncompacted		88.56	69.60	537.78	695.94	60.13	756.07
b) Compacted		124.87	98.13	758.27	981.27	84.78	1,066.05
3) Three Services Weekly							
a) Uncompacted		132.84	104.39	806.67	1,043.90	90.19	1,134.09
b) Compacted		187.32	147.21	1,137.48	1,472.01	127.18	1,599.19
4) Four Services Weekly							
a) Uncompacted		177.12	139.19	1,075.56	1,391.87	120.26	1,512.13
b) Compacted		249.75	196.27	1,516.65	1,962.67	169.57	2,132.24
5) Five Services Weekly							
a) Uncompacted		221.40	173.99	1,344.43	1,739.82	150.32	1,890.14
b) Compacted		312.19	245.34	1,895.81	2,453.34	211.97	2,665.31
6) Six Services Weekly							
a) Uncompacted		265.68	208.78	1,613.33	2,087.79	180.39	2,268.18
b) Compacted		374.63	294.40	2,274.97	2,944.00	254.36	3,198.36

		Components of Rate Franchise			Basic Rate	Total Expansion Rate	Total Rate
SERVICE TYPE		Disposal Component	Fee Component	Service Component			
<u>ROLL OFF:</u>							
Size	DUMP & RETURN						
10 YD	Roll Off Bin	-	11.98	107.75	119.73	10.34	130.07
25 YD	Roll Off Bin	-	26.34	237.02	263.36	22.75	286.11

MISCELLANEOUS SERVICES AND CHARGES

Service Type

Commercial Service - Extra Pick-up - Driver on Site				1/4 Monthly Rate	1/4 Monthly Rate	
Travel/Trip Fee-Extra	-	3.56	32.04	35.60	-	35.60
Damaged Bins/Containers						Replacement Cost
Replacement Lock	-	1.53	13.73	15.26	-	15.26

Adjustment														
	SERVICE TYPE	Current Rate			Basic Rate for (1) Cart	Basic Rate for Tip Fee MRF	Basic Rate for 20Y Roll Bin	1/3 Discount from Basic Rate	Increase Due to Container Size	Adjusted Basic Rate			Total Expansion Rate Change	New Total Rate
RESIDENTIAL RATES														
	Hardship Service	8.12			23.10			7.70		15.40			1.33	16.73
ROLL OFF RATES														
SIZE	DUMP & RETURN													
30 YD	Roll Off Bin	255.49					239.43		59.86	299.29			25.86	325.15
MRF RATES:														
Tipping Fees														
	Street Sweeping (City of Hesperia Only)	22.33				58.83		19.61		39.22			3.39	42.61

Proposition 218

Attachment 5

Public Hearing Protests/Property Owner Comments

Tuesday, June 20, 2017

Protest	Date	Time	Letter	Comments
1	5/4/2017	3:32pm	1	Opposes rate increase. Senior on fixed income.
2	5/8/2017	12:38pm	1	Opposes rate increase
3	5/8/2017	2:03pm	1	Opposes Proposition 218
4	5/8/2017	2:03pm	1	Opposes rate increase
5	5/10/2017	1:28pm	1	Opposes all rate increases
6	5/10/2017	1:28pm	1	Opposes automatic rate increases
7	5/10/2017	1:29pm	1	Opposes rate increase. Senior on fixed income.
8	5/10/2017	1:29pm	1	Opposes low volume rate increase
9	5/10/2017	1:29pm	1	Opposes rate increase. Senior on fixed income.
10	5/10/2017	1:30pm	1	Opposes all rate increases
11	5/11/2017	3:51pm	1	Opposes all rate increases
12	5/11/2017	3:51pm	1	Opposes rate increase
13	5/15/2017	10:30am	1	Opposes all rate increases
14	5/15/2017	11:14am	1	Opposes rate increase
15	5/15/2017	11:14am	1	Opposes rate increase
16	5/15/2017	11:14am	1	Opposes rate increase
17	5/15/2017	11:14am	1	Opposes rate increase
18	5/15/2017	11:15am	1	Opposes rate increase. Believes the increase will result in more illegal dumping
19	5/15/2017	11:14am	1	Opposes rate increase. Senior on fixed income.
20	5/19/2017	2:50pm	1	Opposes rate increase
21	5/24/2017	12:21pm	1	Opposes rate increase. Senior on fixed income.
22	5/24/2017	12:21pm	1	Opposes rate increase
23	5/30/2017	7:05am	1	Opposes rate increase. Senior on fixed income. Concerned about future pricing.
24	6/1/2017	1:12pm	1	Opposes rate increase. Self employed. On fixed income.
25	5/22/2017	2:55pm	1	Unidentifiable Notice
26	5/10/2017	1:28pm	1	Opposes rate increase. Protesting expansion rate.
27	6/6/2017	10:53am	1	Opposes rate increase
28	6/6/2017	10:53am	1	Opposes rate increase
29	6/7/2017	10:39am	1	Opposes all rate increases
30	6/7/2017	10:39am	1	Opposes rate increase
31	6/7/2017	11:04am	1	Opposes rate increase. On fixed Income.

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City of Hesperia STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

BY: Michael Blay, Director Development Services
Jamie Carone, Administrative Analyst

SUBJECT: Vacate Portion of Mesa Linda Street

RECOMMENDED ACTION

It is recommended that the City Council hold a public hearing to receive public comments pursuant to Section 8320, subdivision (a) of the California Streets and Highways Code and adopt Resolution 2017-029 to vacate a portion of Mesa Linda Street, as described in attachments Exhibit "A" and Exhibit "B".

BACKGROUND

Mesa Linda Street was dedicated to the City of Hesperia as part of a subdivision through the adoption of Parcel Map 9770 in June of 1992. However, Mesa Linda Street was never improved nor was it used for public access. Instead, Mesa Linda Street was utilized to provide legal access to the city-owned property that lies to the east of this street.

The western portion of Mesa Linda Street was vacated pursuant to the acceptance of Parcel Map 19690 conveying this portion of the street to the property owners, Samprisi 2015, LLC and Bruno and Vincenza Mancinelli. The property owners have since requested a Lot Line Adjustment for their development, Mesa Linda Apartments. However, in order to process the Lot Line Adjustment, the City must vacate the eastern half of Mesa Linda Street to the property owners east of said street, Willow Oaks Park, LLC. Once the vacation is adopted by Resolution 2017-029, City Staff can process the requested Lot Line Adjustment for Mesa Linda Apartments.

City Staff does not anticipate that Mesa Linda Street will ever be extended to the North due to its proximity to the Oro Grande Wash and the California State Aqueduct. Therefore, City Staff has concluded that there is no reason to maintain the City's right of way, and to avoid future maintenance issues, the City is asking that the developer incorporate this section of Mesa Linda Street into their development, Mesa Linda Apartments, once the Vacation and Lot Line Adjustment are complete.

ISSUES/ANALYSIS

Public right-of way should be vacated upon finding that those areas are no longer required for public access. Staff has reviewed the application and determined that these dedications for highway and road purposes are not needed.

Streets and Highways Code Section 8320 allows local agencies to vacate any streets, highways, and public service easements by resolution. Street and Highways Code Section 8320 also requires that a public hearing be held for all persons interested in the proposed vacation not less than 15 days after the initiation of proceedings and requires local agencies to post Notices of Vacation along the street proposed to be vacated. Notices of Vacation were posted on June 5, 2017 along the proposed vacation site. These notices include the intent of the City of Hesperia to vacate a portion of Mesa Linda Street as described in attachments Exhibits "A" and "B" as well as the date and time of the public hearing.

The proposed area to be vacated is private property and thereby is not required for street or highway purposes under Section 8334, subdivision (a) of the Streets and Highways Code.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Resolution No. 2017-029
2. Exhibit "A" – Legal Description
3. Exhibit "B" – Plat Map

RESOLUTION NO. 2017-029

A RESOLUTION OF THE CITY OF HESPERIA, CALIFORNIA, TO VACATE A PORTION OF MESA LINDA STREET AS DESCRIBED IN ATTACHED LEGAL DESCRIPTION EXHIBIT “A” AND ILLUSTRATED IN ATTACHED PLAT MAP EXHIBIT “B”.

WHEREAS, on October 18, 2016, council adopted Resolution 2016-053 approving Parcel Map No. 19690 to create three parcels from 78.83 gross acres within the RC, CIBP, and LDR Zones of the Main Street and Freeway Corridor Specific Plan located on the northwest corner of Main Street and Mesa Linda Avenue ; and

WHEREAS, City Council approved, pursuant to Section 66445(j) of the Subdivision Map Act, the vacation of Mesa Linda Street west of centerline per Parcel Map 19690;

WHEREAS, the developers of Mesa Linda Apartments have requested a Lot Line Adjustment by separate document to acquire the eastern half of Mesa Linda Street approximately 250 feet north of Main Street and ending at APN 3064-441-01; and

WHEREAS, in order to process the Lot Line Adjustment, the City of Hesperia must vacate Mesa Linda Street east of centerline; and

WHEREAS, Staff has concluded that this portion of Mesa Linda Street was never improved or used for public access and will not be extended to the north due to its proximity to the Oro Grande Wash and the California State Aqueduct; and

WHEREAS, the City Council is authorized to vacate any street or portion thereof within the City by Streets and Highways Code Section 8320; and

WHEREAS, Staff has concluded that this portion of Mesa Linda Street was never improved or used for public access and will not be extended to the north due to its proximity to the Oro Grande Wash and the California State Aqueduct; and

WHEREAS, this vacation is made pursuant to the requirements of California Streets and Highway Code, Division 9. – Change of Grade and Vacation, Part 3. – Public Streets, Highways, and Service Easement Vacation Law, Chapter 3. – General Vacation Procedure (sections 8300 et seq.); and

WHEREAS, on June 5, 2017, the Notices of Public Hearing to vacate portions of said street were posted along Modesto Court not less than two weeks before the date of the public hearing; and

WHEREAS, the Public Hearing was held on June 20, 2017; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred;

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

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

- Section 2. The City Council finds and declares that the portion of Mesa Linda Street to be vacated is not required for street or highway purposes under Section 8334, subdivision (a) of the Streets and Highways Code; and
- Section 3. The City Council, under the authority vested in it by the Streets and Highways Code, sections 8334, subdivision (a) and 8335, hereby orders the vacation of the portion of Mesa Linda Street as described on the attached Exhibits "A" and "B"; and
- Section 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions; and
- Section 5. The City Clerk is authorized to present this Resolution to the County Recorder to be filed for record.

ADOPTED AND APPROVED this 20th day of June, 2017.

Paul Russ, Mayor

ATTEST:

Melinda Sayre
City Clerk

EXHIBIT A
LEGAL DESCRIPTION

IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THAT PORTION OF THE EASTERLY HALF OF MESA LINDA STREET SHOWN AS BEING 40.00 FEET WIDE ON PARCEL MAP NO. 6694, AS PER MAP FILED IN BOOK 65, PAGE 12 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF MAIN STREET (FORMERLY KNOWN AS PHELAN ROAD) AND THE SURVEY CENTERLINE OF SAID MESA LINDA STREET AS SHOWN ON PARCEL MAP NO. 19690, AS PER MAP FILED IN BOOK 247, PAGES 3 THROUGH 7 OF PARCEL MAPS, RECORDS OF SAID COUNTY; THENCE, ALONG THE CENTERLINE OF SAID MESA LINDA STREET, NORTH 00°21'55" WEST, 424.82 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE, CONTINUING ALONG SAID CENTERLINE, NORTH 00°21'55" WEST, 1002.58 FEET; THENCE LEAVING SAID LINE NORTH 89°38'05" EAST, 40.00 FEET TO THE EASTERLY LINE OF SAID MESA LINDA STREET; THENCE ALONG SAID LINE SOUTH 00°21'55" EAST, 1254.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 580.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 89°38'05" WEST; THENCE LEAVING SAID LINE AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°40'36" AN ARC LENGTH OF 178.94 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 71°57'29" EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°00'52" AN ARC LENGTH OF 28.81 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 75°01'39" WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°58'47" AN ARC LENGTH OF 51.47 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 43,927 SQUARE FEET OR 1.008 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY SUPERVISION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



PASCAL APOTHELOZ P.L.S.7734 2-13-17
DATE



EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT A

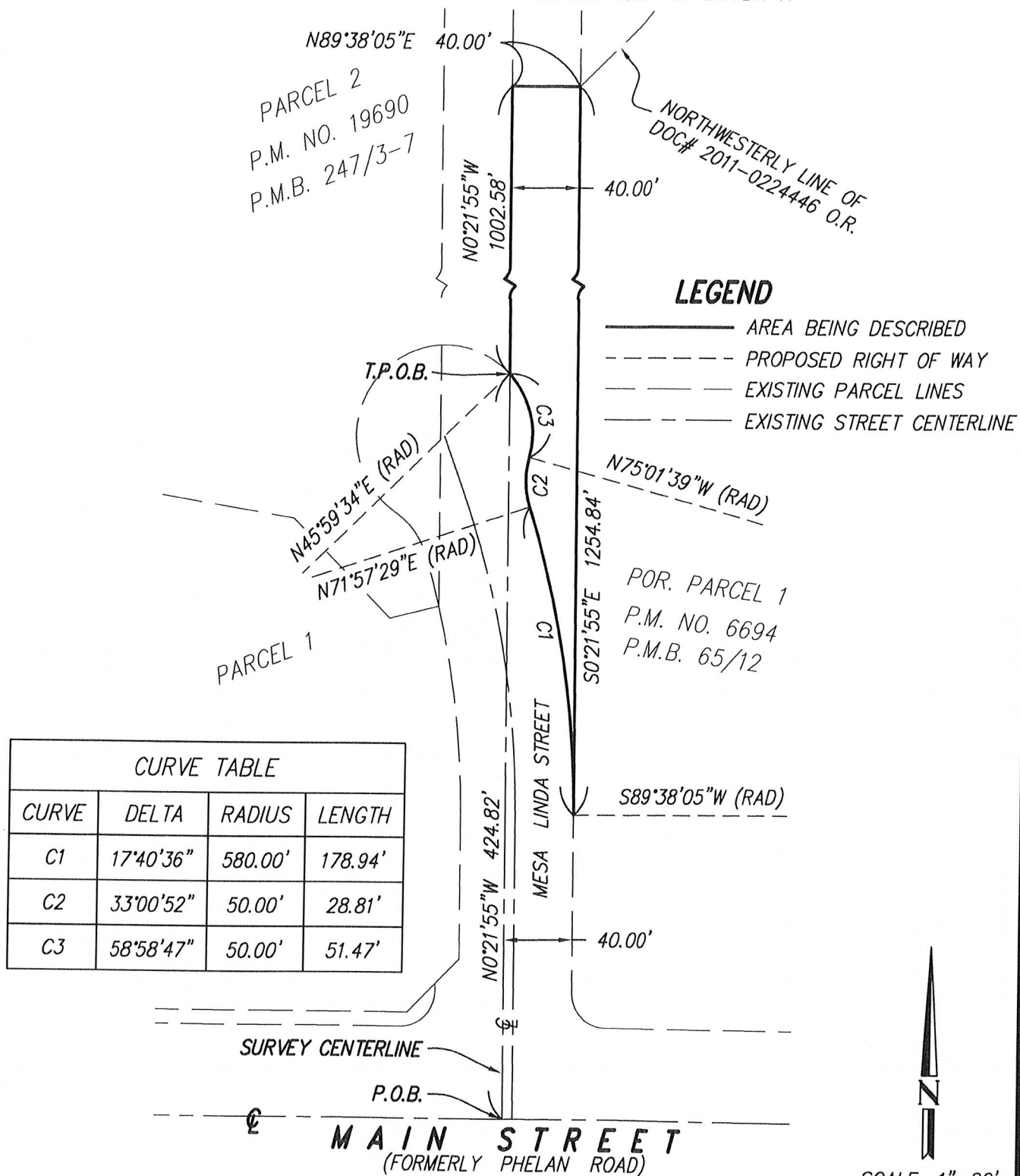


EXHIBIT B - PLAT
CITY OF HESPERIA, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860



DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

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

SUBJECT: Development Code Amendment DCA17-00004 and Specific Plan Amendment SPLA17-00001; 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. 2017-11 approving DCA17-00004 and SPLA17-00001, modifying development regulations pertaining to multi-family developments (i.e. building setback and building separation requirements) and clarifying that two multi-family dwelling units are not subject to the site plan review process.

BACKGROUND

On May 11, 2017, the Planning Commission unanimously (5-0) forwarded this item to the City Council with a recommendation for approval. A letter in favor of the amendments was submitted by Rim Properties indicating that the changes will promote new development and remove significant barriers in creating housing. Rim Properties owns over 400 dwelling units in Hesperia, and favored the varying standards, as this will positively affect their upcoming new development proposals.

Proposal: The Amendments propose to change two development regulations and one procedural standard pertaining to multiple-family zones. Multiple-family developments including apartments, townhomes, and condominiums are permitted in the Multiple-Family Residence (R3) Zone, and the Medium Density Residential (MDR) and High Density Residential (HDR) Zones of the Main Street and Freeway Corridor Specific Plan (Specific Plan). The R3 development regulations, as well as procedural standards are found in the Development Code. The MDR and HDR development regulations are found in the Specific Plan. The Amendments include:

- Reducing the interior or side yard setback from 10 feet to 8 feet. This interior setback can be reduced to 5 feet for single-family residences constructed on substandard lots in the MDR zone.
- Reducing the required distance between multiple-family buildings. The distances between single-story buildings can be 6 feet or 8 feet, as well as 10 feet or 15 feet for multiple-story buildings.
- Clarifying that a two-unit multiple-family development is not subject to the site plan review (SPR) process.

ISSUES/ANALYSIS

Interior Setback Reduction - The City has recently seen a number of new multiple-family developments requesting Minor Exceptions to reduce the interior or side yard setback from 10 feet to 8 feet. This has been a result of developing on substandard lots in the Township area situated east of City Hall where lot widths are typically 50 feet. The current requirement of a 10-foot side yard setback on both sides makes it challenging to develop on these lots. Typically units are side facing with a 12-foot drive aisle across the lot on one side, and patios commonly placed on the other side. It is therefore unnecessary to lower the interior setbacks below 8 feet, as no side of the required patio can be less than 8 feet. The two-foot reduction has made projects work. Even though the Amendment resolves development issues on substandard lots, it is proposed to apply to all multiple-family developments in the City to have a uniform standard that is easy to implement. The Ordinance will also allow single-family residences constructed on substandard lots in the MDR zone to have a five-foot interior setback on both sides. Single-family residences are almost always facing the street with garage access directly from the street. This design necessitates the houses to be wider with smaller setbacks.

Distance between buildings - The Development Code requires a distance of 10 feet between multiple-family unit buildings. In 2008, the Main Street and Freeway Corridor Specific Plan was adopted, which included a provision that increased the required distance between multiple-family residential buildings to 15 feet. Many developers find this standard restrictive, and have requested the standard to be reduced. The Amendments will allow single-story buildings to have a distance of 8 feet between buildings. An 8-foot distance can accommodate private patios between buildings, although a direct line of sight into the patio will not be allowed from the adjacent unit. The distance can be reduced to 6 feet, if the buildings do not have openings (i.e. windows or doors) on the sides that face each other. Six feet is also the minimum distance that the building code will allow. Two-story buildings will be required to provide a 15-foot distance between buildings, except the distance can be reduced to 10 feet if windows, balconies or similar openings are oriented so as not to have a direct line of sight into adjacent units.

Two-unit multiple-family development exemption - This amendment clarifies that a two-unit multiple-family development on existing lots does not require site plan review approval. A site plan review necessitates the development to be subject to street, drainage, and water quality management control improvements. It has been standard practice not to require these improvements on a two-unit multiple-family development because such improvements will make the project not cost effective.

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 and Specific Plan Amendment are 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 the Amendments are exempt if they do not propose to increase the density or intensity allowed in the General Plan.

Conclusion: Staff supports the Development Code Amendment and Specific Plan Amendment, as the amended development regulations will resolve challenges in approving multiple-family developments on existing lots and said regulations are more feasible in that they consider the building design and orientation of design features. The Amendments clarify that two multiple-family dwelling units are not subject to site plan review process consistent with current policies.

FISCAL IMPACT

None.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Ordinance No. 2017-11
2. Exhibit "A"

ORDINANCE NO. 2017-11

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HESPERIA,
CALIFORNIA, ADOPTING A DEVELOPMENT CODE AMENDMENT AND
SPECIFIC PLAN AMENDMENT REDUCING INTERIOR SETBACKS AND
AMENDMING THE MINIMUM DISTANCE BETWEEN BUILDINGS FOR
MULTIPLE-FAMILY DEVELOPMENTS AND CLARIFYING THAT A MULTIPLE-
FAMILY DWELLING WITH TWO UNITS (DUPLEX) IS NOT SUBJECT TO THE
SITE PLAN REVIEW PROCESS (DCA17-00004 & SPLA17-00001)**

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 City proposes to amend Article II of Chapter 16.12 and Article V of Chapter 16.16 of the City of Hesperia Development Code regulations and Chapter 7 of the Main Street and Freeway Corridor Specific Plan, which pertain to procedures and development regulations for multiple-family developments; and

WHEREAS, the City finds that it is necessary to amend two development regulations applicable to multiple-family zones to resolve challenges in applying such standards and applying more feasible standards that consider the building design and orientation of design features. A multiple-family dwelling with two units (duplex) will be exempt from the site plan review process consistent with current policies; and

WHEREAS, the proposed Development Code Amendment and Specific Plan Amendment are 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 Amendments are 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 the Amendments are exempt if they do not propose to increase the density or intensity allowed in the General Plan; and

WHEREAS, on May 11, 2017, the Planning Commission of the City of Hesperia conducted a duly noticed public hearing pertaining to the proposed Amendments and concluded said hearing on that date; and

WHEREAS, on June 20, 2017, the City Council of the City of Hesperia conducted a duly noticed public hearing pertaining to the proposed Amendments and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance 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 Ordinance are true and correct.

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

Section 3. Based on the findings and conclusions set forth in this Ordinance, this Council hereby adopts Development Code Amendment DCA17-00004 and Specific Plan Amendment SPLA17-00001, amending two development regulations and one procedural standard pertaining to multiple-family zones as shown on Exhibit "A."

Section 4. This Ordinance shall take effect thirty (30) days from the date of adoption.

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 20th day of June 2017.

Paul Russ, Mayor

ATTEST:

Melinda Sayre
City Clerk

EXHIBIT “A”

The following are modifications to Article II of Chapter 16.12 and Article V of Chapter 16.16 of the City of Hesperia Development Code regulations and Chapter 7 of the Main Street and Freeway Corridor Specific Plan (additions are in underlined red text and deletions are shown with ~~red and strikethrough~~):

MAIN STREET AND FREEWAY CORRIDOR SPECIFIC PLAN

Chapter 7, Subsection (E)(4.9)(1) shall be amended to read:

The minimum interior side yard setback shall be 40 8 feet, as measured from the property lines.
The minimum interior side yard setback shall be 5 feet for single-family residences constructed on substandard lots which are substandard due to lot size and/or dimensions.

Chapter 7, Subsection (F)(4.9)(1) shall be amended to read:

The minimum interior side yard setback shall be 40 8 feet, as measured from the property lines.

Chapter 7, Subsections (E)(4.6) and (F)(4.6) Distance Between Buildings shall be amended to read:

If the development contains multiple buildings, the minimum distance between buildings shall be 15 feet. as follows:

<u>Distance between Single-story buildings</u>		<u>Distance between Multiple-story building and any other building</u>	
<u>No openings</u> ¹	<u>With openings</u>	<u>No direct line of sight</u>	<u>Direct line of sight</u>
<u>6'</u>	<u>8'</u> ²	<u>10'</u> ²	<u>15'</u>

Notes:

1. The sides of buildings that face each other shall not include openings. Openings in this case shall mean windows and doors.
2. Windows, doors, as well as patios/balconies or similar features shall be oriented so as not to have a direct line-of-sight into adjacent units.

DEVELOPMENT CODE

Table in Section 16.16.120 entitled Development standards, under the R3 column, rows (I) and (J) side yard setbacks shall be amended to read:

40' 8'

ATTACHMENT 2

Section 16.16.130(B)(3) titled “Distance between buildings” shall be amended to read:

If the development contains multiple buildings, the minimum distance between buildings shall be ~~ten feet~~ **as follows:**

<u>Distance between Single-story buildings</u>		<u>Distance between Multiple-story building and any other building</u>	
<u>No openings ¹</u>	<u>With openings</u>	<u>No direct line of sight</u>	<u>Direct line of sight</u>
<u>6'</u>	<u>8' ²</u>	<u>10' ²</u>	<u>15'</u>

Notes:

1. **The sides of buildings that face each other shall not include openings. Openings in this case shall mean windows and doors.**
2. **Windows, doors, as well as patios/balconies or similar features shall be oriented so as not to have a direct line-of-sight into adjacent units.**

No minimum distance shall be required for **accessory** structures, such as carports.

Table in Section 16.12.085 shall be amended to read:

Ministerial Approval	Administrative Review with Notice	Planning Commission Hearing	City Council Hearing
Single-family residential development 1-4 dwelling units		Density Bonus Agreements	Planned Developments
<u>Multiple-family dwelling with two units (duplex)</u>	<u>Three or more dwelling units on a single parcel with at least one Multiple-family dwelling</u>	<u>Density Bonus Agreements</u>	<u>Planned Developments</u>

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DATE: June 20, 2017

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

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

SUBJECT: Development Code Amendment DCA17-00003; 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. 2017-12 approving DCA17-00003, modifying development standards associated with Accessory Dwelling Units (ADUs).

BACKGROUND

On May 11, 2017, the Planning Commission unanimously (5-0) forwarded this item to the City Council with a recommendation for approval. On September 27, 2016, Assembly Bill 2299 (AB 2299) and Senate Bill 1069 (SB 1069) were signed into law, both of which became effective January 1, 2017. These two bills amended various sections of the State Government Code related to second dwelling unit regulations. The new laws regulate parking, type and size of units, approval process and timelines, and water and sewer utility requirements applicable to second dwelling units. The bills invalidate a local agency's existing second unit ordinance if it does not comply with the requirements of the newly adopted state standards.

ISSUES/ANALYSIS

The Amendments will allow the City's existing Ordinance to fully comply with the newly amended State Law and allow the City to retain authority to continue to enforce the majority of the City's existing Ordinance. The following are the changes proposed:

- One parking space (does not have to be a covered space) can be required for an accessory dwelling unit (ADU), and can be provided in tandem along a driveway. The Amendments include provisions of State law that do not allow a city to impose parking requirements on an ADU if located within one-half mile of public transit (i.e. bus stop). In addition, no setback shall be required for an existing garage that is converted to an ADU, and a setback of no more than five feet from the side and rear lot lines shall be required for an ADU that is constructed above a garage.
- Replaces the term "Second Dwelling Unit" with "Accessory Dwelling Unit:

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 and Specific Plan Amendment are 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 the Amendments are exempt if they do not propose to increase the density or intensity allowed in the General Plan.

Conclusion: The Ordinance is consistent the goals, policies and objectives of the General Plan and will bring the City's second dwelling unit regulations into compliance with State law.

FISCAL IMPACT

None.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Ordinance No. 2017-12
2. Exhibit "A"

ORDINANCE NO. 2017-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, ADOPTING A DEVELOPMENT CODE AMENDMENT MODIFYING DEVELOPMENT STANDARDS ASSOCIATED WITH ACCESSORY DWELLING UNITS (ADUS) (DCA17-00003)

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 City proposes to amend Article X of Chapter 16.12 of the City of Hesperia Development Code regulations, which pertain to second dwelling units; and

WHEREAS, the City finds that it is necessary to amend the City's existing Second Dwelling Unit Ordinance in order to comply with Assembly Bill 2299 and Senate Bill 1069, which were signed into law on September 27, 2016, both of which became effective January 1, 2017. The changes will allow the City to continue to enforce the majority of the City's existing Ordinance; and

WHEREAS, the proposed Development Code Amendment are 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 Amendments are 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 the Amendments are exempt if they do not propose to increase the density or intensity allowed in the General Plan; and

WHEREAS, on May 11, 2017, the Planning Commission of the City of Hesperia conducted a duly noticed public hearing pertaining to the proposed Amendments and concluded said hearing on that date; and

WHEREAS, on June 20, 2017, the City Council of the City of Hesperia conducted a duly noticed public hearing pertaining to the proposed Amendments and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance 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 Ordinance are true and correct.

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

Section 3. Based on the findings and conclusions set forth in this Ordinance, this Council hereby adopts Development Code Amendment DCA17-00003, amending the second dwelling unit regulations as shown on Exhibit "A."

Section 4. This Ordinance shall take effect thirty (30) days from the date of adoption.

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 20th day of June 2017.

Paul Russ, Mayor

ATTEST:

Melinda Sayre
City Clerk

EXHIBIT “A”

The following are modifications to Article X of Chapter 16.12 (additions are in underlined red text and deletions are shown with ~~red and strikethrough~~):

16.12.360 – ~~Accessory~~ Second dwelling units.

A. Purpose. The purpose of these provisions is to establish procedures for permitting a ~~second~~ accessory dwelling unit (~~S~~ADU); to implement state law requiring consideration for such uses.

B. ~~Second~~ Accessory Dwelling Unit Defined. "~~Second~~ Accessory dwelling unit (~~S~~ADU)" means an additional detached or attached dwelling unit which provides complete independent living facilities for one or more persons. The unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary unit is situated.

C. Application Procedure—~~Second~~ Accessory Dwelling Units. Application for an ~~S~~ADU unit shall be made by applying for a ~~second~~ accessory dwelling unit application, pursuant to this article. The review procedure shall be administrative review without notice (ministerial), pursuant to Section 16.12.005(A)(3). Permits for ~~second~~ accessory dwelling units will be issued for a period not to exceed thirty-six (36) months. Applications for renewal may be filed for additional twelve-month periods. Said renewal application must be filed prior to expiration of the ~~second~~ accessory dwelling unit permit.

D. Requirements for Approval.

1. A ~~second~~ accessory dwelling unit may only be permitted on lots within an agricultural or single-family residential designation on which there is already built one owner-occupied single-family detached dwelling unit (primary unit). The primary unit may be considered the ~~second~~ accessory dwelling unit only if the lot can accommodate the existing and proposed structure in accordance with the provisions specified herein.
2. One dwelling unit on the property shall be owner-occupied.
3. Only one ~~second~~ accessory dwelling unit shall be permitted on any one lot. ~~Where planned unit or cluster development techniques are used, the total number of dwelling units permitted on a parcel may be developed on or divided between one or more sites, when total permitted net density is not exceeded, and when it can be shown that adequate access, utilities, and public safety can be provided.~~
4. The ~~second~~ accessory dwelling unit shall provide complete and independent living facilities.
5. The ~~second~~ accessory dwelling unit shall not be sold separately and may be rented.
6. The ~~second~~ accessory dwelling unit shall have adequate water supply pursuant to specifications of the Uniform Plumbing Code.
7. Lots not connected to sewer facilities shall be a minimum of one gross acre in size.
8. The ~~second~~ accessory dwelling unit may be either an attached or detached unit. A detached ~~second~~ accessory unit shall not exceed seventy-five (75) percent of the area of the principal dwelling unit up to a maximum gross floor area of three thousand (3,000) square feet per structure on any parcel. ~~Second~~ Accessory dwelling units attached to the principal unit may be up to fifty (50) percent of the area of the principal

ATTACHMENT 2

unit, up to a maximum of one thousand (1,000) square feet. The area of a ~~second~~ **accessory** dwelling unit is in addition to and shall not be considered as part of the allowable accessory building area authorized under Article X of Chapter 16.20. No ~~second~~ **accessory** dwelling unit shall be less than four hundred (400) square feet in area. Further, a single-wide mobile home or recreational vehicle, does not qualify for use as a SDU.

F. Property Development Standards—~~Second~~ **Accessory** Dwelling Units.

1. The lot upon which the ~~second~~ **accessory** dwelling unit is to be established shall conform to all standards of the land use district in which it is located.
2. The yard standards for accessory buildings shall apply to a detached unit.
3. The yard standards for the primary unit shall apply to an attached unit.
4. The ~~second~~ **accessory** dwelling unit shall be constructed in accordance with minimum standards for single-family residential uses on individual lots as specified in Section 16.20.160, unless otherwise specified herein.
5. Provision for emergency vehicle access to the ~~second~~ **accessory** dwelling unit shall be addressed in the following manner:
 - a. Access roads shall be within one hundred fifty (150) feet of any portion of an exterior wall of the first story of the ~~second~~ **accessory** dwelling unit and shall be measured in an approved route around the exterior of the structure.
 - b. Turning radius for emergency vehicles shall be a minimum of thirty-four (34) feet inside radius.
 - c. Emergency vehicle access roads in excess of one hundred fifty (150) feet in length shall be provided with a turnaround.
 - d. Maximum grade for the access road shall be twelve (12) percent for asphalt surfaces and fifteen (15) percent for concrete surfaces.
 - e. Emergency vehicle access roads shall have an unobstructed width of at least twelve (12) feet and an unobstructed vertical clearance of at least thirteen (13) feet six inches.
 - f. Addresses shall be posted with numbers measuring a minimum of four inches in height and shall be visible from the public right-of-way. In addition, during the hours of darkness the numbers shall be internally illuminated.In cases where the ~~second~~ **accessory** dwelling unit is located more than one hundred (100) feet from the public right-of-way, additional non-illuminated contrasting numbers measuring a minimum of six inches in height shall be displayed at the property entrance.
6. The entrance to an attached ~~second~~ **accessory** dwelling unit shall be separate from entrance to the primary unit and shall be installed in a manner as to eliminate an obvious indication of two units in the same structure.
7. The maximum lot coverage provisions of the land use district shall apply.
8. **At least one covered or uncovered parking space** for the ~~second~~ **accessory** dwelling unit shall be provided by a ~~fully enclosed one-car garage with a minimum interior size of nine feet in width and nineteen (19) feet in depth, plus one additional parking space in an approved location on the lot.~~ **Parking can be tandem on an existing driveway. The City shall not impose parking standards for an accessory dwelling unit if the accessory dwelling unit is located within one-half mile of public transit. No setback shall be required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than five feet from the side and**

ATTACHMENT 2

rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

9. The ~~second~~ **accessory** dwelling unit shall be compatible with the design of the primary unit and the surrounding neighborhood in terms of landscaping, scale, height, length, width, bulk, lot coverage, and exterior treatment, and shall not cause excessive noise, traffic, or other disturbances to the existing neighborhood or result in significantly adverse impacts on public services and resources.

10. The construction of a ~~second~~ **accessory** dwelling unit shall not be considered when calculating minimum distance requirements for animal uses on the subject lot or on adjacent lots. The ~~second~~ **accessory** dwelling unit shall require a minimum twenty-foot setback for the rear and side yards, **except as noted in Section 16.12.360(F)(8).**

(Ord. 2003-05 § 4 (part), 2003; Ord. 299 § 4 (Exh. A § 3 (part)), 2000; Ord. 250 (part), 1997; Ord. 192 Exh. A (§ 83.10.020), 1994)

(Ord. No. 2009-08, § 3(Exh. A), 10-20-09; Ord. No. 2012-14, § 3(Exh. A), 8-7-12)

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City of Hesperia

STAFF REPORT



DATE: June 20, 2017

TO: Mayor and Council Members
Chair and Commission, Hesperia Housing Authority
Chair and Commission, 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
Casey Brooksher, Budget/Finance Manager

SUBJECT: Fiscal Year 2017-18 Budget Adoption

RECOMMENDED ACTION

It is recommended that the City Council/Board/Commissions adopt the following Resolutions approving the Fiscal Year 2017-18 Budget for the City of Hesperia, Hesperia Housing Authority, Community Development Commission, Hesperia Fire Protection District, and Hesperia Water District:

- 1) City of Hesperia Resolution No. 2017-027 adopting the Fiscal Year 2017-18 Budget.
- 2) City of Hesperia Resolution No. 2017-028 adopting the GANN Appropriations Limit.
- 3) Hesperia Housing Authority Resolution HHA 2017-06 adopting the Fiscal Year 2017-18 Budget.
- 4) Hesperia Community Development Commission Resolution CDC 2017-07 adopting the Fiscal Year 2017-18 Budget.
- 5) Hesperia Fire Protection District Resolution HFPD 2017-06 adopting the Fiscal Year 2017-18 Budget.
- 6) Hesperia Fire Protection District Resolution HFPD 2017-07 adopting the GANN Appropriations Limit.
- 7) Hesperia Water District Resolution HWD 2017-13 adopting the Fiscal Year 2017-18 Budget.
- 8) Joint Resolution No. 2017-022, CDC 2017-06, HHA 2017-05, HFPD 2017-05, and HWD 2017-09 re-adopting the Financial Policies

BACKGROUND

In compliance with the City Council's policy direction, staff has prepared the Fiscal Year 2017-18 Budget for the City of Hesperia, the Hesperia Housing Authority, Community Development Commission, the Hesperia Water District, and the Hesperia Fire Protection District Board's

consideration and action. A comprehensive review of the Fiscal Year 2017-18 Proposed Budget took place during a Public Workshop on June 13, 2017.

ISSUES/ANALYSIS

The City Council/Board/Commission's expenditure plan and related resources to fund the Fiscal Year 2017-18 Budget have been presented and staff is available to answer questions that the legislative bodies may have.

Financial Policies

Resolutions are included to re-adopt the annual Financial Policies for the City. These policies, which follow current practices, will serve as guidelines for the financial management of the City; particularly in the area of budgeting, accounting for capital improvements, revenue, management of budgeted reserves, transfers of available budget within a fund, fiscal management, capital assets exceeding \$5,000, and long-term debt management.

Staff requests authority to make technical corrections, minor edits, etc. to the FY 2017-18 Proposed Budget document to be incorporated into the final FY 2017-18 Budget as approved by the City Council.

FISCAL IMPACT:

See Fiscal Year 2017-18 Proposed Budget.

ALTERNATIVE

1. Provide alternate direction to staff.

ATTACHMENTS

1. Resolution No. 2017-027
2. Resolution No. 2017-028
3. Resolution HHA 2017-06
4. Resolution CDC 2017-07
5. Resolution HFPD 2017-06
6. Resolution HFPD 2017-07
7. Resolution HWD 2017-13
8. Joint Resolution No. 2017-022, CDC 2017-06, HHA 2017-05, HFPD 2017-05, and HWD 2017-09
9. Exhibit A Financial Policies

RESOLUTION NO. 2017-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, ADOPTING THE ANNUAL FISCAL YEAR 2017-18 BUDGET

WHEREAS, the City Manager has prepared the proposed operating and capital budget for Fiscal Year 2017-18 for the City of Hesperia; and

WHEREAS, the City Council has received the Fiscal Year 2017-18 proposed budget and held a public workshop concerning its adoption; and

WHEREAS, the final budget document will be the City's official Program of Services for the City of Hesperia for Fiscal Year 2017-18.

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

Section 1. In all respects, the facts as set forth in this Resolution are true and correct.

Section 2. To accept, approve, and adopt the Fiscal Year 2017-18 Budget as proposed and presented by staff and as adjusted by Council direction, as the official budget document and Program of Services for the City of Hesperia for Fiscal Year 2017-18, which includes:

Section 2a. City General Fund expenditures of \$29,917,573 with total resources (revenue, budgeted reserves, and transfers) of \$29,962,479.

Section 2b. Other City funds expenditures of \$16,676,634 are from the following funds, exclusive of transfers:

<u>Fund No.</u>	<u>Fund Name</u>	<u>Expenditure</u>
204	Measure I - Renewal	\$ 2,139,196
205	Gas Tax	168,000
207	Local Transportation Fund (LTF)	801,375
209	Gas Tax RMRA	498,000
251	CDBG Administration	1,061,740
254	Air Quality Management District (AQMD) Fund	627,000
256	Beverage Recycling Grant	49,069
257	Neighborhood Stabilization Program (NSP)	82,975
260	Disaster Preparedness Grant	17,638
263	Street Maintenance Fund	3,819,241
300	Development Impact Fee (DIF) - Streets	2,090,427
301	DIF – Storm Drain	1,200,000
304	DIF - Public Services	24,600
402	Water Rights Acquisition	1,445,675
403	2013 Civic Plaza Refinancing	802,650
504	City Streets Projects	<u>1,849,048</u>
	Total	\$16,676,634

Section 3. That the City Council approves the following position classification changes included in the 2017-18 Budget as follows:

Section 3a. That the City Council approves the increase in the salary range for the Assistant to the City Manager position from Range 43 to Range 45, which is an Unclassified/At-Will Senior Management classification, non-represented, as well as having an Employment Agreement and Auto Allowance of \$600 per month.

Section 4. That the City Manager and department head staff shall have the authority to transfer funds as incorporated in the Fiscal Year 2017-18 Budget and consistent with the policy adopted by the City Council.

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 20th day of June 2017.

ATTEST:

Paul Russ, Mayor

Melinda Sayre, City Clerk

RESOLUTION NO. 2017-028

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA,
CALIFORNIA, APPROVING THE FISCAL YEAR 2017-18 ARTICLE XIII B LIMIT
(GANN APPROPRIATIONS LIMITATION)**

WHEREAS, Article XIII B of the California Constitution (Proposition 4) was passed by voters in 1979; and

WHEREAS, Article XIII B sets a limit on the annual spending or appropriations levels of the state, local governments, and schools according to changes in inflation and population, the base year levels being set in Fiscal Year 1978-79; and

WHEREAS, said limit is known as the Gann Appropriations Limitation and must be adopted annually by the governing body of each jurisdiction; and

WHEREAS, said annual limitation is established by multiplying either the increase of the jurisdictional change in per capita income or assessed valuation, whichever is greater, by the change in population; and multiplying the resulting figure by the previous fiscal year's limitation; and

WHEREAS, upon incorporation, the Local Agency Formation Commission (LAFCO) set the base Gann Appropriations Limitation for the City of Hesperia at \$12,000,000; and

WHEREAS, said limitation has been properly adjusted for the City of Hesperia each fiscal year, including Fiscal Year 2017-18, by the Management Services Department according to the State's formula as shown in Attachment 1; and

WHEREAS, it is required that each jurisdiction's governing body adopt their adjusted Gann Appropriations Limitation on an annual fiscal year basis.

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

Section 1. In all respects, the facts as set forth in this resolution are true and correct.

Section 2. Approves the annual Fiscal Year 2017-18 Article XIII B Limit (Gann Appropriations Limitation) of \$85,109,913 for the City of Hesperia.

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 20th day of June 2017.

Paul Russ, Mayor

ATTEST:

Melinda Sayre, City Clerk

CITY OF HESPERIA AND HESPERIA FIRE DISTRICT
SCHEDULE OF ANNUAL APPROPRIATIONS (GANN LIMITS)
FISCAL YEARS 1989/90 through 2017/18

Fiscal Year	Change In Factor 1 Population	Factor 2 Per Capita Income	Calculation of Factor	City Balance	City Gann Limit	Fire District Balance	Fire District Gann Limit	Total Gann
1988/90	- incorporation - LAFCO base amount				\$12,000,000			
1989/90	0.0000	0.0498	1.0498	\$12,000,000	12,597,600		\$2,937,542	\$15,535,142
1990/91	1.0550	1.0421	1.099416	12,597,600	13,850,003	\$2,937,542	3,229,581	17,079,584
1991/92	1.0829	1.080477	1.170049	13,850,003	16,205,182	3,229,581	3,778,768	19,983,950
1992/93	1.0525	1.079359	1.136025	16,205,182	18,409,492	3,778,768	4,292,775	22,702,267
1993/94	1.0392	1.150802	1.195913	18,409,492	22,016,151	4,292,775	5,133,785	27,149,936
1994/95	1.0177	1.124327	1.144228	22,016,151	25,191,496	5,133,785	5,874,221	31,065,717
1995/96	1.0120	1.0071	1.019185	25,191,496	25,674,795	5,874,221	5,986,918	31,661,713
1996/97	1.0132	1.0467	1.060516	25,674,795	27,228,531	5,986,918	6,349,222	33,577,753
1997/98	1.0042	1.0467	1.051096	27,228,531	28,619,800	6,349,222	6,673,642	35,293,442
1998/99	1.0181	1.0415	1.060351	28,619,800	30,347,034	6,673,642	7,076,403	37,423,437
1999/00	1.0138	1.0453	1.059725	30,347,034	32,159,511	7,076,403	7,499,041	39,658,552
2000/01	1.0209	1.0491	1.071026	32,159,511	34,443,672	7,499,041	8,031,668	42,475,340
2001/02	1.0189	1.0782	1.098578	34,443,672	37,839,060	8,031,668	8,823,414	46,662,474
2002/03	1.0286	0.9873	1.015537	37,839,060	38,426,965	8,823,414	8,960,503	47,387,468
2003/04	1.0362	1.0231	1.060136	38,426,965	40,737,809	8,960,503	9,499,352	50,237,161
2004/05	1.0309	1.0328	1.064714	40,737,809	43,374,116	9,499,352	10,114,093	53,488,209
2005/06	1.0759	1.0526	1.132492	43,374,116	49,120,839	10,114,093	11,454,129	60,574,968
2006/07	1.0520	1.0396	1.093659	49,120,839	53,721,448	11,454,129	12,526,911	66,248,359
2007/08	1.0705	1.0442	1.117816	53,721,448	60,050,694	12,526,911	14,002,782	74,053,476
2008/09	1.0246	1.0429	1.068555	60,050,694	64,167,469	14,002,782	14,962,743	79,130,212
2009/10	1.0106	1.0062	1.016866	64,167,469	65,249,718	14,962,743	15,215,105	80,464,823
2010/11	1.0050	0.9746	0.979473	65,249,718	63,910,337	15,215,105	14,902,785	78,813,122
2011/12	1.0065	1.0251	1.031763	63,910,337	65,940,321	14,902,785	15,376,142	81,316,463
2012/13	1.0068	1.0377	1.044756	65,940,321	68,891,546	15,376,142	16,064,317	84,955,863
2013/14	1.0061	1.0512	1.057612	68,891,546	72,860,526	16,064,317	16,989,814	89,850,340
2014/15	1.0049	0.9977	1.002589	72,860,526	73,049,162	16,989,814	17,033,801	90,082,963
2015/16	1.0083	1.0382	1.046817	73,049,162	76,469,105	17,033,801	17,831,272	94,300,377
2016/17	1.0090	1.0537	1.063183	76,469,105	81,300,652	17,831,272	18,957,905	100,258,557
2017/18	1.0096	1.0369	1.046854	81,300,652	85,109,913	18,957,905	19,846,159	104,956,072

RESOLUTION HHA 2017-06

A RESOLUTION OF THE COMMISSIONERS OF THE HESPERIA HOUSING AUTHORITY, CITY OF HESPERIA, CALIFORNIA, ADOPTING THE ANNUAL FISCAL YEAR 2017-18 BUDGET

WHEREAS, the Executive Director of the Hesperia Housing Authority has prepared the proposed operating budget for Fiscal Year 2017-18; and

WHEREAS, the Hesperia Housing Authority Board has received the Fiscal Year 2017-18 proposed budget and held a public workshop concerning its adoption; and

WHEREAS, the final budget document will be the Commission's official Program of Services for the Housing Authority for Fiscal Year 2017-18.

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

Section 1. In all respects, the facts as set forth in this resolution are true and correct.

Section 2. To accept, approve, and adopt the Fiscal Year 2017-18 budget as proposed and presented by staff and as adjusted by Commission direction, as the official budget document and Program of Services for the Housing Authority for Fiscal Year 2017-18, which includes: budget expenditures totaling \$443,982 with revenue of \$197,901, and budgeted reserves of \$263,181 for total resources of \$461,082.

Section 3. That the Commission and department head staff shall have the authority to transfer funds as incorporated in the Fiscal Year 2017-18 Budget and consistent with the policy adopted by the Commissioners.

Section 4. That the Secretary of the Housing Authority shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED AND APPROVED this 20th day of June 2017.

Paul Russ, Chair

ATTEST:

Melinda Sayre, Secretary to the Board

RESOLUTION CDC 2017-07

A RESOLUTION OF THE HESPERIA COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF HESPERIA, CALIFORNIA, ADOPTING THE ANNUAL FISCAL YEAR 2017-18 BUDGET

WHEREAS, the Executive Director of the Hesperia Community Development Commission has prepared the proposed operating budget for Fiscal Year 2017-18; and

WHEREAS, the Hesperia Community Development Commission has received the Fiscal Year 2017-18 proposed budget and held a public workshop concerning its adoption; and

WHEREAS, the final budget document will be the Commission's official Program of Services for the Hesperia Community Development Commission for Fiscal Year 2017-18.

NOW THEREFORE, BE IT RESOLVED BY THE HESPERIA COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF HESPERIA AS FOLLOWS:

Section 1. In all respects, the facts as set forth in this resolution are true and correct.

Section 2. To accept, approve, and adopt the Fiscal Year 2017-18 budget as proposed and presented by staff and as adjusted by Commission direction, as the official budget document and Program of Services for the Hesperia Community Development Commission for Fiscal Year 2017-18, which includes: budget expenditures totaling \$535,545 with revenue of \$106,863, budgeted reserves of \$0, and transfers of \$428,682 for total resources of \$535,545.

Section 3. That the Commission and department head staff shall have the authority to transfer funds as incorporated in the Fiscal Year 2017-18 Budget and consistent with the policy adopted by the Commissioners.

Section 4. That the Secretary of the Commission shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED AND APPROVED this 20th day of June 2017.

Paul Russ, Chairman

ATTEST:

Melinda Sayre, Secretary

RESOLUTION HFPD 2017-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA FIRE PROTECTION DISTRICT, CITY OF HESPERIA, CALIFORNIA, ADOPTING THE ANNUAL FISCAL YEAR 2017-18 BUDGET

WHEREAS, the Executive Director has prepared the proposed operating budget for Fiscal Year 2017-18 for the Hesperia Fire Protection District; and

WHEREAS, the Board of Directors has received the Fiscal Year 2017-18 proposed budget and held a public workshop concerning its adoption; and

WHEREAS, the final budget document will be the District's official Program of Services for the Hesperia Fire Protection District for Fiscal Year 2017-18.

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

Section 1. In all respects, the facts as set forth in this resolution are true and correct.

Section 2. To accept, approve and adopt the Fiscal Year 2017-18 budget as proposed and presented by staff and as adjusted by Board direction, as the official budget document and Program of Services for the Hesperia Fire Protection District for Fiscal Year 2017-18 which includes: appropriated expenditures for the Fire District Operating Fund totaling \$11,421,438 and total resources (estimated revenue) of \$10,833,223; and also, appropriated expenditures for the Fire District Capital Fund totaling \$0 and total resources (estimated revenue) of \$895,674. The combined Fire District appropriated expenditures total \$11,421,438, while combined total resources (estimated revenue) totals \$11,728,897.

Section 3. That the Executive Director and department head staff shall have the authority to transfer funds as incorporated in the Fiscal Year 2017-18 Budget and consistent with the policy adopted by the District's Board of Directors.

Section 4. That the Secretary of 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 20th day of June 2017.

Paul Russ, Chair

ATTEST:

Melinda Sayre, Secretary

RESOLUTION HFPD 2017-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA FIRE PROTECTION DISTRICT, HESPERIA, CALIFORNIA, APPROVING THE FISCAL YEAR 2017-18 ARTICLE XIIIB LIMIT (GANN APPROPRIATIONS LIMITATION)

WHEREAS, Article XIIIB of the California Constitution (Proposition 4) was passed by voters in 1979; and

WHEREAS, Article XIIIB sets a limit on the annual spending or appropriations levels of the state, local governments, and schools according to changes in inflation and population, the base year levels being set in Fiscal Year 1978-79; and

WHEREAS, said limit is known as the Gann Appropriations Limitation and must be adopted annually by the governing body of each jurisdiction; and

WHEREAS, said annual limitation is established by multiplying either the increase of the jurisdictional change in per capita income or assessed valuation, whichever is greater, by the change in population; and multiplying the resulting figure by the previous fiscal year's limitation; and

WHEREAS, said limitation has been properly adjusted for the Hesperia Fire Protection District fiscal year, including Fiscal Year 2017-18, by the Management Services Department according to the State's formula as shown in Attachment 1; and

WHEREAS, it is required that each jurisdiction's governing body adopt their adjusted Gann Appropriations Limitation on an annual fiscal year basis.

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

Section 1. In all respects, the facts as set forth in this resolution are true and correct.

Section 2. Approves the annual Fiscal Year 2017-18 Article XIIIB Limit (Gann Appropriations Limitation) of \$19,846,159 for the Hesperia Fire Protection District.

Section 3. That the Board Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED AND APPROVED this 20th day of June 2017.

Paul Russ, Chair

ATTEST:

Melinda Sayre, Secretary

CITY OF HESPERIA AND HESPERIA FIRE DISTRICT
SCHEDULE OF ANNUAL APPROPRIATIONS (GANN LIMITS)
FISCAL YEARS 1989/90 through 2017/18

Fiscal Year	Change In Factor 1 Population	Factor 2 Per Capita Income	Calculation of Factor	City Balance	City Gann Limit	Fire District Balance	Fire District Gann Limit	Total Gann
1988/90	- incorporation - LAFCO base amount				\$12,000,000			
1989/90	0.0000	0.0498	1.0498	\$12,000,000	12,597,600		\$2,937,542	\$15,535,142
1990/91	1.0550	1.0421	1.099416	12,597,600	13,850,003	\$2,937,542	3,229,581	17,079,584
1991/92	1.0829	1.080477	1.170049	13,850,003	16,205,182	3,229,581	3,778,768	19,983,950
1992/93	1.0525	1.079359	1.136025	16,205,182	18,409,492	3,778,768	4,292,775	22,702,267
1993/94	1.0392	1.150802	1.195913	18,409,492	22,016,151	4,292,775	5,133,785	27,149,936
1994/95	1.0177	1.124327	1.144228	22,016,151	25,191,496	5,133,785	5,874,221	31,065,717
1995/96	1.0120	1.0071	1.019185	25,191,496	25,674,795	5,874,221	5,986,918	31,661,713
1996/97	1.0132	1.0467	1.060516	25,674,795	27,228,531	5,986,918	6,349,222	33,577,753
1997/98	1.0042	1.0467	1.051096	27,228,531	28,619,800	6,349,222	6,673,642	35,293,442
1998/99	1.0181	1.0415	1.060351	28,619,800	30,347,034	6,673,642	7,076,403	37,423,437
1999/00	1.0138	1.0453	1.059725	30,347,034	32,159,511	7,076,403	7,499,041	39,658,552
2000/01	1.0209	1.0491	1.071026	32,159,511	34,443,672	7,499,041	8,031,668	42,475,340
2001/02	1.0189	1.0782	1.098578	34,443,672	37,839,060	8,031,668	8,823,414	46,662,474
2002/03	1.0286	0.9873	1.015537	37,839,060	38,426,965	8,823,414	8,960,503	47,387,468
2003/04	1.0362	1.0231	1.060136	38,426,965	40,737,809	8,960,503	9,499,352	50,237,161
2004/05	1.0309	1.0328	1.064714	40,737,809	43,374,116	9,499,352	10,114,093	53,488,209
2005/06	1.0759	1.0526	1.132492	43,374,116	49,120,839	10,114,093	11,454,129	60,574,968
2006/07	1.0520	1.0396	1.093659	49,120,839	53,721,448	11,454,129	12,526,911	66,248,359
2007/08	1.0705	1.0442	1.117816	53,721,448	60,050,694	12,526,911	14,002,782	74,053,476
2008/09	1.0246	1.0429	1.068555	60,050,694	64,167,469	14,002,782	14,962,743	79,130,212
2009/10	1.0106	1.0062	1.016866	64,167,469	65,249,718	14,962,743	15,215,105	80,464,823
2010/11	1.0050	0.9746	0.979473	65,249,718	63,910,337	15,215,105	14,902,785	78,813,122
2011/12	1.0065	1.0251	1.031763	63,910,337	65,940,321	14,902,785	15,376,142	81,316,463
2012/13	1.0068	1.0377	1.044756	65,940,321	68,891,546	15,376,142	16,064,317	84,955,863
2013/14	1.0061	1.0512	1.057612	68,891,546	72,860,526	16,064,317	16,989,814	89,850,340
2014/15	1.0049	0.9977	1.002589	72,860,526	73,049,162	16,989,814	17,033,801	90,082,963
2015/16	1.0083	1.0382	1.046817	73,049,162	76,469,105	17,033,801	17,831,272	94,300,377
2016/17	1.0090	1.0537	1.063183	76,469,105	81,300,652	17,831,272	18,957,905	100,258,557
2017/18	1.0096	1.0369	1.046854	81,300,652	85,109,913	18,957,905	19,846,159	104,956,072

RESOLUTION HWD 2017-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA WATER DISTRICT, CITY OF HESPERIA, CALIFORNIA, ADOPTING THE ANNUAL FISCAL YEAR 2017-18 BUDGET

WHEREAS, the General Manager has prepared the proposed operating and capital budget for Fiscal Year 2017-18 for the Hesperia Water District; and

WHEREAS, the Board of Directors has received the Fiscal Year 2017-18 proposed budget and held a public workshop concerning its adoption; and

WHEREAS, the final budget document will be the District's official Program of Services for the Hesperia Water District for Fiscal Year 2017-18.

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

Section 1. In all respects, the facts as set forth in this resolution are true and correct.

Section 2. To accept, approve, and adopt the Fiscal Year 2017-18 budget as proposed and presented by staff and as adjusted by Board direction, as the official budget document and Program of Services for the Hesperia Water District for Fiscal Year 2017-18 which includes: water expenditures of \$31,739,034 and water revenues and budgeted reserves or total resources totaling \$32,179,848, and also sewer expenditures of \$4,312,772, and sewer revenue and budgeted reserves or total resources totaling \$5,374,760, for combined estimated District resources of \$37,554,608 and appropriated expenditures of \$36,051,806.

Section 3. That the Board of Directors approves the following position classification changes included in the 2017-18 Budget as follows:

Section 3a. That the City Council approves the increase in the salary range for the Assistant to the City Manager position from Range 43 to Range 45, which is an Unclassified/At-Will Senior Management classification, non-represented, as well as having an Employment Agreement and Auto Allowance of \$600 per month.

Section 4. That the General Manager and department head staff shall have the authority to transfer funds as incorporated in the Fiscal Year 2017-18 Budget and consistent with the policy adopted by the District's Board of Directors.

Section 5. That the Secretary of 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 20th day of June 2017.

ATTEST:

Paul Russ, Chair

Melinda Sayre, Secretary

**JOINT RESOLUTION NO. 2017-022
RESOLUTION CDC NO. 2017-06
RESOLUTION HHA NO. 2017-05
RESOLUTION NO. HFPD 2017-05
RESOLUTION NO. HWD 2017-09**

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, COMMISSIONERS OF THE HESPERIA HOUSING AUTHORITY, COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION, THE BOARD OF DIRECTORS OF THE HESPERIA FIRE PROTECTION DISTRICT, AND THE BOARD OF DIRECTORS OF THE HESPERIA WATER DISTRICT ADOPTING FINANCIAL POLICIES.

WHEREAS, the City of Hesperia wishes to establish a comprehensive set of financial policies that will serve as a guideline for operational and strategic decision making related to financial matters; and

WHEREAS, financial policies are intended to establish guidelines for the City's overall planning and management; and

WHEREAS, such policies will allow the City to maintain and enhance a sound fiscal condition; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, COMMISSIONERS OF THE HESPERIA HOUSING AUTHORITY, COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION, THE BOARD OF DIRECTORS OF THE HESPERIA FIRE PROTECTION DISTRICT, AND THE BOARD OF DIRECTORS OF THE HESPERIA WATER DISTRICTS AS FOLLOWS:

Section 1. The recitals are true and correct and adopted as findings.

Section 2. That the City Council approves the Financial Policies (Exhibit A).

Section 3. If any section, sub-section, sentence, clause, or word in the Resolution is held to be invalid by decision of any court of competent jurisdiction or action of State legislation, such decision or legislation shall not affect the validity of the remaining portions of this Resolution.

Section 4. 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 20th day of June 2017.

Paul Russ, Mayor

ATTEST:

Melinda Sayre, City Clerk

EXHIBIT A

To Resolutions:

**Resolution No. 2017-022, CDC 2017-06, HHA 2017-05,
HFPD 2017-05 and HWD 2017-09**

City of Hesperia

FINANCIAL POLICIES

FISCAL YEAR 2017/18



CITY OF HESPERIA
Fiscal Year 2017/18 Adopted Budget
Financial Policies

I. BUDGETING POLICY

- The City will adopt an annual budget for the fiscal year beginning July 1st no later than June 30th of the same calendar year.
- The adopted budget will be balanced with current year operating expenditures fully funded by current year revenues.
- Fund balance reserves for the General Fund, Water District, and Fire District will be used only for non-recurring expenditures such as capital projects, studies, etc. and not for on-going operations. In the event that fund balance reserves are used for recurring (operational) expenditures, the City Council will be notified prior to adoption of the annual budget.
- The City Manager is authorized to implement programs as approved in the adopted budget.
- A First Quarter and Mid-Year budget review will be conducted for the City Council to determine the status of projected revenues, expenditures, and other financial situations, along with consideration of needed budget amendments. A Third Quarter review is included in the presentation of the upcoming fiscal year's proposed budget. An internal Fourth Quarter appropriation review is conducted and budget amendments are presented to the City Council as needed.

II. CAPITAL IMPROVEMENT POLICY

- The City will identify the estimated costs and potential funding sources for each capital project prior to its submittal to the City Council for approval.
- Capital projects involve the purchase or construction of major capital assets such as land; equipment; infrastructure; building or permanent improvements including additions, replacements, and major alterations; having a long life expectancy; and costing \$5,000 or more.
- Capital projects are funded by a variety of funding sources, which are often restricted for a specific purpose. Prior to a capital project being included in the annual budget, a determination must be made that the project is an appropriate use of the funds and that there is sufficient funding available.

III. REVENUE POLICY

Recurring expenditures will be funded by recurring revenue. Recurring expenditure increases that exceed recurring revenue growth should not be approved. Any new or expanded programs should be required to identify new funding sources and/or offsetting reductions in expenditures. In addition:

- The City shall use a conservative approach in projecting revenues.
- One-time revenues may be used for one-time expenditures or enhancement of reserves.
- The City shall update its user fees and charges periodically to recover costs of providing that service for which a fee is charged.

III. REVENUE POLICY (Continued)

- All potential grants shall be carefully reviewed for matching requirements, maintenance of effort requirements, and on-going future expenditures requirements.
- Intergovernmental grants will be evaluated to determine the long term operating and maintenance costs associated with the grant.
- The City will maintain water and sewer rate structures which are adequate to ensure that these enterprise funds remain firmly and separately self-supporting, including the costs of operation, capital replacement, cost allocation plan, and debt service.

IV. RESERVE POLICY

Adequate reserve levels are a necessary component of the City's overall financial management strategy. It is the responsibility of the City Council to maintain a sufficient level of reserve funds to provide for the orderly provision of services to the citizens of the City of Hesperia. The City Council has the authority to decide the circumstances under which the reserves can be used. The City Manager and the Assistant City Manager-Management Services may, from time to time, make recommendations as to the level of reserve funds necessary for prudent fiscal management. Reserve levels shall be reviewed at least annually during the budget process to ensure that they are consistent with the conditions faced by the City. All uses of reserves require a resolution of the City Council or will be incorporated in the annual adopted budget.

The reserve policies for the General Fund, Hesperia Water District (Enterprise Fund), and Hesperia Fire Protection District (Special Revenue Fund) require that a minimum of ten percent (10%) of current fiscal year operations budget (expenditures) be reserved. Cash reserves is a calculation of the ratio of cash and cash equivalents to the total individual fund balance, as reported in the most recently completed Comprehensive Annual Financial Report (CAFR). The specific purpose of the reserves is to provide funding to meet operational appropriation requirements in the event that either the City, Water District, or Fire District experiences shortfalls in the level of anticipated revenues or unanticipated expenses.

V. TRANSFER AUTHORITY

The following criteria establish the transfer authority for appropriations as set forth in the fiscal year budget.

- Division Managers can make transfers between line items in the same program.
- Department Directors can make transfers between divisions within the same fund.
- Transfers between departments, within the same fund, will require the City Manager approval.
- Transfers between the capital expenditure classification and the operating expenditure classifications will require the City Manager approval.
- Transfers between different funds can only be made with an approved City Council resolution.
- The Finance Division will review all budget transfers and make recommendations to the City Manager.

VI. FISCAL MANAGEMENT

- An independent firm of certified public accountants will perform an annual financial and compliance audit according to General Accepted Auditing Standards (GAAS) that will be incorporated into the Comprehensive Annual Financial Report (CAFR).
- Annually, the City will seek the Governmental Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting and the Certificate of Achievement for Distinguished Budget Presentation Awards.

VII. INVESTMENTS

- The City will continue to have a written investment policy approved by City Council resolution annually. The policy for investments in priority order is safety, liquidity, and yield.
- The City Council will receive reports on the cash position and performance of City investments on a monthly basis.

VIII. CAPITAL ASSETS

- Assets exceeding the value of \$5,000 are considered capital assets.
- All assets will be maintained at a level that protects capital investment and minimizes future maintenance costs.

IX. DEBT MANAGEMENT

- The City will not issue long-term debt to finance current operations. Debt financing should only be used for long-term capital improvement projects or purchases of capital assets, such as water rights, that have a useful life exceeding the term of the financing. In addition, identified revenue sources shall be identified to allow for the principal, interest, and other related payments (debt service) of the long-term debt.
- The City will seek to maintain a high credit rating through sound financial practices as a basis for minimizing borrowing costs.
- The City will monitor all forms of debt. Annually, the status of all long-term debt will be reported to the City Council in the annual budget.
- The City will diligently monitor its compliance with bond covenants and continuing disclosures.

PASSED, APPROVED and ADOPTED THIS 20th day of June 2017.

Paul Russ, Mayor

I, Melinda Sayre, City Clerk of the City of Hesperia, California, do hereby certify that the foregoing Resolutions was duly passed, approved and adopted by the City Council of the City of Hesperia, California, at an adjourned meeting of said City Council held on the 20th day of June 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Melinda Sayre, City Clerk