

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

**AMENDED AGENDA**

*\* Item no. 8 revised after posting of the agenda*

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

**Date: December 5, 2017  
REGULAR MEETING**

**Time: 5:30 P.M.** (Closed Session)  
**6:30 P.M.** (Regular Meeting)  
**8:30 P.M. C.S.T.**

**CITY COUNCIL MEMBERS**

Paul Russ, Mayor

Russ Blewett, Mayor Pro Tem

Larry Bird, Council Member

Bill Holland, Council Member

Rebekah Swanson, Council Member

❖ - ❖ - ❖ - ❖ - ❖ - ❖ - ❖ - ❖

Nils Bentsen, City Manager

Eric L. Dunn, City Attorney



*City of Hesperia*

Council Chambers  
9700 Seventh Avenue  
Hesperia, CA 92345  
and

5855 Citrus Blvd, Apt. 120,  
Harahan, LA 70123  
(teleconferencing location)

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

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

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

*Please join us for refreshments immediately  
following the council meeting to honor the  
outgoing and incoming Mayor*



**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**

**Meeting to be held at the following locations:  
9700 Seventh Avenue, Hesperia, CA 92345 and  
5855 Citrus Blvd, Apt. 120, Harahan, LA 70123 (teleconferencing location)**

**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 Real Property Negotiators – Property Negotiations  
Government Code Section – 54956.8

1. Negotiating Parties: Eagle Real Estate Group and Hesperia Housing Authority  
Location: APN 0405-072-70  
Under Negotiation: Price and Terms

Conference with Labor Negotiator  
Government Code Section 54957.6

1. Negotiations between the City of Hesperia and the Teamster Local 1932 with the City's Negotiator. (Staff person: Brian D. Johnson, Assistant City Manager/ Management Services)

**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. Certificate of Recognition for WASC accreditation to Sultana High School and Mojave High School by Assemblyman Jay Obernolte and First District Supervisor Robert Lovingood, accepted by Nate Lambdin, Principal of Mojave High School and Jerry Kaufer, Assistant Principal of Sultana High School
2. Presentation to retiring employee Brian Johnson, Assistant City Manager/Management Services by Nils Bentsen, City Manager
3. Presentation to outgoing Mayor Paul Russ by Mayor Pro Tem Russ Blewett
4. Community Events Calendar

**COUNCIL/BOARD REORGANIZATION**

**1. Page 7**

Election of Officers:

- A. Selection of the Mayor/Chair to serve for the City Council, Successor Agency to the Hesperia Community Redevelopment Agency, Community Development Commission, Housing Authority, Hesperia Fire Protection District and Hesperia Water District (term to expire at the first regular meeting held in December 2018).
- B. Selection of the Mayor Pro Tem/Vice Chair to serve for the City Council, Successor Agency to the Hesperia Community Redevelopment Agency, Community Development Commission, Housing Authority, Hesperia Fire



Protection District and Hesperia Water District (term to expire at the first regular meeting held in December 2018).

**Staff Person:** City Clerk Melinda Sayre and City Clerk

**Attachments:** [SR Election of Officers 12-5-2017](#)

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

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

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

### **JOINT CONSENT CALENDAR**

1. Page 9 Consideration of the Draft Minutes from the Regular Meeting held Tuesday, November 21, 2017

**Recommended Action:**

It is recommended that the City Council approve the Draft Minutes from the Regular Meeting held Tuesday, November 21, 2017.

**Staff Person:** City Clerk Melinda Sayre and City Clerk

**Attachments:** [Draft CC Min 2017-11-21](#)

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

**Recommended Action:**

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

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

**Attachments:** [SR Warrant Run 12-5-2017](#)

[Attachment 1 - Warrant Run](#)

3. Page 17 Warehouse Commodity - Milwaukee Parts

**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 Inland Waterworks Supply, for Milwaukee water products in the amount of \$30,000 with a new not-to-exceed amount of \$80,000.

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

**Attachments:** [SR Warehouse Commodity-Milwaukee Parts 12-5-2017](#)

4. Page 19

Parcel Map 19857

**Recommended Action:**

It is recommended that the City Council adopt Resolution No. 2017-059 approving Parcel Map No. 19857 to create three parcels from 2.9 gross acres in conjunction with Revised Site Plan Review SPRR17-00008 to construct a 1,860 square foot Starbucks coffee shop with a drive thru lane and outdoor seating on 0.8 gross acres within the Neighborhood Commercial (NC) Zone of the Main Street and Freeway Corridor Specific Plan located on the north side of Main Street, 140 feet west of Jellico Avenue (Applicant: Fountainhead Development; APN: 0410-133-50).

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

**Attachments:** [SR Parcel Map 19857 12-5-2017](#)

[Resolution 2017-059](#)

[Attachment 2 - Parcel Map 19857](#)

5. Page 27

Memorandum of Understanding between the City of Hesperia and the Teamsters Local 1932 for the Period of January 1, 2017 through January 31, 2018

**Recommended Action:**

It is recommended that the City Council adopt Resolution No. 2017-024 and the Board of Directors of the Hesperia Water District adopt Resolution HWD 2017-11, approving the Memorandum of Understanding with the Teamsters Local 1932 (Teamsters Union).

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

**Attachments:** [SR Teamsters Union MOU 12-5-2017](#)

[Attachment 1 - Memorandum of Understanding](#)

[Resolution 2017-024](#)

[Resolution HWD 2017-11](#)

6. Page 71

Community Facilities District (CFD) 94-01, Annexation 189

**Recommended Action:**

It is recommended that the Hesperia Fire Protection District (HFPD) Board of Directors adopt Resolution No. HFPD 2017-18 admitting Annexation 189 (APN: 0405-072-42) 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 189 12-5-2017](#)

[Resolution HFPD 2017-18](#)

[Attachment 2 - Location Map](#)

**7. Page 77**

Community Facilities District (CFD) 94-01, Annexation 190

**Recommended Action:**

It is recommended that the Hesperia Fire Protection District (HFPD) Board of Directors adopt Resolution No. HFPD 2017-19 admitting Annexation 190 (APN 0405-072-70) 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 190 12-5-2017](#)

[Resolution HFPD 2017-19](#)

[Attachment 2 - Location Map](#)

**8. Page 83**

Audited Hesperia Housing Authority Financial Statements for Fiscal Year Ended June 30, 2017

**Recommended Action:**

It is recommended that the City Council and the Hesperia Housing Authority (HHA) Board receive and file the audited Hesperia Housing Authority - Component Unit Financial Statements for the Fiscal Year Ended June 30, 2017.

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

**Attachments:** [SR Hesperia Housing Authority Audited Financial Statements 12-5-2017](#)

[Attachment 1 - Financial Statements - Available in City Clerk's Office](#)

**CONSENT ORDINANCES**

*WAIVE READING OF ORDINANCES*

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

**9. Page 87**

Ordinance to Regulate Cannabis Related Activities

**Recommended Action:**

Place on second reading and adopt by title waiving the text of Ordinance No. 2017-15 amending Title 16 of the Hesperia Municipal Code to regulate cannabis related development within the City of Hesperia, as well as expand the eligible area for delivery services. (DCA17-00005)

**Staff Person:** Principal Planner Dave Reno

**Attachments:** [SR Cannabis Regulations 11-21-2017](#)  
[Ordinance 2017-15](#)  
[Attachment 2 - Exhibit A](#)  
[Attachment 3 - Zoning Map](#)

## **NEW BUSINESS**

### **10. Page 105 Development Impact Fee Study**

**Recommended Action:**

It is recommended that the City Council receive the information provided, and provide direction to Staff on the Development Impact Fee Study and resulting proposed fees.

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

**Attachments:** [SR Development Impact Fees 12-5-2017](#)  
[Attachment 1 - Fee Summary Memorandum](#)  
[Attachment 2 - Current Development Impact Fee Schedule](#)

## **COUNCIL COMMITTEE REPORTS AND COMMENTS**

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

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

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

## **ADJOURNMENT**

*I, Melinda Sayre, City Clerk of the City of Hesperia, California do hereby certify that I caused to be posted the foregoing agenda on Wednesday, November 29, 2017 at 5:30 p.m. pursuant to California Government Code §54954.2.*

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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 STAFF REPORT



**DATE:** December 5, 2017  
**TO:** Mayor and Council Members  
**FROM:** Nils Bentsen, City Manager  
**BY:** Melinda Sayre, City Clerk  
**SUBJECT:** Council / Board Reorganization

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## RECOMMENDED ACTION

It is recommended the Council / Boards select their Mayor/Chair and Mayor Pro Tem/Vice Chair to serve for one year.

## BACKGROUND

CA Government Code requires the installation of the Mayor and Mayor Pro Tempore at the first meeting in December. In March of 2010, the Council adopted the City Council Procedures Manual which outlined guidelines for the annual reorganization of the Council and set the term of office for the Mayor/Chair and Mayor Pro Tem/Vice Chair for one year following nomination.

## ISSUES/ANALYSIS

The recommended action is in compliance with the Government Code requirements and the City Council adopted Council Procedures Manual.

## FISCAL IMPACT

None

## ALTERNATIVE(S)

1. Provide alternative direction to staff

## ATTACHMENT(S)

None

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# City of Hesperia Meeting Minutes - Draft City Council

City Council Chambers  
9700 Seventh Ave.  
Hesperia CA, 92345

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Tuesday, November 21, 2017

6:30 PM

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**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**

Held at the following locations:

9700 Seventh Avenue, Hesperia CA 92345 and 5855 Citrus Blvd., Apt. 120, Harahan, LA 70123 (teleconferencing location)

## **CLOSED SESSION - 5:30 PM**

### **Roll Call**

**Present:** 5 - Mayor Russ (via teleconference location listed on agenda), Mayor Pro Tem Blewett, Council Member Bird, Council Member Holland and Council Member Swanson

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

1. One (1) case

Conference with Labor Negotiator  
Government Code Section 54957.6

1. Negotiations between the City of Hesperia and the Teamster Local 1932 with the City's Negotiator. (Staff person: Brian D. Johnson, Assistant City Manager/ Management Services)

## **CALL TO ORDER - 6:30 PM**

- A. Invocation by Council Member Larry Bird**
- B. Pledge of Allegiance to the Flag**
- C. Roll Call**

**Present:** 5 - Mayor Russ (via teleconference location listed on agenda), Mayor Pro Tem Blewett, Council Member Bird, Council Member Holland and Council Member Swanson

- D. Agenda Revisions and Announcements by City Clerk – Item no. 8 was pulled by staff at the request of the developer, green sheets for item no. 7 have been provided to the public and the council.**

E. **Closed Session Reports by City Attorney** – Staff was given direction, no reportable action taken.

### **ANNOUNCEMENTS/PRESENTATIONS**

1. Presentation to Employee of the Month for November to Tina Bulgarelli, Administrative Analyst by Michael Blay, Director of Development Services
2. Community Events Calendar- *Hesperia Animal Shelter \$15 adoption fee to those that bring in a new, unwrapped toy for the Spark of Love toy drive between 11/27-12/22, annual tree lighting ceremony 12/7 at 4:30pm in the Civic Plaza Park, City offices will be closed on Thursday and Friday for the Thanksgiving holiday.*

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

*Daniel Krist commented on missing persons.*

*Bob Nelson commented on public speech.*

*Patty Linares commented on aqueduct crossing traffic mitigation measures.*

*Al Vogler commented on opposition to a proposed solar farm and prop 218 water & sewer rate study notices.*

*Lorrie Sears commented on street sweeping in housing tracts.*

### **JOINT CONSENT CALENDAR**

**A motion was made by Swanson, seconded by Holland, that Consent Calendar items 1-7 be approved (item 8 was removed from the calendar to be calendared for a future date). 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, November 7, 2017

#### **Recommended Action:**

It is recommended that the City Council approve the Draft Minutes from the Regular Meeting held Tuesday, November 7, 2017.

**Sponsors:** City Clerk Melinda Sayre and City Clerk

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

#### **Recommended Action:**

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

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

3. Treasurer's Cash Report for the unaudited period ended September 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.

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



4. 2017-18 Statement of Investment Policy

**Recommended Action:**

It is recommended that the Council/Board/Commission adopt City Resolution No. 2017-52, Successor Agency to the Hesperia Community Redevelopment Agency Resolution No. SA 2017-01, Hesperia Housing Authority Resolution No. HHA 2017-09, Community Development Commission Resolution No. CDC 2017-09, Fire District Resolution No. HFPD 2017-15, and Water District Resolution No. HWD 2017-16 amending the Fiscal Year 2017-18 Statement of Investment Policy.

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

5. Fiscal Year 2016-17 Final Budget Amendments

**Recommended Action:**

It is recommended that the following resolutions be adopted, amending the respective Fiscal Year 2016-17 Budgets for the City of Hesperia, Hesperia Housing Authority, Hesperia Fire Protection District, and the Hesperia Water District:

- 1) City of Hesperia Resolution No. 2017-055
- 2) Hesperia Housing Authority Resolution HHA 2017-010
- 3) Hesperia Fire Protection District Resolution HFPD 2017-16
- 4) Hesperia Water District Resolution HWD 2017-19

**Sponsors:** Assistant City Manager/Management Services Brian Johnson and Budget/Finance Manager Casey Brooksher

6. Update to Sewer System Management Plan (SSMP)

**Recommended Action:**

It is recommended that the Board of Directors adopt and implement an updated Sewer System Management Plan (SSMP) spanning 2017 through 2023, in accordance with Federal and State regulations.

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

7. Accept FY 2016-17 Annual Street Improvement Projects (CO 7135)

**Recommended Action:**

It is recommended that the City Council accept FY 2016-17 Annual Street Improvement Project completed by American Asphalt South, Inc. (Construction Order No. 7135); authorize staff to record a "Notice of Completion;" and release all withheld retention after 35 days from the date of recordation.

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

~~8. Parcel Map 19857~~

~~**Recommended Action:**~~

~~It is recommended that the City Council adopt Resolution No. 2017-059 approving Parcel Map No. 19857 to create three parcels from 2.9 gross acres in conjunction with Revised Site Plan Review~~

~~SPRR17-00008 to construct a 1,860 square foot Starbucks coffee shop with a drive thru lane and outdoor seating on 0.8 gross acres within the Neighborhood Commercial (NC) Zone of the Main Street and Freeway Corridor Specific Plan located on the north side of Main Street, 140 feet west of Jellico Avenue (Applicant: Fountainhead Development; APN: 0410-133-50).~~

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

*Item no. 8 was pulled from the Consent Calendar by staff.*

## **PUBLIC HEARING**

### **9. Ordinance to Regulate Cannabis Related Activities**

#### **Recommended Action:**

The Planning Commission recommends that the City Council place on first reading Ordinance No. 2017-15 amending Title 16 of the Hesperia Municipal Code to regulate cannabis related development within the City of Hesperia, as well as expand the eligible area for delivery services. (DCA17-00005)

**Sponsors:** Principal Planner Dave Reno

*The public hearing was opened. The following individuals commented on item 9:*

*Anthony Rhoades*

*Dino Defazio*

*There being no further comment the public hearing was closed.*

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

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

**Nay:** 1 - Bird

### **10. Water and Wastewater Rates**

#### **Recommended Action:**

It is recommended that the Board of Directors for the Hesperia Water District (District) conduct a Proposition 218 Public Hearing related to new maximum rates for water and sewer services provided by the District and, in the absence of a majority vote of opposition, adopt Resolution No. HWD 2017-17 (Attachment 1), approving new maximum rates for water and wastewater services.

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

*The public hearing was opened. The following individuals commented on item no. 10:*

*Al Vogler, Tim Brunns, Cody Leis and Daniel Krist, Maria Rameriz, Virginia Pompa, Mary Wallachy, John (inaudible) protested the proposed water & sewer rate increases.*

*There being no further comment the public hearing was closed.*

**A motion was made by Holland, 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

## **NEW BUSINESS**

### **11. Fiscal Year 2017-18 First Quarter Budget Review**

#### **Recommended Action:**

It is recommended that the Fiscal Year 2017-18 First Quarter Budget Review be received and filed and the related following resolutions, which amend the respective Fiscal Year 2017-18 Budgets for the City of Hesperia, Community Development Commission, Hesperia Fire Protection District, and Hesperia Water District to be approved:

1. City of Hesperia Resolution No. 2017-056
2. Community Development Commission CDC 2017-10
3. Hesperia Fire Protection District HFPD 2017-17
4. Hesperia Water District HWD 2017-20

**Sponsors:** Assistant City Manager/Management Services Brian Johnson and Budget/Finance Manager Casey Brooksher

**A motion was made by Bird, 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 Bird commented on Principal for the Day event, 2034 Program and luncheon, upcoming VVTA meeting, Breast Cancer Awareness fundraiser, prayers for the Mayors health and Council Member Swanson's daughter, and his daughter passed the bar exam.*

*Council Member Holland commented on Larry Chimbole honoree Barstow Mayor Julie Hackbarth, and the Principal for the Day event.*

*Council Member Swanson commented on attendance at Tri-Agency meeting, Veteran's Day memorial and a local business event.*

*Mayor Pro Tem Blewett thanked staff for the cannabis hearing item, and wished the Mayor the best with his health.*

*Mayor Russ commented on teleconference location and updated the Council on his health.*

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

None

## **ADJOURNMENT**

8:40 p.m.

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Melinda Sayre,  
City Clerk

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# City of Hesperia STAFF REPORT



**DATE:** December 5, 2017

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

**FROM:** Nils Bentsen, City Manager

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

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

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## 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 November 4, 2017 through November 17, 2017.

<u>Agency/District</u>	<u>Accounts Payable</u>	<u>Payroll</u>	<u>Wires</u>	<u>Totals</u>
City of Hesperia	\$380,916.56	\$227,821.28	\$308,208.18	\$916,946.02
Successor Agency	0.00	0.00	0.00	0.00
Housing Authority	2,080.70	3,375.81	0.00	5,456.51
Community Development Commission	6,337.82	6,170.48	0.00	12,508.30
Fire	0.00	0.00	0.00	0.00
Water	373,542.03	95,265.53	0.00	468,807.56
<b>Totals</b>	<b>\$762,877.11</b>	<b>\$332,633.10</b>	<b>\$308,208.18</b>	<b>\$1,403,718.39</b>

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

- \$308,208.18 to Glen Oaks Escrow, Inc. for Purchase of 15372 Ranchero Road Property.

## ATTACHMENT(S)

1. Warrant Runs

**City of Hesperia**  
**WARRANT RUNS**  
**11/04/2017 - 11/17/2017**

FUND #	FUND NAME	W/E 11/10/2017	W/E 11/17/2017	WARRANT TOTALS	Wires	YEAR-TO DATE TOTALS *	PRIOR FY YTD DATE TOTALS
<b>Accounts Payable</b>							
100	GENERAL	\$ 76,724.00	\$ 64,648.85	\$ 141,372.85	\$ -	\$ 8,406,311.28	\$ 9,199,836.51
204	MEASURE I - RENEWAL	\$ -	\$ -	\$ -	\$ -	\$ 717,153.39	\$ 1,361,660.13
205	GAS TAX	\$ -	\$ -	\$ -	\$ -	\$ 18,540.11	\$ 26.06
207	LOCAL TRANSPORT-SB 325	\$ -	\$ 485.16	\$ 485.16	\$ -	\$ 22,834.36	\$ 389,170.75
251	CDBG	\$ 2,896.79	\$ 15,558.10	\$ 18,454.89	\$ -	\$ 116,466.39	\$ 725,390.33
254	AB2766 - TRANSIT	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 46,528.00
256	ENVIRONMENTAL PROGRAMS GRANT	\$ 3,718.51	\$ 114.94	\$ 3,833.45	\$ -	\$ 13,990.56	\$ 8,766.44
257	NEIGHBORHOOD STABILIZATION PROG	\$ 549.60	\$ 92.86	\$ 642.46	\$ -	\$ 5,993.58	\$ 15,510.62
260	DISASTER PREPARED GRANT	\$ 114.03	\$ 56.38	\$ 170.41	\$ -	\$ 3,410.23	\$ 3,037.13
263	STREETS MAINTENANCE	\$ 72,519.06	\$ 5,174.26	\$ 77,693.32	\$ -	\$ 867,784.87	\$ 609,058.62
300	DEV. IMPACT FEES - STREET	\$ -	\$ -	\$ -	\$ 308,208.18	\$ 618,319.15	\$ 24,215.17
301	DEV. IMPACT FEES - STORM DRAIN	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 4,465.31
402	WATER RIGHTS ACQUISITION	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ 1,023,886.10	\$ 1,012,324.43
403	2013 REFUNDING LEASE REV BONDS	\$ -	\$ -	\$ -	\$ -	\$ 535,368.63	\$ 517,211.69
504	CITY WIDE STREETS - CIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,617.25
800	EMPLOYEE BENEFITS	\$ 75,539.94	\$ 59,058.37	\$ 134,598.31	\$ -	\$ 2,654,633.83	\$ 2,605,682.62
801	TRUST/AGENCY	\$ (99.50)	\$ 215.21	\$ 115.71	\$ -	\$ 1,552,817.58	\$ 371,330.81
802	AD 91-1 AGENCY	\$ -	\$ -	\$ -	\$ -	\$ 951.50	\$ 278.46
804	TRUST-INTEREST BEARING	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ 22,873.59	\$ 25,728.09
807	CFD 2005-1	\$ -	\$ -	\$ -	\$ -	\$ 784,973.48	\$ 756,864.56
	<b>CITY</b>	\$ 235,512.43	\$ 145,404.13	\$ 380,916.56	\$ 308,208.18	\$ 17,402,308.63	\$ 17,687,702.98
200	HESPERIA FIRE DISTRICT	\$ -	\$ -	\$ -	\$ -	\$ 4,275,355.39	\$ 2,942,860.84
502	FIRE STATION BUILDING	\$ -	\$ -	\$ -	\$ -	\$ 39,964.40	\$ 206.53
	<b>FIRE</b>	\$ -	\$ -	\$ -	\$ -	\$ 4,315,319.79	\$ 2,943,067.37
160	REDEVELOP OBLIG RETIREMENT - PA1	\$ -	\$ -	\$ -	\$ -	\$ 5,254,836.13	\$ 5,207,412.75
161	REDEVELOP OBLIG RETIREMENT - PA2	\$ -	\$ -	\$ -	\$ -	\$ 425,241.63	\$ 397,850.06
162	REDEVELOP OBLIG RETIREMENT-HOUSING	\$ -	\$ -	\$ -	\$ -	\$ 2,461,078.63	\$ 2,426,539.00
173	SUCCESSOR AGENCY ADMINISTRATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,401.62
	<b>SUCCESSOR AGENCY</b>	\$ -	\$ -	\$ -	\$ -	\$ 8,141,156.39	\$ 8,033,203.43
370	HOUSING AUTHORITY	\$ 2,080.70	\$ -	\$ 2,080.70	\$ -	\$ 37,881.63	\$ 3,905,890.01
	<b>HOUSING AUTHORITY</b>	\$ 2,080.70	\$ -	\$ 2,080.70	\$ -	\$ 37,881.63	\$ 3,905,890.01
170	COMMUNITY DEVELOPMENT COMMISSION	\$ 3,806.26	\$ 2,531.56	\$ 6,337.82	\$ -	\$ 166,148.90	\$ 156,889.23
	<b>COMMUNITY DEVELOPMENT COMMISSION</b>	\$ 3,806.26	\$ 2,531.56	\$ 6,337.82	\$ -	\$ 166,148.90	\$ 156,889.23
700	WATER OPERATING	\$ 269,532.76	\$ 88,928.13	\$ 358,460.89	\$ -	\$ 4,507,470.27	\$ 3,228,857.38
701	WATER CAPITAL	\$ -	\$ -	\$ -	\$ -	\$ 95,658.44	\$ 54,643.75
710	SEWER OPERATING	\$ 14,018.99	\$ 1,062.15	\$ 15,081.14	\$ -	\$ 166,127.94	\$ 1,004,176.36
	<b>WATER</b>	\$ 283,551.75	\$ 89,990.28	\$ 373,542.03	\$ -	\$ 4,769,256.65	\$ 4,720,437.49
	<b>ACCOUNTS PAYABLE TOTAL</b>	\$ 524,951.14	\$ 237,925.97	\$ 762,877.11	\$ 308,208.18	\$ 34,832,071.99	\$ 37,447,190.51
<b>REG. PAYROLL</b>							
	City	\$ -	\$ 227,821.28	\$ 227,821.28	\$ -	\$ 2,234,228.46	\$ 1,887,010.97
	Housing Authority	\$ -	\$ 3,375.81	\$ 3,375.81	\$ -	\$ 39,090.63	\$ 37,207.32
	Community Development Commission	\$ -	\$ 6,170.48	\$ 6,170.48	\$ -	\$ 65,343.00	\$ 52,662.65
	Water	\$ -	\$ 95,265.53	\$ 95,265.53	\$ -	\$ 954,130.88	\$ 816,701.01
	<b>PAYROLL TOTAL</b>	\$ -	\$ 332,633.10	\$ 332,633.10	\$ -	\$ 3,292,792.97	\$ 2,793,581.95

\* The year to date totals for this Warrant Report are for the 2017-18 fiscal year starting July 1, 2017.



**DATE:** December 5, 2017

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

**FROM:** Nils Bentsen, City Manager

**BY:** Mark Faherty, Public Works Manager  
Jeremy McDonald, Public Works Supervisor/Water

**SUBJECT:** Warehouse Commodity - Milwaukee Parts

---

### **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 Inland Waterworks Supply, for Milwaukee water products in the amount of \$30,000 with a new not-to-exceed amount of \$80,000.

### **BACKGROUND**

The Hesperia Water District established a Request for Bids under Warehouse Commodity, Milwaukee Parts in 2015. Three (3) material service providers responded, from which Inland Waterworks Supply was deemed to be the lowest responsive/responsible bidder. These products are needed for maintenance and repair of the water system infrastructure through the Milwaukee Parts commodity. Due to commodity amount, this contract requires Board of Director approval.

### **ISSUES/ANALYSIS**

Inland Waterworks Supply has agreed to maintain pricing from Fiscal Year 2016-17 for an additional year. Staff has been satisfied with the vendor's work under the current contract.

### **FISCAL IMPACT**

Based on historical repair trends, staff estimates the new not-to-exceed amount will meet the needs for the next Fiscal Year. Funding has been approved in the adopted Fiscal Year 2017-18 Budget under account 700-29-400-4030-7400 and 700-29-400-4050-7400.

### **ALTERNATIVE(S)**

1. Provide alternative direction to staff.

### **ATTACHMENT(S)**

None

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**DATE:** December 5, 2017  
**TO:** Mayor and Council Members  
**FROM:** Nils Bentsen, City Manager  
**BY:** Michael Blay, Director of Development Services  
Jamie Carone, Administrative Analyst  
**SUBJECT:** Parcel Map No. 19857

---

## RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 2017-059 approving Parcel Map No. 19857 to create three parcels from 2.9 gross acres in conjunction with Revised Site Plan Review SPRR17-00008 to construct a 1,860 square foot Starbucks coffee shop with a drive thru lane and outdoor seating on 0.8 gross acres within the Neighborhood Commercial (NC) Zone of the Main Street and Freeway Corridor Specific Plan located on the north side of Main Street, 140 feet west of Jellico Avenue (Applicant: Fountainhead Development; APN: 0410-133-50).

## BACKGROUND

On September 20, 2017, the Development Review Committee approved Tentative Parcel Map No. 19857 to create three parcels from 2.9 gross acres in conjunction with Revised Site Plan Review SPRR17-00008 to construct a 1,860 square foot Starbucks coffee shop with a drive thru lane and outdoor seating on 0.8 gross acres within the Neighborhood Commercial (NC) Zone of the Main Street and Freeway Corridor Specific Plan located on the north side of Main Street, 140 feet west of Jellico Avenue (APN: 0410-133-50).

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

## ISSUES/ANALYSIS

There are no issues identified with this item.

## FISCAL IMPACT

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

## ALTERNATIVE(S)

1. Provide alternative direction to staff.

## ATTACHMENT(S)

1. Resolution No. 2017-059
2. Parcel Map No. 19857

**RESOLUTION NO. 2017-059**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, APPROVING PARCEL MAP NO. 19857 TO CREATE THREE PARCELS FROM 2.9 GROSS ACRES IN CONJUNCTION WITH REVISED SITE PLAN REVIEW SPRR17-00008 TO CONSTRUCT A 1,860 SQUARE FOOT STARBUCKS COFFEE SHOP WITH A DRIVE THRU LAND AND OUTDOOR SEATING ON 0.8 GROSS ACRES WITHIN NEIGHBORHOOD COMMERCIAL (NC) ZONE OF THE MAIN STREET AND FREEWAY CORRIDOR SPECIFIC PLAN LOCATED ON THE NORTH SIDE OF MAIN STREET AND FREEWAY CORRIDOR SPECIFIC PLAN LOCATED ON THE NORTH SIDE OF MAIN STREET, 140 FEET WEST OF JELICO AVENUE (APPLICANT: FOUNTAINHEAD DEVELOPMENT; APN: 0410-133-50).**

**WHEREAS**, On September 20, 2017, the Development Review Committee approved Tentative Parcel Map No. 19857 to create three parcels from 2.9 gross acres in conjunction with Revised Site Plan Review SPRR17-00008 to construct a 1,860 square foot Starbucks coffee shop with a drive thru lane and outdoor seating on 0.8 gross acres within the Neighborhood Commercial (NC) Zone of the Main Street and Freeway Corridor Specific Plan located on the north side of Main Street, 140 feet west of Jellico Avenue (APN: 0410-133-50)

**WHEREAS**, Parcel Map No. 19857 is to create three parcels from 2.9 gross acres in conjunction with Revised Site Plan Review SPRR17-00008 to construct a 1,860 square foot Starbucks coffee shop with a drive thru lane and outdoor seating on 0.8 gross acres within the Neighborhood Commercial (NC) Zone of the Main Street and Freeway Corridor Specific Plan located on the north side of Main Street, 140 feet west of Jellico Avenue; and

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

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

Section 1. Parcel Map No. 19857 is hereby approved and the City Clerk is authorized to present same to the County Recorder to be filed for record.

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

**ADOPTED AND APPROVED** this 5th day of December, 2017.

---

Paul Russ  
Mayor

ATTEST:

---

Melinda Sayre  
City Clerk



PARCEL MAP NO. 19857

SHEET 1 OF 5 SHEETS

IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,  
BEING A SUBDIVISION OF A PORTION OF LOT B, BLOCK 156 PER MAP FILED IN BOOK 12 PAGES 21 THROUGH 27, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

C & V CONSULTING, INC. EDWARD L. REYNOLDS L.S. 7725

FEBRUARY 2017

OWNER'S STATEMENT

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

WE ALSO HEREBY DEDICATE TO THE CITY OF HESPERIA EASEMENTS FOR UTILITY, EMERGENCY VEHICLE AND PUBLIC SERVICES INGRESS AND EGRESS PURPOSES AS SHOWN ON SAID MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF HESPERIA EASEMENTS FOR PUBLIC UTILITY PURPOSES AS SHOWN ON SAID MAP.

THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF HESPERIA.

O'REILLY AUTO ENTERPRISES LLC – A DELAWARE LIMITED LIABILITY COMPANY

BY: BY:

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA )  
 )SS  
COUNTY OF )

ON THIS DAY OF , 2017, BEFORE ME,

A NOTARY PUBLIC, PERSONALLY APPEARED

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

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

WITNESS MY HAND:

SIGNATURE  
NOTARY PUBLIC IN AND FOR SAID STATE  
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS  
IN COUNTY  
MY COMMISSION NO.  
MY COMMISSION EXPIRES

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED. THEIR INTEREST BEING SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE.

DENNIS H. SULLIVAN HOLDER OF AN EASEMENT FOR ALL WATER IN AND UNDER SAID LAND AND ALL WATER RIGHTS AND INCIDENTAL PURPOSES, RECORDED MAY 28, 1958 IN BOOK 4519, PAGE 303 OF OFFICIAL RECORDS.  
THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

HESPERIA WATER DISTRICT HOLDER OF AN AN EASEMENT TO CONSTRUCT, INSTALL, REPLACE, REMOVE, REPAIR, ALTER, OPERATE, MAINTAIN, INSPECT AND USE, A PIPELINE OR PIPELINES FOR PUBLIC PURPOSES, AND FOR INGRESS AND EGRESS IN CONNECTION WITH THE EXERCISE OF ANY OF THE FOREGOING RIGHTS AND INCIDENTAL PURPOSES, RECORDED DECEMBER 15, 1982 AS INSTRUMENT NO. 82-250048 OF OFFICIAL RECORDS.

THE CITY OF HESPERIA HOLDER OF AN EASEMENT FOR FUTURE HIGHWAY, ROADS, AND PUBLIC UTILITY PURPOSES AND INCIDENTAL PURPOSES, RECORDED JANUARY 24, 2014 AS INSTRUMENT NO. 2014-0034342 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FOUNTAINHEAD HOMES, LLC., ON MAY 22, 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MAY 22, 2019, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

E.L. Reynolds  
EDWARD L. REYNOLDS  
L.S. 7725

11/14/17  
DATE



CITY ENGINEER'S STATEMENT

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

MICHAEL P. THORNTON  
RCE44226 EXPIRES 6/30/19  
PLS6867 EXPIRES 9/30/18

DATE



CITY COUNCIL'S ACCEPTANCE CERTIFICATE

THE UNDERSIGNED OFFICER ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY TITLE 17 OF THE MUNICIPAL CODE OF THE CITY OF HESPERIA CODE, HEREBY APPROVES THE ANNEXED MAP AND AND ACCEPTS THE EASEMENTS FOR UTILITY, EMERGENCY VEHICLE AND PUBLIC SERVICES INGRESS AND EGRESS PURPOSES AND PUBLIC UTILITY PURPOSES ALL AS SHOWN HEREON.

MELINDA SAYRE, CITY CLERK  
OF THE CITY OF HESPERIA

DATE

SOILS REPORT

PURSUANT TO THE PROVISIONS OF SECTION 66490 OF THE SUBDIVISION MAP ACT, A SOILS REPORT COVERING THE AREA WITHIN THE SUBDIVISION WAS PREPARED BY EEI GEOTECHNICAL & ENVIRONMENTAL ENGINEERING SOLUTIONS, DATE: JULY 14, 2016 . A COPY OF SAID REPORT IS ON FILE WITH THE CITY OF HESPERIA DEPARTMENT OF BUILDING AND SAFETY.

BOARD OF SUPERVISOR'S CERTIFICATE:

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

DATED:

LAURA H. WELCH, CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO

BY: DEPUTY

COUNTY AUDITOR'S CERTIFICATE:

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

DATED:

OSCAR VALDEZ, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
COUNTY SAN BERNARDINO CALIFORNIA

BY: DEPUTY

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE:

THIS MAP HAS BEEN FILED UNDER DOCUMENT NO. 2017-

THIS DAY OF , 2017 AT .M.

IN BOOK OF PARCEL MAPS AT PAGES

AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY

IN THE AMOUNT OF \$

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

BY: DEPUTY RECORDER



PARCEL MAP NO. 19857

SHEET 2 OF 5 SHEETS

IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,  
BEING A SUBDIVISION OF A PORTION OF LOT B, BLOCK 156 PER MAP FILED IN BOOK 12 PAGES 21 THROUGH 27, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

C & V CONSULTING, INC. EDWARD L. REYNOLDS L.S. 7725

FEBRUARY 2017

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE  $\angle$  MAIN STREET BEING NORTH 80°59'07" WEST PER R2.

MONUMENT NOTES:

- ① FD. PK NAIL & WASHER STAMPED "LS 5803" @ THE  $\angle$  INT. OF E AVENUE & MAIN STREET PER C.R. # 95-0987.
- ② FD. PK NAIL & WASHER STAMPED "LS 5803" @ THE  $\angle$  INT. OF JELICO AVENUE & MAIN STREET PER C.R. # 95-0987.
- ③ FD. PK NAIL & WASHER STAMPED "LS 5803" @ THE  $\angle$  INT. OF G AVENUE & MAIN STREET PER C.R. # 95-0987.
- ④ FD. PK NAIL & WASHER STAMPED "LS 5803" @ THE  $\angle$  INT. OF I AVENUE & MAIN STREET PER C.R. # 171-102.
- ⑤ FD. 1-1/2" IP WITH NAIL & TAG, ILLEG., NO REF. @ THE  $\angle$  INT. OF I AVENUE & SMOKE TREE STREET, FLUSH.
- ⑥ FD. 1" IP, OPEN, AS SHOWN ON R3 @ THE  $\angle$  INT. OF E AVENUE & SMOKE TREE STREET, DN. 0.8'
- FD. MONUMENT AS NOTED.
- 2" IP TAGGED "LS 7725", FLUSH; OR 8" S & W STAMPED "LS 7725" IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, FLUSH; OR LEAD, TACK AND TAG "LS 7725" OR NAIL AND TAG "LS 7725" TO BE SET AT ALL TRACT BOUNDARY CORNERS UNLESS OTHERWISE INDICATED.

INDICATES 1" IP TAGGED "LS 7725", FLUSH; OR 8" S & W STAMPED "LS 7725" IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, FLUSH; OR LEAD, TACK AND TAG "LS 7725" OR NAIL AND TAG "LS 7725" TO BE SET AT ALL STREET CENTERLINE POINTS OF CONTROL UNLESS OTHERWISE INDICATED.

REFERENCE MAPS

[ ] INDICATES RECORD DATA PRE R1 UNLESS NOTED OTHERWISE.

- R1 INDICATES MAP FILED IN MB 12/21-27.
- R2 INDICATES PM NO. 6806, PMB 70/60-61.
- R3 INDICATES C.R. # 15-0424.
- R4 INDICATES PM NO. 1083, PMB 9/17.
- R5 INDICATES INST. NO. 2014-0092883 O.R.

ABBREVIATIONS

C.R.	CORNER RECORD
EST.	ESTABLISHED
FD.	FOUND
INT.	INTERSECTION
SFN	SEARCHED FOUND NOTHING

EXISTING EASEMENTS:

- ① AN EASEMENT IN FAVOR OF THE HESPERIA WATER DISTRICT TO CONSTRUCT, INSTALL, REPLACE, REMOVE, REPAIR, ALTER, OPERATE, MAINTAIN, INSPECT AND USE, A PIPELINE OR PIPELINES FOR PUBLIC PURPOSES, AND FOR INGRESS AND EGRESS IN CONNECTION WITH THE EXERCISE OF ANY OF THE FOREGOING RIGHTS AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED DECEMBER 15, 1982 AS INSTRUMENT NO. 82-250048 OF OFFICIAL RECORDS.
- ② AN IRREVOCABLE OFFER OF DEDICATION IN FAVOR OF THE CITY OF HESPERIA FOR FUTURE HIGHWAY, ROADS, AND PUBLIC UTILITY PURPOSES AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED JANUARY 24, 2014 AS INSTRUMENT NO. 2014-0034342 OF OFFICIAL RECORDS.

PROPOSED EASEMENTS:

- B INDICATES EASEMENTS FOR UTILITY, EMERGENCY VEHICLE AND PUBLIC SERVICES INGRESS AND EGRESS PURPOSES DEDICATED TO THE CITY OF HESPERIA HEREON.
- C INDICATES EASEMENTS FOR PUBLIC UTILITY PURPOSES DEDICATED TO THE CITY OF HESPERIA HEREON.

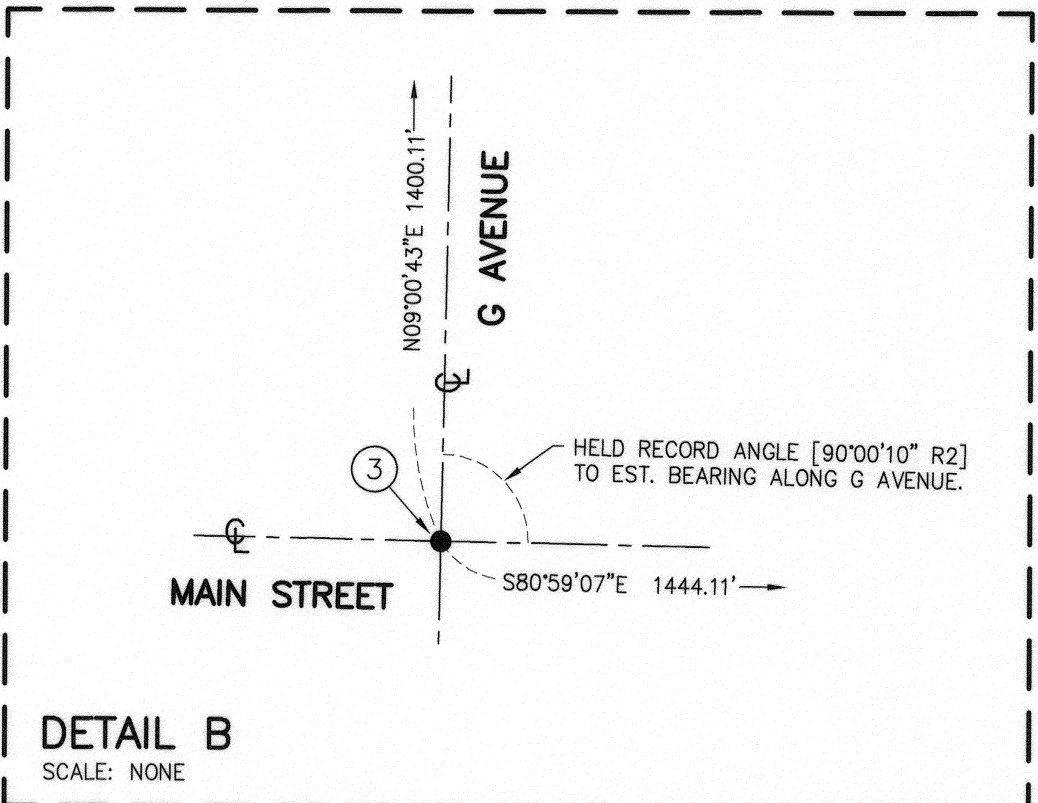
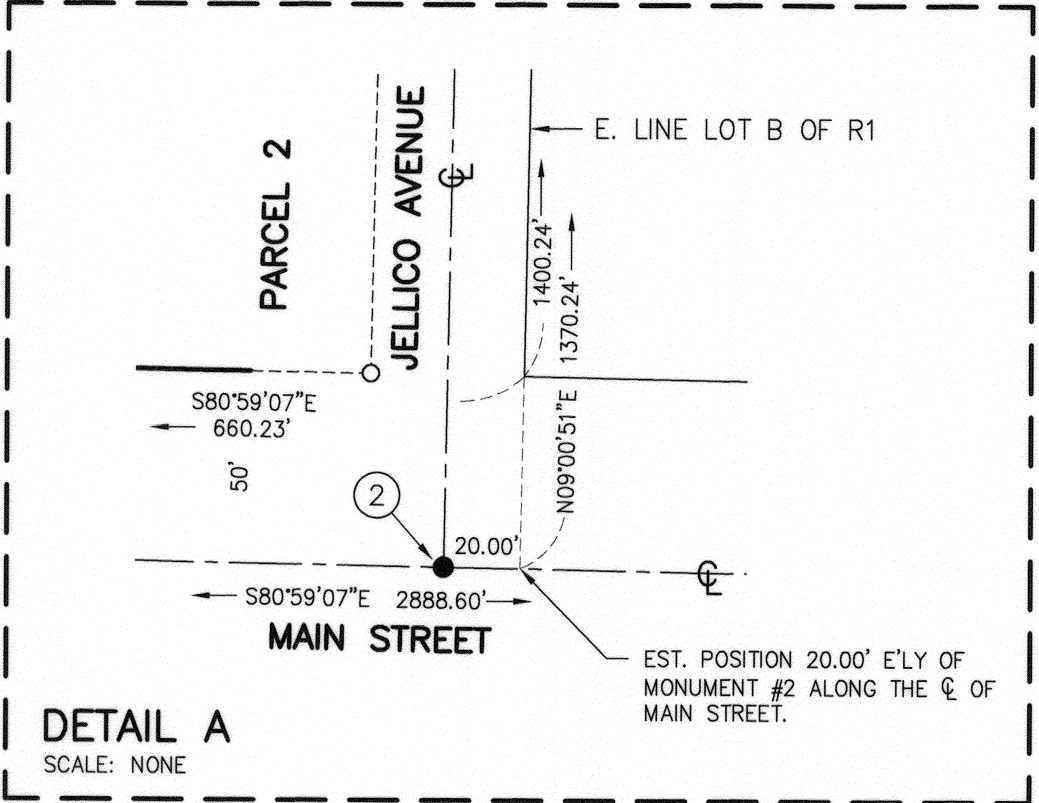
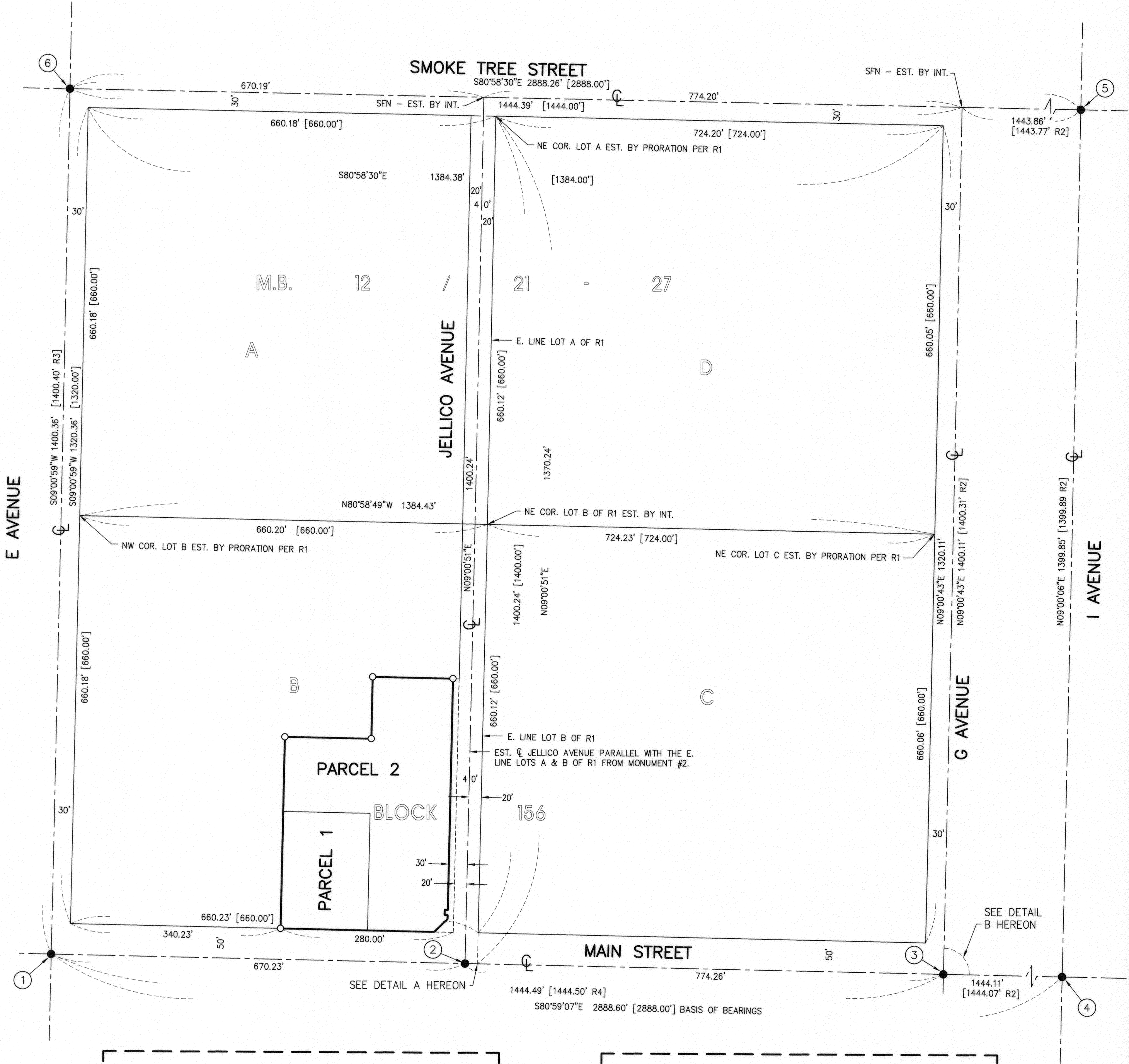


# PARCEL MAP NO. 19857

IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,  
BEING A SUBDIVISION OF A PORTION OF LOT B, BLOCK 156 PER MAP FILED IN BOOK 12 PAGES 21 THROUGH 27, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

C & V CONSULTING, INC. EDWARD L. REYNOLDS L.S. 7725

FEBRUARY 2017



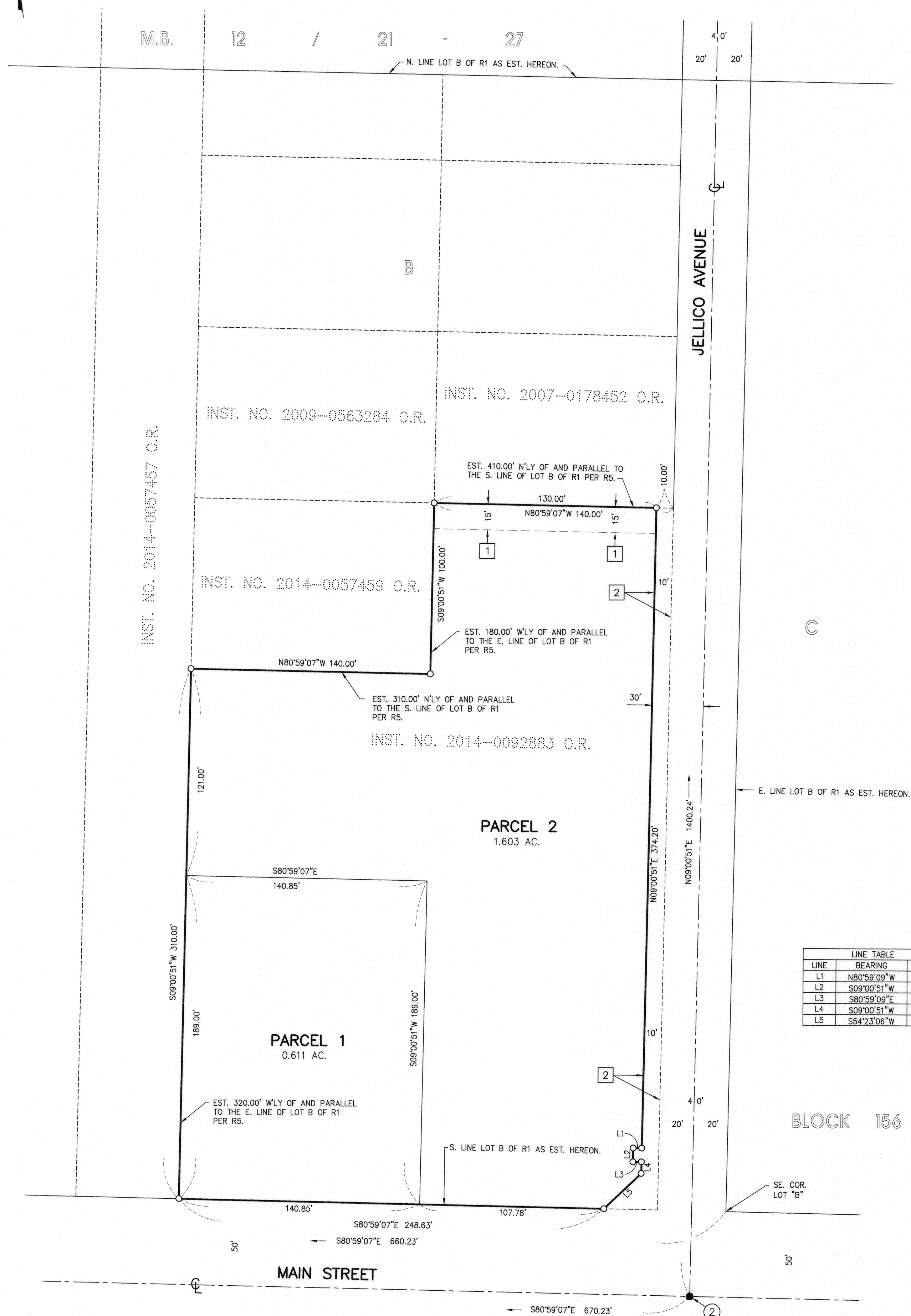




SHEET 4 OF 5 SHEETS

BEING A SUBDIVISION OF A PORTION OF LOT B, BLOCK 156 PER MAP FILED IN BOOK 12 PAGES 21 THROUGH 27, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FEBRUARY 2017



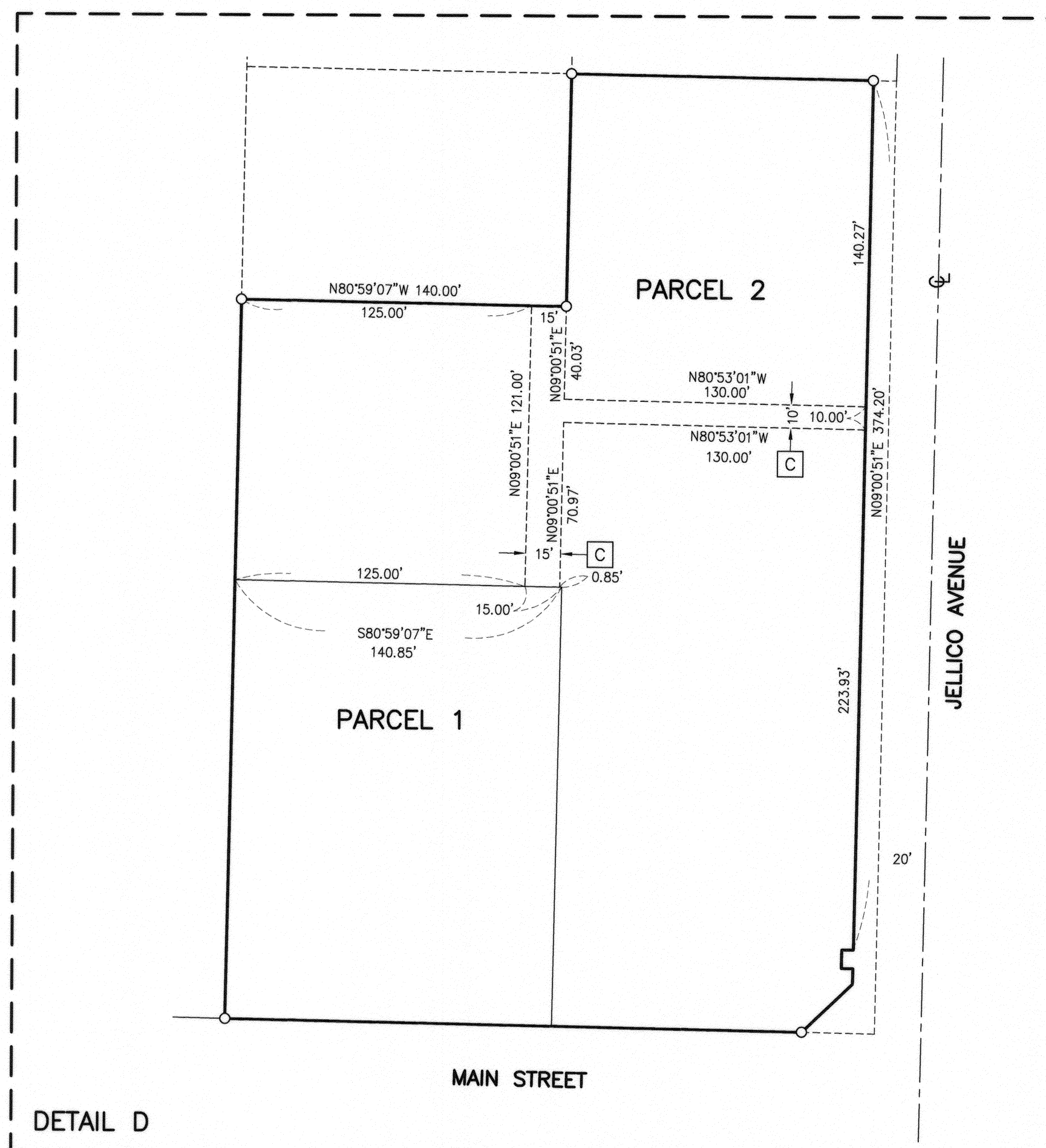
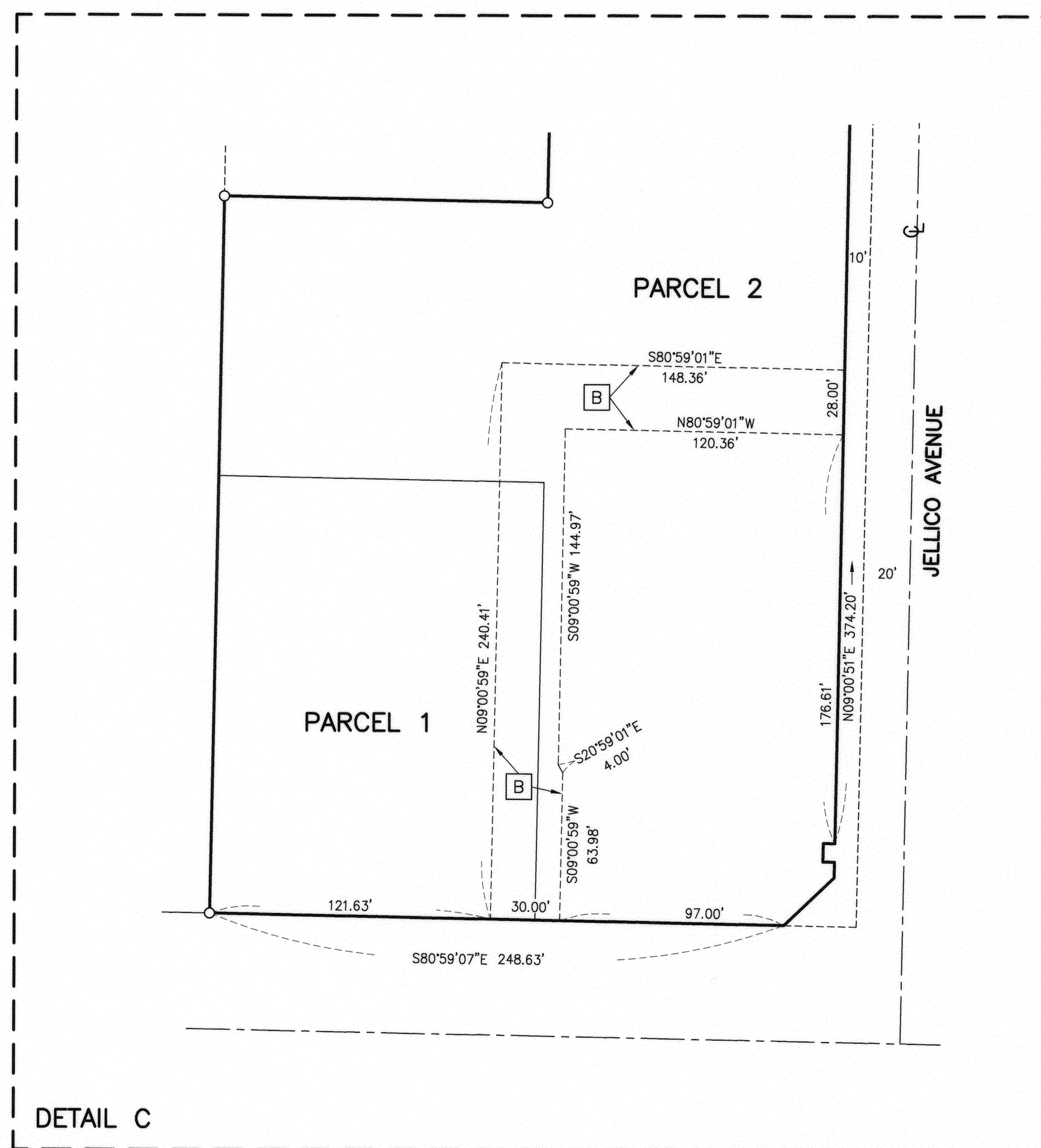




SHEET 5 OF 5 SHEETS

BEING A SUBDIVISION OF A PORTION OF LOT B, BLOCK 156 PER MAP FILED IN BOOK 12 PAGES 21 THROUGH 27, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FEBRUARY 2017



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# CITY OF HESPERIA STAFF REPORT



**DATE:** December 05, 2017

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

**FROM:** Nils Bentsen, City Manager

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

**SUBJECT:** Memorandum of Understanding between the City of Hesperia and the Teamsters Local 1932 for the Period of January 1, 2017 through January 31, 2018

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## **RECOMMENDED ACTION**

It is recommended that the City Council adopt Resolution No. 2017-024 and the Board of Directors of the Hesperia Water District adopt Resolution HWD 2017-11, approving the Memorandum of Understanding with the Teamsters Local 1932 (Teamsters Union).

## **BACKGROUND**

The current Memorandum of Understanding (MOU) between the City of Hesperia and the Teamsters Union is effective from January 1, 2016 through December 31, 2016 and shall remain in effect until a successor MOU is renegotiated or until such time that other provisions are concluded.

On July 27, 2016 the City and the Teamsters Union began the meet and confer process in order to negotiate a successor MOU. During early November 2017, the City and the Teamsters Union reached a tentative agreement on a successor MOU to cover a thirteen (13) month period beginning January 1, 2017 through January 31, 2018.

## **ISSUES/ANALYSIS**

The changes to the Memorandum of Understanding agreed to by the City and the Teamsters Union are summarized as follows:

### Article 10: Salary Ranges

For the first full pay period of Fiscal Year 2017-18, all salary ranges will reflect a 1.8% increase to the base salary, which is the Cost of Living Adjustment (COLA) based on the Consumer Price Index (CPI) – All Urban Consumers (Area: Los Angeles-Riverside-Orange County) measured by the annualized CPI from February 2016 to February 2017.

### Article 15: Tuition Reimbursement/Certification

Beginning Fiscal Year 2017-18, the City shall provide all Teamsters Union represented employees a maximum of \$2,200 reimbursement per fiscal year per employee under the existing Tuition Reimbursement Policy.

Article 18: Health Insurance

To allow the City and Water District to comply with potential changes to the Affordable Care Act (ACA), a reopener clause was added to the MOU that will allow for the meet and confer process on mandated legislation.

The MOU no longer names the California Public Employees' Retirement System (CalPERS) as the health insurance provider.

Effective June 1, 2017 for the July 2017 insurance premiums, the City shall pay up to \$928 per month, the employee shall be responsible for paying the difference, or the amount greater than \$928, through payroll deduction.

Article 21: Life Insurance

Effective June 1, 2017 for the July 2017 premiums, the City will pay life insurance premiums for \$30,000 life insurance coverage.

Article 49: Duration, Implementation and Re-openers

The term of the Teamsters Union MOU shall be for the duration of January 01, 2017 through January 31, 2018.

Other Changes

Employees now must have forty (40) hours of sick leave accrued, prior to being allowed to use eighteen (18) hours of sick leave as personal time.

Effective FY 2017-18, the monetary value of uniform rentals reported to CalPERS is now \$7.30. Additionally, the boot reimbursement is increased from \$200 to \$250.

The smoking policy now includes all tobacco products, including e-cigarettes, vapors exhalants, etc. Additionally, such use is prohibited 20 feet from all City buildings, equipment, etc.

Other minor cleanup language to the MOU as agreed upon during the labor negotiations.

**FISCAL IMPACT**

The total projected cost of implementing the Teamsters Union MOU changes is \$140,479 and the annualized net on-going costs are summarized as follows:

<b>Teamsters Local 1932 Summary</b>	<b>Net Annual Cost</b>
General Fund	\$ 28,238
Streets Maintenance	28,078
Economic Development	0
Total Water & Sewer	<u>84,163</u>
<b>Total City Cost</b>	<b>\$140,479</b>

### **ALTERNATIVE(S)**

Provide alternative direction to staff.

### **ATTACHMENT(S)**

1. Memorandum of Understanding
2. Resolution No. 2017-024
3. Resolution No. HWD 2017-11

**ATTACHMENT 1**

**EXHIBIT A**

**To Resolutions:**

**Resolution No. 2017-024 and HWD 2017-11**

**MEMORANDUM OF UNDERSTANDING**

**Made and Entered Into Between**

**The City of Hesperia**

**and the**

**Teamsters Local 1932**

**Effective January 1, 2017 through January 31, 2018**

**TABLE OF CONTENTS**

**PAGE**

Foreword .....	4
Preamble .....	4
Article 1 Recognition.....	4
Article 2 Implementation.....	4
Article 3 City Rights.....	5
Article 4 No Strike/No Lockout.....	6
Article 5 Employee Rights.....	6
Article 6 Teamsters Local 1932 Rights.....	6
Article 7 Non-Discrimination Clause.....	8
Article 8 Teamsters Local 1932 Membership.....	8
Article 9 Other Deductions.....	10
Article 10 Salary Ranges.....	10
Article 11 Overtime.....	13
Article 12 Promotions and Probationary Period.....	15
Article 13 Classifications.....	15
Article 14 Working Out of Classification.....	16
Article 15 Tuition Reimbursement/Certification.....	16
Article 16 Holidays.....	19
Article 17 Vacation/Vacation Buy Back.....	20
Article 18 Health Insurance.....	21
Article 19 Dental Insurance.....	23
Article 20 Optical Insurance.....	23
Article 21 Life Insurance.....	23
Article 22 IRS 125 Plan.....	23
Article 23 Sick Leave/Sick Leave Notification.....	23
Article 24 CalPERS Retirement Plan.....	24
Article 25 Short Term/Long Term Disability.....	25
Article 26 Workers' Compensation.....	25
Article 27 Jury Duty.....	25
Article 28 Leave Without Pay.....	25
Article 29 Benefit Amendment Clause.....	25

<b><u>TABLE OF CONTENTS</u></b>	<b><u>PAGE</u></b>
Article 30 Bereavement Leave.....	25
Article 31 Personnel Files.....	26
Article 32 Outside Employment.....	26
Article 33 Uniforms and Boot Reimbursement.....	26
Article 34 Bilingual Pay .....	27
Article 35 Rest Periods .....	27
Article 36 Late Starts.....	28
Article 37 Catastrophic Leave.....	28
Article 38 Disciplinary Appeals .....	28
Article 39 Alternative Work Schedule and Adjusted Workweeks.....	32
Article 40 Layoffs.....	33
Article 41 Smoking.....	34
Article 42 Employee Assistance Program.....	35
Article 43 Prevailing Benefits.....	35
Article 44 Employer/Employee Relations.....	35
Article 45 Provisions of Law.....	35
Article 46 Sole and Entire Memorandum of Understanding.....	35
Article 47 Emergency Waiver.....	35
Article 48 Waiver.....	36
Article 49 Duration and Implementation.....	36
Approvals City, Teamsters Local 1932, City Council.....	37

## **Foreword**

This Memorandum of Understanding is made and entered into between designated management representatives of the City of Hesperia (hereinafter referred to as the "CITY"), and the designated representatives of the Teamsters Local 1932 (hereinafter referred to as "Teamsters Union").

## **Preamble**

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") to promote and provide for harmonious relations, cooperation, and understanding between the City Management representatives and the general employees covered under this MOU, to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment of the employees covered under this MOU.

## **Article 1: Recognition**

The City of Hesperia recognizes Teamsters Union as the exclusive majority representative for all classifications in this unit, as set forth below:

Account Clerk	Receptionist
Animal Control Officer	Registered Veterinary Technician
Animal Care Technician	Senior Account Clerk
Building Inspector	Senior Animal Control Officer
Code Enforcement Officer	Senior Customer Service Representative
Community Development Technician	Senior Maintenance Worker
Custodian	Senior Custodian
Customer Service Representative	Senior Maintenance Worker/Water
Engineering Aide	Senior Pump Maintenance Worker
Engineering Technician	Senior Pump Operator
Equipment Operator	Senior Warehouse Technician
Equipment Operator/Water	Utility Line Locator
Maintenance Worker	Warehouse Technician
Maintenance Worker/Water	Water Conservation Specialist
Meter Reader	Water Quality Technician
Pump Maintenance Worker	Water Resources Specialist
Pump Operator	

## **Article 2: Implementation**

This MOU constitutes a recommendation to be submitted to the City Council and the membership of Teamsters Union. It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until the City Council acts, by majority vote, formally to approve and adopt said MOU and the membership of Teamsters Union approves the MOU.



### **Article 3: City Rights**

The City reserves, retains and is vested with, solely and exclusively, all rights of management which are not expressly abridged by law to manage the City. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. The sole and exclusive rights of management shall include, but not be limited to, the following:

- (a) To manage the City generally and to determine all issues of policy;
- (b) To determine the existence or nonexistence of facts which are the basis of management decisions;
- (c) To determine the necessity of organization of any service or activity conducted by the City and expand or diminish such services;
- (d) To determine the nature, manner, means and technology and extent of services to be provided to the public;
- (e) To determine methods of financing;
- (f) To select types of equipment or technology to be used;
- (g) To determine and/or change the facility, methods, technological means, and size of the workforce by which City operations are to be conducted;
- (h) To determine and change the number of locations, relocation and type of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City;
- (i) To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice and in accordance with City Personnel Rules and the memoranda of understanding;
- (j) To relieve employees from duties for lack of work, funds, or similar non-disciplinary reasons;
- (k) To determine and modify productivity and performance programs and standards;
- (l) To discharge, suspend, demote or otherwise discipline employees for proper cause;
- (m) To determine job classifications and to reclassify employees in accordance with City Personnel Rules and applicable resolutions and ordinances of the City;
- (n) To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with City Personnel Rules and applicable ordinances and resolutions of the City;
- (o) To determine and administer policies, procedures and standards for selection, training and promotion of employees in accordance with City Personnel Rules and applicable resolutions and ordinances of the City;
- (p) To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;
- (q) To take any and all necessary action to carry out the functions of the City in emergencies.



**Article 4: No Strike/No lockout**

- Section 1. Teamsters Union, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sick-out or any other job action by withholding or refusing to perform services.
- Section 2. The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.
- Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.
- Section 4. In the event that any one or more officers, agents, representatives, or members of Teamsters Union engage in any of the conduct prohibited in Section 1 above, Teamsters Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

**Article 5: Employee Rights**

- A. Employees of the City shall have the right to form, join and participate in the activities of Teamsters Union for the purpose of representation on all matters of Employer-Employee Relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations, but will be required to pay a service fee, or hold conscientious objection status, pursuant to Article 8 herein, if they do not become Teamsters Union members.
- B. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City, Teamsters Union, or other employee organization(s) because of the exercise of his/her rights under this Article.
- C. The City shall afford employees the procedural due process safeguards as set out in the Personnel Rules and Regulations and this MOU. An employee shall have right of Teamsters Union representation when the employee reasonably anticipates that such a meeting is for the purpose of disciplining the employee or is to obtain facts to support disciplinary action.

**Article 6: Teamsters Local 1932 Rights**

- A. The City recognizes the rights of Teamsters Union to govern its internal affairs.
- B. The City agrees to include a Teamsters Union "Information Packet" in the orientation packet for newly hired employees in positions represented by Teamsters Union. The City and Teamsters Union agree that the purpose of the "Information Packet" is to familiarize new employees with the operations and benefits of Teamsters Union. All costs associated with preparing the "Information Packet" shall be borne by Teamsters Union. Teamsters Union agrees to indemnify and hold the City harmless for any disputes between employees represented by Teamsters Union and Teamsters Union arising out of information contained in the "Information Packet." Prior to distribution, the "Information Packet" must be approved by the City.

**Article 6: Association Rights (Continued)**

C. The City will furnish a reasonable portion of existing bulletin board space or allow Teamsters Union to install a bulletin board for notices of Teamsters Union. Only areas designated by the appointing authority may be used for posting of notices. Posted notices shall not be obscene, defamatory, or of a political nature nor shall they pertain to public issues which do not involve the City or its relations with City employees. All notices to be posted must be dated and signed by an authorized representative of Teamsters Union, with a copy to be submitted to the City Manager. City equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by City employees during their regular work time.

D. The City agrees to provide Teamsters Union with a quarterly listing of names, departments, classifications, and addresses of employees in classifications represented by Teamsters Union. Names, departments, classifications, and addresses provided will reflect the most current data on file with the Management Services Department, Human Resources/Risk Management Division, as of the date the list is prepared. These quarterly listings will identify new hires separately.

Within one week of starting work, the Human Resources/Risk Management Division will notify a Teamsters Union designated representative at City Hall of the name, job title, and department of each new hire. This will allow a Teamsters Union representative to contact the new employee and offer to meet with them during a break, lunchtime, before or after work, to answer any questions the new employee may have about Teamsters Union membership and benefits.

E. The parties recognize and agree that in order to maintain good employee relations, it is necessary for representatives of Teamsters Union to confer with City employees during working hours. Teamsters Union shall provide and maintain with the City a current list of the names of all authorized representatives of the Teamsters Union. An authorized representative shall not enter any work location without the consent of the Department Head or his/her designee or the City Manager or his/her designee. The Department Head or his/her designee shall have the right to make arrangements for a contact location removed from the work area of the employee. Management shall not unreasonably deny access.

F. Teamsters Union will be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission to use City facilities must be obtained by Teamsters Union from the appropriate appointing authority. Teamsters Union shall be held fully responsible for any damages to and the security of any City facilities that are used by Teamsters Union. No City vehicles, equipment, time or supplies may be used in connection with any activity of Teamsters Union, except as may be otherwise provided in this Agreement.

G. The City agrees to allow City time for Teamsters Union employee representative meetings, if they do not disrupt City operations. The employee representative meetings will be every other month for one hour around lunchtime, so travel time is minimized. There are approximately seven employee representatives related to City Department/Divisions. Supervisors must be informed at least three days before the meetings, and if City operations will be disrupted, the employee representative meeting needs to be rescheduled.

**Article 7: Non-Discrimination Clause**

No person shall in any way be favored or discriminated against, by either the City or Teamsters Union to the extent prohibited by law because of political opinion or affiliation, race, color, religion, sex, sexual orientation, marital status, age, national origin, veteran status, medical condition, or physical or mental disability or other protected classifications. This affects decisions including, but not limited to, an employee's compensation, benefits, terms and conditions of employment, opportunities for promotion, training and development, transfer and other privileges of employment.

The City is committed to providing ongoing training to all employees on the subjects of equal employment, non-discrimination and cultural awareness.

**Article 8: Teamsters Union Membership**

All employees who are in a job classification within the Teamsters Union representation unit covered by this MOU shall be members of Teamsters Union or pay a service fee. All employees covered by this MOU who are hired after this MOU is approved by the City Council shall, within thirty (30) working days, become members of Teamsters Union or pay a service fee.

Each fiscal year, Teamsters Union shall inform the City in writing of the membership dues per month and the service fee per month (prorated from the date an employee is hired). Employees may authorize the deduction of the dues or service fee from payroll, or may pay the amounts directly to Teamsters Union. The requirement to pay dues or a service fee shall not apply to employees not represented by Teamsters Union.

Dues withheld by the City shall be transmitted to the Teamsters Union Officer designated in writing by Teamsters Union as the person authorized to receive such funds, at the address specified.

The parties agree that the obligations herein are a condition of continued employment for employees in positions represented by Teamsters Union ("unit members."). The parties further agree that the failure of any unit member covered by the Article to remain a member in good standing of Teamsters Union or to pay the service fee during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

The City shall not be obligated to put into effect any new, changed or discontinued deduction until a Teamsters Union membership card is submitted to the Management Services Department in sufficient time to permit normal processing of the change or deduction.

No unit member shall be required to join Teamsters Union or to make a service fee payment if the unit member is an actual, verified member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances with Teamsters Union by filing a letter from the local head of the religion, body or sect. Such employees must, instead, arrange with Teamsters Union to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee from the United Way, the American Cancer Society, and the March of Dimes. Teamsters Union shall be responsible for determinations under this paragraph.

Teamsters Union shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues, which are applicable to public sector labor organizations.



**Article 8: Teamsters Union Membership (Continued)**

Whenever a unit member in paid status shall be delinquent in the payment of dues or fees, Teamsters Union shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the City's management services department. In the event the unit member remains delinquent for a period of sixty (60) days, Teamsters Union shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable City Personnel Rules and are specifically excluded from the Grievance Procedure.

The City shall not deduct monies specifically earmarked for a Political Action Committee or other political activities.

Teamsters Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and, upon request, to the employees who are members of Teamsters Union within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the unit pursuant to Government Code Section 3502.5(b). Teamsters Union hereby agrees to defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability, or cause of action of any nature whatsoever arising out of the operation of this Article.

Teamsters Union's indemnity and liability obligation is more fully set forth as follows:

Teamsters Union shall defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding or claim, Teamsters Union shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit, or judgment made or brought against the City or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried, or appealed. Any such decision on the part of Teamsters Union shall not diminish Teamsters Union's defense and/or indemnification obligations under this Agreement.

The City, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Teamsters Union of such action, provide Teamsters Union with all information, documents and assistance necessary for Teamsters Union defense or settlement of such action, and fully cooperate with Teamsters Union in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Teamsters Union.

Teamsters Union, upon its compromise or settlement of such action or matter, shall immediately pay the parties to such action all sums due under such settlement or compromise. Teamsters Union, upon final order and judgment of a court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

The provisions of this Article relating to agency shop shall become null and void during the period of any violation by Teamsters Union of the no-strike provisions of this MOU found in Article 4.

**Article 9: Other Deductions**

Insurance premiums sponsored by Teamsters Union shall be withheld by the City and shall be transmitted to the Teamsters Union Officer designated in writing by Teamsters Union as the person authorized to receive such funds, at the address specified on a monthly basis.

The City shall not be obligated to put into effect any new, changed or discontinued insurance premium deduction until a payroll deduction card is submitted to the Management Services Department in sufficient time to permit normal processing of the change or deduction.

Teamsters Union agrees to hold the City harmless and indemnify the City against any claims, causes of actions or lawsuits arising out of the deductions or transmittal of such funds to Teamsters Union, except the intentional failure of the City to transmit to Teamsters Union monies deducted from the employees pursuant to this article.

**Article 10: Salary Ranges**

- A. Effective the first full pay period after July 1, 2010, all step increases will be frozen. (July 1, 2010 through June 30, 2016).
- B. Effective with the first full pay period following City Council approval of this MOU, the classification of Equipment Operator/Water will be incorporated onto the salary range table in a similar manner as the classifications of Maintenance Worker/Water and Senior Maintenance Worker/Water based on the requirement that the certifications are possessed. The hourly rate for the Equipment Operator/Water shall be increased by 2.5%.
- C. Effective July 1, 2016, the salary step schedule will be unfrozen. All employees (other than those on Step E) are eligible to advance one step (5%) based on merit on their anniversary date. The City's Personnel Rules, Rule I, Section 7 (2) define anniversary date as "the date an employee is appointed, promoted, demoted, or reinstated to a position within the classified service.
- D. For the first full pay period of Fiscal Year 2016-17, all salary ranges will reflect in base salary a 2.5% increase plus an additional, Cost of Living Adjustment (COLA) increase of no less than 0.5% and no more than 1.5% and will be provided based on the Consumer Price Index (CPI) – All Urban Consumers (Area: Los Angeles-Riverside-Orange County) measured by the annualized CPI from February 2015 to February 2016. *[Salary ranges will reflect a 3.9% (2.5% plus 1.4% CPI) COLA increase in base salary]*
- E. For the first full pay period of Fiscal Year 2017-18, all salary ranges will reflect in base salary a 1.8% Cost of Living Adjustment (COLA) increase based on the Consumer Price index (CPI) – All Urban Consumers (Area: Los Angeles-Riverside-Orange County) measured by the annualized CPI from February 2016 to February 2017.

**Article 10: Salary Ranges (Continued)**

**CITY POSITION SUMMARIES AND SALARY RANGE TABLES**  
**REPRESENTED FULL-TIME POSITIONS**  
**TEAMSTERS LOCAL 1932**

**2017-18 Fiscal Year (Salaries Effective the First Full Pay Period After July 1, 2017)**

**1.8% COLA Increase**

<b><u>CLASSIFICATION TITLE</u></b>	<b><u>RANGE #</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>
Account Clerk	9	3,331	3,498	3,673	3,857	4,050
Animal Care Technician	8	3,172	3,331	3,498	3,673	3,857
Animal Control Officer	12	3,857	4,050	4,253	4,466	4,689
Building Inspector	17	4,924	5,170	5,429	5,701	5,986
Code Enforcement Officer	16	4,689	4,924	5,170	5,429	5,701
Community Development Technician	12	3,857	4,050	4,253	4,466	4,689
Custodian	8	3,172	3,331	3,498	3,673	3,857
Customer Service Representative	10	3,498	3,673	3,857	4,050	4,253
Engineering Technician	12	3,857	4,050	4,253	4,466	4,689
Equipment Operator	12	3,857	4,050	4,253	4,466	4,689
Equipment Operator/Water*	12.5	3,953	4,151	4,359	4,577	4,806
Maintenance Worker	10	3,498	3,673	3,857	4,050	4,253
Maintenance Worker/Water*	10.5	3,586	3,765	3,953	4,151	4,359
Meter Reader	10	3,498	3,673	3,857	4,050	4,253
Pump Maintenance Worker	12	3,857	4,050	4,253	4,466	4,689
Pump Operator	12	3,857	4,050	4,253	4,466	4,689
Receptionist	6	2,877	3,021	3,172	3,331	3,498
Senior Account Clerk	12	3,857	4,050	4,253	4,466	4,689
Senior Animal Control Officer	14	4,253	4,466	4,689	4,924	5,170
Senior Custodian	10	3,498	3,673	3,857	4,050	4,253
Senior Customer Service Representative	12	3,857	4,050	4,253	4,466	4,689
Senior Maintenance Worker	13	4,050	4,253	4,466	4,689	4,924
Senior Maintenance Worker/Water*	13.5	4,151	4,359	4,577	4,806	5,046
Senior Pump Maintenance Worker	14	4,253	4,466	4,689	4,924	5,170
Senior Pump Operator	14	4,253	4,466	4,689	4,924	5,170
Senior Warehouse Technician	12	3,857	4,050	4,253	4,466	4,689
Utility Line Locator	10	3,498	3,673	3,857	4,050	4,253
Warehouse Technician	10	3,498	3,673	3,857	4,050	4,253
Water Conservation Specialist	14	4,253	4,466	4,689	4,924	5,170
Water Quality Technician	12	3,857	4,050	4,253	4,466	4,689
Water Resource Specialist	19	5,429	5,701	5,986	6,285	6,599

\*Plus 2.5% - Provided employee has and maintains the required certifications as defined in the job description

**Article 10: Salary Ranges (Continued)**

**PLUS 2% CERTIFICATION INCENTIVE PAY (For Certifications above the required level of the position)**

**C-1/D-1 Required:**

Maintenance Worker-2%	10	3,568	3,746	3,934	4,131	4,338
Maintenance Worker/Water-2%	10.5	3,658	3,841	4,033	4,235	4,447
Meter Reader-2%	10	3,568	3,746	3,934	4,131	4,338
Utility Line Locator-2%	10	3,568	3,746	3,934	4,131	4,338

**D-2 Required:**

Equipment Operator-2%	12	3,934	4,131	4,338	4,555	4,783
Equipment Operator/Water-2%	12.5	4,032	4,235	4,447	4,668	4,901
Pump Maintenance Worker-2%	12	3,934	4,131	4,338	4,555	4,783
Pump Operator-2%	12	3,934	4,131	4,338	4,555	4,783
Water Quality Technician-2%	12	3,934	4,131	4,338	4,555	4,783

**C-2/D-3 Required:**

Senior Maintenance Worker-2%	13	4,131	4,338	4,555	4,783	5,022
Senior Maintenance Worker/Water-2%	13.5	4,235	4,447	4,668	4,901	5,146
Senior Pump Maintenance Worker-2%	14	4,338	4,555	4,783	5,022	5,273
Senior Pump Operator-2%	14	4,338	4,555	4,783	5,022	5,273



## **Article 11: Overtime**

### **A. Overtime Calculation**

All employees required to perform in excess of forty (40) hours in a seven (7) day cycle or in excess of their regularly scheduled work day, shall receive compensation at the rate of time and one-half his/her regular rate of pay.

In determining an employee's eligibility for overtime, the below listed paid leaves of absences shall be included in the total hours worked. Excluded are duty-free lunches, travel time to and from work, and time spent conducting bona fide volunteer activities. Paid leave of absence includes the following:

- Holiday Leave
- Jury Duty
- Bereavement Leave

There shall be no pyramiding of overtime. Hours worked by an employee in any workday or workweek on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

Time worked shall be computed by rounding the nearest quarter of an hour.

### **B. Compensatory Time**

In lieu of receiving overtime pay pursuant to this article, Section A above, an employee may elect to receive compensatory time off on a time and one-half basis. No employee shall accrue more than forty (40) hours of such compensatory time. Should any employee exceed forty (40) hours of accrued compensatory time, he/she shall be paid at time and one-half his/her regular rate for all hours in excess of forty (40) hours.

An employee may use such compensatory time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

On June 30th of each year, all employees accrued compensatory time shall be paid down to zero.

### **C. Overtime Authorization**

All overtime requests must have the prior authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Calls for service beyond the end of the duty time are considered as authorized.

An employee's failure to obtain prior approval may result in the denial of the overtime request.



**Article 11: Overtime (Continued)**

**D. Clothes Changing**

Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on duty.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work.

Nothing herein prevents an employee from wearing his/her uniform while conducting personal business during lunchtime.

Time spent in changing clothes before or after a shift, is not considered hours worked and is not compensable in any manner whatsoever.

**E. Training Time**

Training time outside normally scheduled work hours shall be compensated pursuant to Code of Federal Regulations (CFR), Section 785.27, et. Seq.

Travel time outside normally scheduled work hours shall be compensated pursuant to CFR Section 785.33, et. Seq. When feasible, the Department will adjust the employee's work schedule to minimize the impact of travel and training time.

**F. City Vehicle Use**

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

**G. Call Back Pay**

Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is scheduled a minimum of ten (10) hours in advance to work prior to his/her regularly scheduled shift. An employee is called back to duty commencing at the time he/she receives the page and is compensated as follows:

Credit for two hours worked is received. If during the first hour of the call out a second or more call outs are received, he/she will still receive credit for the two hours worked or more hours based on actual time worked.

After the first hour, if he/she has completed the work related to the call out(s) and returned home and receives a new call out, he/she will again receive credit for two hours worked (a new call out) and the same first hour provisions apply.

Any employee called back after midnight shall be allowed to have his/her shift for the next day reduced by the number of hours spent on call back. The reduction of hours shall be either at the start or the end of the regular shift, with the approval of the employee's supervisor.

**Article 11: Overtime (Continued)**

H. Court Pay

When an employee is physically called to court on behalf of the City, while off duty, he/she shall be credited on an hour for hour basis for the time actually spent in court. An employee shall be credited with a minimum of two (2) hours for the court appearance. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

I. Standby Pay

Teamsters Union represented employees required to standby, to handle overtime work, which may arise, shall be compensated at the rate of one hundred fifty dollars (\$150.00) per seven (7) day period. Effective the standby schedule beginning on Thursday, June 30, 2016, employees required to standby shall be compensated at the rate of two hundred dollars (\$200) per seven (7) day period.

Standby status is defined as time in which an employee can be reached at his/her residence or by pagers and be able to respond in thirty (30) minutes.

Standby time is not considered hours worked under the Fair Labor Standards Act (FLSA) and will not be compensated except as set forth above. This payment is being made pursuant to the MOU not pursuant to FLSA. Time compensated in this manner shall not constitute hours worked for purpose of FLSA.

**Article 12: Promotions and Probationary Period**

City employees who apply for existing vacancies and are among the top three (3) qualifying candidates on the eligibility list will be given an interview by the Department Head.

Any promotion requires a one (1) year probationary period. Once an employee receives regular full-time status at a position and then is promoted, the employee will not be terminated in the event they are unable to successfully fulfill the requirements of the position promoted to, but will be reassigned to an equivalent position within the organization in which they served prior to being promoted.

Upon promotion, the employee will receive a minimum of five percent (5%) base salary increase or the beginning of the position classification range, whichever is greater.

**Article 13: Classifications**

The City shall not create a new classification or reclassify Teamsters Union represented employees for the purposes of diminishing Teamsters Union representation. Unless the newly classified position would otherwise be outside of the unit (such as a supervisory, management or professional classification) the newly classified position will remain part of Teamsters Union.

**Article 14: Working Out of Classification**

Employees who meet the following criteria shall be paid at the first step in the salary range for the position in which they are working out of classification, which gives them an increase of at least 5% in base salary:

1. The position is vacant or the incumbent is temporarily absent.
2. The position has a higher top salary step than their current position.
3. They are assigned to perform all of the essential functions of the higher classification.
4. They meet the minimum education and experience requirements for such position, as determined by management.
5. Their service in the higher paid classification exceeds 80 consecutive hours. In such case, the higher salary rate payable shall commence on the 81<sup>st</sup> consecutive working hour.
6. The appointment to perform this work has been approved by the City Manager following recommendation by the Department Head.
7. The need for such an assignment is temporary in nature, generally for one of the following reasons:
  - a. A higher classification employee is on a leave of absence, medical leave, or other non-routine circumstance.
  - b. Short-term assignments, special projects, or specific purpose and/or programs that will terminate in no more than one year.
  - c. A higher classification position is vacant.

Such assignments shall not exceed one year in duration.

The employee approved to receive out of class pay shall be eligible to receive merit increases in his/her regular position during the out of class pay assignment.

When the out of class pay assignment is ended, the employee will receive his/her original salary rate.

**Article 15: Tuition Reimbursement/Certification**

- A. Tuition Reimbursement – The City shall provide all Teamsters Union represented employees a maximum of \$1,500 reimbursement per fiscal year per employee under the existing Tuition Reimbursement Policy. The City reserves the right to revise this policy, as needed other than changing the maximum annual reimbursement amount.

Beginning Fiscal Year 2017-18, the City shall provide all Teamsters Union represented employees a maximum of \$2,200 reimbursement per fiscal year per employee under the existing Tuition Reimbursement Policy.

- B. Certification (Water District – Water and Sewer)

1. Requirements and expense reimbursement
  - a. Whenever the City or a State or Federal Agency determines that a position is required to obtain a specialized license or certificate, the City shall reimburse the cost for such certification courses or license when the employee presents proof of payment.

**Article 15: Tuition Reimbursement/Certification (Continued)**

- b. The City shall likewise reimburse the cost for other certifications or special credentials that are determined by the City Manager or his/her designee to be related to the employee's job duties.
- c. The certification requirements shall be as follows for employees in the following classifications assigned to the Water Division:
  - D-1
    - Maintenance Worker
    - Meter Reader
    - Utility Line Locator
  - D-2
    - Pump Maintenance Worker
    - Pump Operator
    - Water Quality Technician
    - Equipment Operator
  - D-3
    - Senior Maintenance Worker
    - Senior Pump Maintenance Worker
    - Senior Pump Operator
  - T-1
    - Pump Maintenance Worker
    - Pump Operator
    - Senior Maintenance Worker assigned to Water
    - Senior Pump Maintenance Worker
    - Senior Pump Operator
    - Water Quality Technician
- d. "D-1" is a Water Distribution Operator Certificate, Grade 1; "D-2" is Water Distribution Operator Certificate, Grade 2; and "D-3" is a Water Distribution Operator Certificate, Grade 3. A "T-1" is a Water Treatment Operator Certificate, Grade 1. Each of the above is issued by the State of California.
- e. All employees in the classifications requiring a "D-1" certificate who do not hold such certificate as of the effective date of this MOU and were not required to possess such certification prior to the completion of probation as part of their employment, will be required to have such certification no later than January 1, 2007. Such employees may be given up to one additional year following completion of probation to obtain their "D-1" certification, subject to recommendation by their Department Head and approval by the City Manager.
- f. All employees in the above classifications requiring a "D-2" or "D-3" certificate hold such certification as of the effective date of this MOU. They shall be required to maintain such certification as long as it is a requirement in their class specification.



**Article 15: Tuition Reimbursement/Certification (Continued)**

- g. Additional certifications required by the City include:
  - 1. Water Quality Technician
    - Backflow Prevention Device Tester (AWWA)
    - Backflow Prevention Device Tester (San Bernardino County Department of Public Health)
    - Cross Connection Control Program Specialist (AWWA)
  - 2. Maintenance Worker assigned to Wastewater – Collection System Maintenance Grade I
  - 3. Senior Maintenance Worker assigned to Wastewater - Collection System Maintenance Grade II
- h. The Water Quality Technician and Senior Maintenance Worker have the required additional certifications as of the effective date of this MOU. They shall be required to maintain such certification as long as it is a requirement in their class specification.
- i. Employees in the classifications requiring a “T-1” certificate who have such certificate as of the effective date of this MOU shall be required to maintain such certification as long as it is a requirement in their class specification. All employees in the classifications requiring a “T-1” certificate who do not hold such certificate as of the effective date of this MOU, will be required to have such certification no later than January 1, 2007.
- j. All new hires or transfers into the Water Division will be required to meet the certification requirements as defined in their class specification, unless the certification requirements are temporarily suspended as recommended by their Department Head and approved by the City Manager (Note written agreement for new hires or transfers will document conditions).

**2. Incentive Pay**

- a. The City shall pay employees who possess required certifications above the “D-1” level an additional 2% of base salary starting on the date such certification becomes valid, however, no earlier than the month after the MOU is approved by the City Council.

As clarification, a Maintenance Worker who receives a D-2 will receive the 2% incentive pay, and if that same Maintenance Worker is promoted to a Pump Maintenance Worker position, the employee will stop receiving the 2% incentive pay because the Pump Maintenance Worker position requires a D-2. However, if the employee now working as a Pump Maintenance Worker receives a D-3, the 2% incentive pay will again be received.

Incentive pay shall be discontinued for employees possessing certificates that are not required in their class specification.

The above two new sections will replace the current Article 15 in its entirety, including the one-time “Certification Incentive payment of \$100 each year and the “Certification Incentive Pay” chart, which is Attachment A of the current MOU.

**Article 15: Tuition Reimbursement/Certification (Continued)**

- b. The City shall pay employees who possess required certifications above the Collection System Maintenance Grade I (C-1) or Collection System Maintenance Grade II (C-2) level an additional 2% of base salary starting on the date such certification becomes valid, however, no earlier than the month after the MOU is approved by the City Council.

Incentive pay shall be discontinued for employees possessing certifications that are not required in their class specification.

**C. Animal Control Officer Certification \$100 Certification Pay**

Animal Control Officers and Senior Animal Control Officers shall receive a one-time "Certification Incentive" payment of \$100 each fiscal year for holding the necessary certification to use the equipment and chemicals needed to immobilize animals (Certificate of Completion – Chemical Immobilization for Animal Control Professionals conferred by the California State Humane Association or an equivalent certification and organization acceptable to the City).

The Certification Incentive payment shall be made no later than February 1 each year for those employees who already hold the certification or thirty (30) days after the employee submits the required documentation demonstrating he/she has earned the certification. No employee may earn Certification Incentive pay of more than \$100 per year, regardless of the number of certifications held or obtained. Teamsters Union and City agree that the fact that an employee is earning Certification Incentive pay cannot be used to assert that the employee is working out of class and is therefore entitled to reclassification.

The employee must maintain the certification for the entire year after the Certification Incentive pay is earned.

**Article 16: Holidays**

The City offices shall be closed on the following days. All full-time continuous salaried employees shall be compensated at their regular rate for these days:

1. Independence Day
2. Labor Day
3. Veteran's Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Eve
7. Christmas Day
8. New Year's Day
9. Martin Luther King Jr. Day
10. President's Day
11. Memorial Day

Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed.

**Article 16: Holidays (Continued)**

City facilities will be closed between Christmas Day and New Year's Day in what was a regular work week. For example, in 2013 the City shall be closed December 26, 27, 30 and 31 and in subsequent years, dates could be different based on the calendar. Each bargaining unit employee shall be paid for those days for the same amount of hours for which the employee would have been regularly scheduled and would have worked if the City were not closed on those dates. Employees may not be eligible for this closure but shall be eligible for overtime if worked.

The floating holiday benefit is eliminated.

**Article 17: Vacation/Vacation Buy Back**

All full-time employees shall, with continuous service, accrue working hours of vacation monthly according to the following schedule:

<b><u>Years of Service</u></b>	<b><u>Annual Hours Accrued</u></b>
1	80
2	88
3	96
4	104
5	112
6	120
7-9	128
10	136
11-13	144
14	152
15+	160

Employees may use up to forty (40) hours of accrued vacation after six (6) months of service.

Employees will have a maximum of 300 hours carry-over of vacation per fiscal year. On June 30, if an employee exceeds the maximum accrual allowable, the vacation accrual will stop until such time as the employee is at or below the maximum allowable, as long as the employee has not been denied vacation time off. This will be evaluated on a fiscal year basis.

Employees shall be allowed to cash out twenty (20) or more hours of vacation during any pay period in the fiscal year through the last full pay period during the fiscal year, as long as the employee has forty (40) hours of vacation remaining on the books.

All accrued but unused vacation shall be paid out to the employee upon separation of employment.

**Article 18: Health Insurance**

All employees must enroll in an available City health insurance plan unless they opt out.

**1. Health Insurance Provider:**

The City will provide a comparable health insurance plan(s) available for all full-time regular employees. The City and Teamsters Local 1932 will negotiate plan changes expeditiously when cost-effective alternatives are available.

**2. City Contributions:**

Effective June 1, 2017 for the July 1, 2017 premiums, the City contributions are towards premiums for health, dental and vision insurance only.

**a. Opt-out of City Health Coverage Contribution:**

Employees who opt-out of the City's health insurance with proof of alternate group coverage and hired before January 1, 2013 are eligible to receive the difference less the mandatory dental and vision plan selections up to \$665. The cash back provision is not available to employees hired on or after January 1, 2013.

In order to opt out, an employee must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

**b.** Effective July 1, 2016 for the August 2016 insurance premiums, the City shall pay up to \$844 per month, the employee shall be responsible for paying the difference, or the amount greater than \$844, through payroll deduction.

**c.** Effective June 1, 2017, for the July 2017 insurance premiums, the City shall pay up to \$928 with no difference received as cash; the employee shall be responsible for paying the difference, or the amount greater than \$928, through payroll deduction.

**d. Retiree Contribution:**

The City shall provide each employee who retires with a \$50 per month contribution toward a health care plan selected by the retiree. Said contribution shall terminate upon the retiree's sixty-fifth (65<sup>th</sup>) birthday.

**Reopener on ACA:**

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA that may result from an interpretation of the ACA by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or a ruling by a court of competent jurisdiction.



**Article 18: Health Insurance (Continued)**

**Affordable Care Act (ACA) Anti-Retaliation**

1. Prohibition on Retaliation: It is the City's policy to comply in full with Section 1558 of the U.S. Patient Protection and Affordable Care Act (ACA), which prohibits retaliation against employees who report violations of Title I of ACA or who receive tax credits or cost-sharing reductions (under section 36B of the Internal Revenue Code or section 1402 of ACA) in connection with participation in the health insurance exchange.

2. Protected Activity

- a) "Whistleblowing" re Violations of Title I of ACA: ACA protects an employee, former employee, or applicant who reports, testifies (or is about to testify) in a proceeding, assists or participates (or is about to assist or participate) in a proceeding, objects to, or refuses to participate in any activity, policy, practice, or assigned task that the employee (or other person) reasonably believed to be in violation of Title I of ACA, including any order, rule, regulation, standard or ban under Title I of ACA.
- b) Title I of ACA includes but is not limited to consumer protections such as the following:
  - i. Elimination of lifetime and annual limits on benefits by 2014;
  - ii. Prohibition on rescissions of coverage;
  - iii. Elimination of pre-existing conditions exclusions;
  - iv. Coverage of preventive services and immunizations;
  - v. Extension of dependent coverage up to age 26;
  - vi. Development of uniform coverage documents; and
  - vii. Implementation of appeals processes for consumers.
- c) Receipt of Affordability Assistance: ACA also protects an employee, former employee, or applicant who receives a tax credit under Section 36B of the Internal Revenue Code or a cost-sharing reduction under Section 1402 of the Act as a result of enrolling in a qualified health plan offered by the health insurance exchange. In California, this state-run marketplace is known as "Covered California."

3. Prohibited Retaliatory Conduct

Prohibited conduct includes but is not limited to discharge or otherwise retaliatory conduct, including intimidating, restraining, coercing, blacklisting, or disciplining an employee, former employee, or applicant with respect to compensation or any other terms, conditions or privileges of employment as a result of that individual's participation in a protected activity as defined in paragraph 2 above.

4. Complaint Procedure

Any City employee, former employee, or applicant who wishes to report a violation of Title I of ACA, or who believes he or she has been subject to retaliation in violation of this policy should immediately notify either his or her supervisor, Human Resources staff, or the City Manager. It is the City's policy that no City employee shall retaliate against any person who participates in a protected activity as defined by Section 1558 of ACA.

An employee, former employee, or applicant who believes that he or she has been retaliated against under this policy may file or have filed by any person on his or her behalf, a complaint with United States Department of Labor, Occupational Safety & Health Administration (OSHA) within 180 days after an alleged violation occurs. For more information on filing an OSHA complaint, visit [www.osha.gov](http://www.osha.gov).

**Article 19: Dental Insurance**

The City will provide group dental insurance coverage, which shall be paid for by the employee from the City's contributions as set forth in Article 18. Employees are required to purchase this group dental coverage, at the minimum single-party rate. The City and Teamsters Union will negotiate plan changes expeditiously when cost-effective alternatives are available.

**Article 20: Optical Insurance**

The City shall provide group optical insurance coverage, which shall be paid for by the employee from the City's contributions as set forth in Article 18. Employees are required to purchase this group optical coverage at the minimum single-party rate. The City and Teamsters Union will negotiate plan changes expeditiously when cost-effective alternatives are available.

**Article 21: Life Insurance**

The City will provide group life insurance coverage. The employee will pay the premium from the City's contributions as set forth in Article 18 for the first \$20,000 of life insurance coverage. The City will pay for an additional \$10,000 of life insurance coverage, so the employee will have a total of \$30,000 of life insurance coverage. The City will start paying for the additional \$10,000 of life insurance coverage the first full month after the MOU is approved. Effective June 1, 2017 for the July 1, 2017 premiums, the City will pay life insurance premiums for \$30,000 life insurance coverage. The City and the Teamsters Union will negotiate plan changes expeditiously when cost-effective alternatives are available.

**Article 22: IRS 125 Plan**

Effective January 1, 2011, the City's IRS 125 Plan is available to the Teamsters Union membership, subject to the City's exercise of its sole discretion to change provisions of the plan and/or cease administering and/or to withdraw said Plan.

The City retains sole discretion to determine if and when its administration of the IRS 125 Plan shall change provisions of the Plan and cease and/or if and when it shall withdraw and terminate the IRS 125 Plan described herein. Neither the City's decision to implement, administer, change, cease administration, and/or terminate the IRS 125 Plan, nor the impact of said determinations, shall be subject to the meet and confer process. It is agreed by the parties that the benefit of an IRS 125 Plan is sufficient to provide consideration to Teamsters Union as and for the valid entering into of these provisions.

**Article 23: Sick Leave/Sick Leave Notification**

Sick leave will be accrued at the rate of eight (8) hours per month, ninety-six (96) hours per year. Sick leave can be accrued without limit; however, there will be no buy back nor payoff of accrued but unused sick leave upon termination of employment. Eighteen (18) hours of sick leave per fiscal year may be utilized for personal time as long as the employee has forty (40) hours of sick leave accrued and is requested prior to the use. Personal time hours must be used during the term of this MOU and can be neither cashed out nor carried over into a new year. If not used during the term of this MOU any remaining personal time hours shall be lost.

**Article 23: Sick Leave/Sick Leave Notification (Continued)**

With respect to Teamsters Union represented employees, City Personnel Rules and Regulations, Rule VI, Section 7 (7), shall be amended as follows:

7. Notification to Supervisor - Any employee needing to be absent because of sickness or other physical disability shall notify the appropriate department manager or immediate supervisor at least one (1) day prior to such absence if circumstances permit, or by the start of shift barring unforeseen circumstances.

Rule VI, Section 9 of the Personnel Rules are revised to provide that the maximum usable benefit shall be forty (40) work hours rather than five (5) days.

**Article 24: CalPERS Retirement Plan**

The City provides the 2.7% at 55 full retirement formula, as provided by Government Code § 21354.5.

The City has elected and continues to elect to be subject to the following optional retirement provisions:

- a. Section 20042 (One-Year Final Compensation).
- b. Section 20903 (Two Years Additional Service Credit).
- c. Section 21574 (Fourth Level of 1959 Survivor Benefits. In addition to funding the employer cost of the survivor benefits, the City shall contribute a maximum of \$2.00 per month per employee as and for the member's contribution for funding of this benefit).
- d. Section 21024 (Military Service Credit as Public Service).

Effective the first full pay period after July 1, 2012 the City's contribution towards the local miscellaneous member's contribution will be zero percent of reportable earnings, and each local miscellaneous member's contribution shall be 8% of the individual member's reportable earnings.

Employees hired by the City on or after January 1, 2013, who qualify as "new members" as that term is defined in the Public Employee Pension Reform Act (AB 340) shall be subject to the Act including but not limited to:

- a. 2% at 62 retirement formula
- b. Pension benefit is based on the highest annual final compensation during a consecutive 36 month period.
- c. PERS contribution of 50% of the PERS "normal cost" as that term is defined in the Act.

In addition to paying the full CalPERS member contribution, each employee covered by the CalPERS 2.7% @ 55 full retirement formula shall, effective the first full pay period after July 1, 2015, pay one percent of reportable earnings by payroll deduction as cost sharing of the City's normal costs pursuant to Government Code section 20516 (f).



**Article 25: Short Term/Long Term Disability Insurance**

The City agrees to provide access to a short term/long term disability insurance policy or coverage. Employees are required to pay for this short term/long term disability insurance. The City and Teamsters Union will negotiate short term/long term disability insurance plan changes expeditiously when cost-effective alternatives are available.

**Article 26: Workers' Compensation**

The City provides certain supplementary Workers' Compensation benefits for temporary disabilities (See Resolution No. 90-36).

**Article 27: Jury Duty**

Rule VI, Section 3 (1), of the Personnel Rules and Regulations is superseded to provide that employees who are summoned to appear and serve for jury duty shall be entitled to up to eighty (80) hours leave.

**Article 28: Leave Without Pay**

Rule VI, Section 4 of the Personnel Rules and Regulations is superseded to provide that such maximum leave shall be up to eighty (80) working hours rather than ten (10) working days.

**Article 29: Benefit Amendment Clause**

Any other employee benefit expressed in terms of days earned, not specifically mentioned above, is hereby amended to provide eight (8) hours accrued benefit in lieu of days.

**Article 30: Bereavement Leave** (Revised Article added per Resolution No. 2005-160 and HWD 2005-24 approved December 7, 2005)

The following new MOU language will be effective until such time as the Personnel Rules are amended with the same language and the Article 29 language becomes redundant in the MOU. Rule VI, Leave, Section 7, Sick Leave, Subsection 8, Bereavement Leave, of the Personnel Rules and Regulations is revised to provide that any eligible employee who is absent from work by reason of a death in their immediate family or blood relative, will be allowed a leave of absence with pay up to three (3) cumulative working days (27 hours) per occurrence. Additional time may be requested by the eligible employee, however, this additional time will be deducted from the employee's leave accrual, e.g. sick (up to 13 hours); vacation, floating holiday hours.

For the purpose of this article, "immediate family" is defined as employee's spouse, employee's parents, employee's spouse's parents, employee's child, step-child, step-parent, grandparent, grandchild, brother, sister, step-brother, step-sister. "Blood relative" is defined as aunt, uncle, niece, nephew, brother-in-law, sister-in-law, legal guardian, employee's ex-spouse who is parent of employee's children, domestic partner as defined under California Family Code Section 297, and/or any other individual living in the same household as the City employee. The department head and the City Manager shall approve such bereavement leave with their signature.

The Bereavement Leave change will be retroactive to January 1, 2004, with applicable employee's sick leave hours used to Bereavement Leave restored to their sick leave accrual balance.

**Article 31: Personnel Files**

The official personnel file shall be located in the Management Services Department. Any documentation used in a disciplinary action (excluding oral reprimands) will be placed in an employee's personnel file.

Employees, during normal working hours at a reasonable time, have the right to have access to and copies of any document in their official personnel file or any departmental file.

An employee will be provided with an initial copy of any document, which will be placed in the official personnel file. An employee shall have the right to respond in writing to any information contained in his/her personnel file. Such a reply will remain in the personnel file so long as the referenced document is in the file.

Written reprimands, counseling notices, or notices requiring an employee to have medical verification for absences shall be removed from the personnel file and destroyed after three (3) years provided that there have been no further incidents, within that time, related to that specific reprimand or notice.

**Article 32: Outside Employment**

It is the policy of the City of Hesperia to allow employees to hold a second job as long as the second job does not present a conflict of interest to their position with the City. In addition, it is required that a second job be reported to the Management Services Department.

**Article 33: Uniforms and Boot Reimbursement**

Affected employees will receive eleven (11) sets of uniforms owned or rented by the City. The City will pay for the cleaning of these uniforms.

In accordance with CalPERS regulations, any "Classic" employee required to wear a full uniform that is rented and maintained by a uniform vendor through a contract with the City shall have the monetary value of the City-provided uniforms reported to CalPERS as special compensation.

The monetary value is based on the pricing for the rental and maintaining (i.e. laundering) the eleven (11) sets of uniforms provided to each employee. The current monetary value that will be reported bi-weekly to CalPERS is \$7.08; effective Fiscal Year 2017-18 the current monetary value that will be reported bi-weekly to CalPERS is \$7.30; however, should a new contract between the City and a uniform vendor be approved, which results in a change to the monetary value, the new amount will be reported to CalPERS. The pricing will be specified in the contract between the City and the uniform vendor and will be adjusted accordingly when a change in the cost of renting and maintaining (i.e. laundering) of uniforms occurs. The uniform vendor contract will remain on file with the City Clerk's office and is selected via a formal bid process.

In accordance with CalPERS PEPPRA regulations, any "New Member" employees required to wear a full uniform that is rented and maintained by a uniform vendor through a contract with the City shall not have the monetary value of the City-provided uniforms reported to CalPERS as special compensation.

**Article 33: Uniforms and Boot Reimbursement (Continued)**

In addition, each affected employee will be allowed reimbursement of up to \$200 for boot purchases made during each fiscal year. Effective FY 2017-18, each affected employee will be allowed reimbursement up to \$250 for boot purchases made during each fiscal year. A second pair of boots may be reimbursed in a fiscal year with the supervisor's approval prior to the purchase. Affected employees must purchase boots which meet applicable requirements and specifications as set forth in the American National Standard for Personal Protection-Protective Boot Wear, Z41, 1991, and must purchase the boots at a City-approved store if the employee wants the store to bill the City directly.

Any portion of this reimbursement which is not used to purchase boots may be used to purchase boot accessories such as laces and inserts. Reimbursement for these expenses shall occur at the same time reimbursement occurs for boot purchases and the total shall not exceed \$200 or effective FY 2017-18 \$250.

**Article 34: Bilingual Pay**

The City will establish a Bilingual Pay Program which will compensate designated employees who provide translation to and from a foreign language and related services. Department heads will recommend which classifications and employees to be considered for bilingual pay, and the City Manager will approve assignment recommendations based on the customer services needs of the City. Eligible employees will be required to pass a test that shall be administered by a qualified agency or individual. Employees who pass the test and are assigned to provide bilingual translation services will receive \$75 per month as compensation. If the employee is reassigned to no longer provide bilingual translation services, the \$75 bilingual pay will be discontinued and will not be paid in the following month. It should be noted that regardless of whether or not an employee is receiving bilingual pay, all employees having bilingual capability shall be expected to reasonably respond to non-English inquiries directed to them in their capacity as a City employee.

**Article 35: Rest Periods**

All Teamsters Union represented employees shall receive, at the direction of the respective department, two (2) fifteen (15) minute rest periods, one each approximately at the mid-point of each one-half shift. Employees working in the field shall take, at the direction of the department, rest periods at or nearby the work site or return to their department for rest. For employees working in the field, the 15-minute rest periods include travel time employees may take from the work site to and from the department. Rest time is not cumulative beyond the half scheduled workday within which the break period occurs.

**Article 36: Late Starts**

An employee who is tardy to work shall be docked pay at the discretion of the Department Head. Such docking shall be done in fifteen (15) minute increments. An employee may not substitute accrued compensatory time, vacation, holiday, or sick leave for the docked pay, nor may the employee utilize a shortened break period or lunch period.



**Article 37: Catastrophic Leave**

The City agrees to permit employees within the bargaining unit to contribute a portion of their accrued sick leave to another employee of the bargaining unit when such employee has suffered a catastrophic injury or illness. For such transfer to take place, the following conditions shall apply:

- A. The contributing employee must have at least ninety-six (96) hours remaining after such contribution and the sick leave application rate will be based on the contributing employee's dollar value which will be adjusted proportionally to the receiving employee's rate.
- B. The receiving employee has been absent from work due to injury or illness and has exhausted all earned leave credits, including but not limited to sick leave, vacation time, compensatory time and holiday credits, and is, therefore, facing financial hardship.
- C. The transfers must be a minimum of eight (8) hours and in whole hour increments thereafter.

The transfers are irrevocable, and will be indistinguishable from other sick leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.

Eligibility to be a receiving employee in this program is not subject to the Grievance Procedure in the Personnel Rules and Regulations.

**Article 38: Disciplinary Appeals**

This Advisory Arbitration Provision amends the City Personnel Rules and Regulations, Rule XI, Appeal Procedures, by deleting all current text on Pages 60 and 61 and substituting the following language:

**Appeal Procedures:**

Any permanent employee in the classified service shall have the right to appeal any-termination, suspension of forty (40) hours or more, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal process shall not be applicable to verbal and written reprimands, suspensions of less than forty (40) hours, probationary demotions, performance evaluations and denial of merit increases. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Personnel Director and received in the Management Services Department so that same is date stamped by the Management Services Department within the ten (10) day period.

If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Management Services Department, an appeal hearing shall be established as follows:

- A. The American Arbitration Association or the State Mediation and Conciliation Service or any other recognized mediation/arbitration service as mutually agreed to shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lots) until one (1) name remains, and that person shall be the hearing officer.

**Article 38: Disciplinary Appeals (Continued)**

- B. Where practicable, the date for a hearing shall not be less than twenty (20) calendar days, nor more than sixty (60) calendar days, from the date of filing of the appeal with the Personnel Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing.
- C. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- D. Subpoenas and subpoenas duces tecums pertaining to a hearing shall be issued at the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officers.
- E. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence.
- F. Each party shall have their rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- G. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
  - 1. The party imposing discipline shall be permitted to make an opening statement;
  - 2. The appealing party shall then be permitted to make an opening statement;
  - 3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
  - 4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
  - 5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;



**Article 38: Disciplinary Appeals (Continued)**

6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- H. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.
- I. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that issued by the department head.

The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and the Personnel Director and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

- J. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager, or his/her designee, shall adopt, amend, modify, or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager, or his/her designee, shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager, or his/her designee, shall not conduct a de novo hearing. The City Manager, or his/her designee, may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager, or his/her designee, shall be final and conclusive. Copies of the City Manager or his/her designee's, decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.
- K. The decision of the City Manager, or his/her designee, shall be final and conclusive. Copies of the City Manager's, or his/her designee's, decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager, or his/her designee.
- L. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.

**Article 38: Disciplinary Appeals (Continued)**

- M. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager, the time of such of suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, or his/her designee, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- N. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

**Appeals of Suspensions Less Than Forty (40) Hours:**

A permanent employee shall have the right to appeal a suspension less than forty (40) hours in the following manner:

1. The appointing authority shall cause to be served on the employee affected, by registered mail or personal delivery, a statement signed by the appointing authority of the specific action against the employee. This statement shall clearly inform the employee that he/she has the right, within five (5) working days after receipt of this notice, to request an informal hearing on the action by filing the request with the appointing authority.
2. If within the five (5) day appeal period the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed.
3. If within the five (5) day appeal period the employee involved files such notice of the appeal by giving written notice of appeal to the appointing authority, a time for an appeal hearing before the City Manager, or his/her designee, shall be established. The date for a hearing shall not be less than ten (10) days, nor more than thirty (30) days, from the date of the filing of the appeal, unless the parties stipulate to a different date. All interested parties shall be notified in writing of the date, time, and place of the hearing at least seven (7) calendar days prior to the hearing.
4. The City Manager, or his/her designee, shall conduct an informal hearing on the appeal. Each party shall have the opportunity to present all relevant information in support of its respective position. These proceedings may be electronically recorded and either party shall have the right to cause them to be reported by a certified shorthand reporter at the party's expense.
5. Within ten (10) working days after the conclusion of the hearing, the City Manager, or his/her designee, shall deliver to the employee a written decision which shall either (a) affirm the decision, (b) modify it by (1) holding that certain charges were not established by a preponderance of the evidence and/or (2) reducing the penalty or (3) overturn the decision in its entirety. Said decision shall be final and binding on the parties, subject to their right to seek judicial review pursuant to 1094.5 and 1094.6 of the California Code of Civil Procedure.

**Article 39: Alternative Work Schedules and Adjusted Workweeks**

**A. Alternative Work Schedules**

The City instituted a 9/80 workweek effective January 1996.

Employees may switch to a 4/10 workweek on a seasonal basis and for temporary periods of time to meet particular work needs. At the end of such periods, the employees shall revert to a 9/80 schedule.

The City and Teamsters Union for purposes of implementing an alternate workweek schedule without the City incurring any increased costs or the employees receiving any increase in benefits, the following shall apply:

1. General Agreement - Whenever any oral or written practice, procedure, or policy provides employee economic benefits in terms of days, all such provisions shall be converted to provide such economic benefits in terms of hours and any such practice, procedure, or policy which previously was phrased in terms of days is hereby converted to eight hours for each day.
2. Workweek – The following shall amend Rule XI, paragraph 1, subparagraph 1 of the Personnel Rules, for the purposes of the employees represented by Teamsters Union. The workweek for employees assigned to an alternate workweek shall begin and end as follows:
  - a. For employees assigned to work four (4) days per week, ten (10) hours per day (the "4/10"), their workweek shall begin at 12:01 a.m. each Monday morning and end the following Sunday night at 12:00 p.m. midnight.
  - b. For employees assigned to work four (4) days per week, nine (9) hours per day and eight (8) hours every other Friday, with the alternating Friday off (the "9/80"), the workweek shall begin each Friday afternoon at 12:01 p.m. and end the following Friday morning at 12:00 p.m. noon.
3. Holidays - On the 9/80 alternate workweek, paid holidays will be at nine (9) hours for holidays falling Monday - Thursday, and eight (8) hours if falling on Friday. Section 3, subdivision 1, Rule VI, of the Personnel Rules and Regulations will now read as follows:
  - a. Any other employee benefit expressed in terms of days earned, not specifically mentioned above, is hereby amended to provide eight (8) hours accrued benefit in lieu
4. Modified 9/80 Work Schedule (New Subsection added per Resolution 2005-160 and HWD 2005-24 approved December 7, 2005) – The City desires to develop a Modified 9/80 Work Schedule to have certain City programs open to the public on alternative or normally closed Friday's starting in 2006. City management is developing a plan and evaluating resource needs to have certain City programs open to the public on alternative or normally closed Fridays. The longer term goal of the City is to have all City programs, some on a limited basis, open to the public on alternative or normally closed Friday's. The Teamsters Union has agreed to cooperate with City management on voluntarily assigning Teamsters Union represented employees to work the alternative or normally Closed Fridays to improve customer service for the public and not increase overtime costs. While this is not a binding provision, it is a clear agreement by the Teamsters Union and City management to cooperate to serve the public's interest.



**Article 39: Alternative Work Schedules and Adjusted Workweeks (Continued)**

- B. Adjusted Workweeks for existing Teamsters Union employees in the following classifications:
1. Senior Animal Control Officers and Animal Control Officers – Management is authorized to change normal work schedules for Senior Animal Control Officers and Animal Control Officers to include closed Fridays and Saturdays to serve the customer service needs of the City and save overtime costs. Reasonable notice of two weeks must be provided unless the normal work schedule change is mutually agreed to by the supervisor and employee.
- C. New and Promoted Employees' Adjusted Workweeks (Revised language added per Resolution No. 2005-160 and HWD 2005-24 approved December 7, 2005) – New employees hired and existing employees promoted after MOU approved by the City Council who have been informed at the time of employment that management has the authority to adjust their workweek can have the workweek scheduled as follows:
1. Adjust new employees and promoted employee' normal work schedule during a workweek, with time off on an hour-for-hour basis in lieu of overtime during the same workweek.
  2. Management is authorized to change normal work schedules for new employees' and promoted employees' to include closed Fridays, Saturdays, and potentially Sundays to serve the customer service needs of the City and save overtime costs. Reasonable notice of two weeks must be provided unless the normal work schedule change is mutually agreed to by the supervisor and employee.

**Article 40: Layoffs**

Amend City of Hesperia Personnel Rules and Regulations (9/15/88), Rule VIII, Section 3, Reduction in Force by Layoff by deleting all current text on Page 49 and substituting the following language.

1. Advance Notice - Employees separated by reason of a reduction in force shall be given at least thirty (30) days prior notice of separation and the reasons therefore. If one or more employee to be separated is represented by a duly recognized employee organization, the City will, on request, meet with such organization concerning the impact of the layoff.
2. Bumping - An employee whose position has been abolished and who would be laid off shall have the right to "bump" into a classification the employee previously held with the City if such position receives the same or lower salary, and is determined by the City Manager or designee to be qualified for such position at the time, based upon the applicable job description.
3. Offer of Reassignment - An employee's appointment shall not be terminated as a result of a reduction in force procedure before the employee has been made a reasonable offer of reassignment, if such offer is possible.
4. Offer of Vacant Position - An employee whose position has been abolished and who would otherwise be laid off shall be offered the opportunity to transfer, without examination, to any then currently existing vacant position with the same or lower salary if the employee meets the minimum qualifications for such position, as determined by the City Manager or designee based upon the applicable job description and new application. If two or more employees are eligible for appointment to a vacancy, the criteria set forth in the paragraph entitled Order of Separation shall be applied to determine which employee shall be offered the vacant position.

**Article 40: Layoffs (Continued)**

5. Laid Off Employee on Reemployment Register - The names of regular employees who have been laid off due to reduction in force shall be placed on an appropriate lay off reemployment list according to date and order separated and shall be eligible for reemployment.

Each employee on a lay off reemployment list shall remain on that list for one-(1) year.

Employees whose name appears on a lay off reemployment list shall be considered for reemployment in the class from which the employee was laid off prior to using any other available employment eligible list to fill regular vacancies in the subject class. The Personnel Officer can extend the active period of reemployment lists or individual employees eligibility on such lists for six (6) month periods as he/she determines to be in the best interest of the City.

- A. Notice - The City will notify, by certified mail to the laid off or displaced employee's last known address, of all vacancies for which the employee is eligible for employment under this provision. Such notice shall be given for all such positions, which arise for one (1) year from the date of-layoff or displacement. A laid off or displaced employee who fails to report for appointment within two (2) work weeks of notice shall be deemed to have rejected appointment and shall be automatically removed from the reemployment register list.
- B. Reappointment - An employee who is laid off or displaced to a lower classification under this provision shall be entitled to automatic appointment to any vacant position from which he/she was laid off or displaced or for which he/she is qualified if such employee reports for duty on receiving notice. Appointments shall be made in the reverse order of layoffs, that is, the last laid off shall be the first offered reappointment.
6. Order of Separation - Selection for retention shall be based primarily upon seniority of service with performance being taken into account.

While seniority is the primary factor in determining order of separation, it is not in and of itself the only determining factor.

Therefore, this policy does not preclude the retention of members, which have less seniority to other members within the class for which the reduction in force action may be taken. The following criteria shall be considered in evaluating performance:

- A. The employee's written performance evaluations.
- B. The history of an employee's written disciplinary actions.
- C. The employee's written record of attendance including patterns of sick leave usage, tardiness and unexcused absences.

All newly hired employees serving an initial probationary period, part-time, temporary, seasonal, or emergency employees, in classifications affected by layoff, shall be laid off before any permanent employee is laid off.

**Article 41: Smoking**

The City has a no smoking policy to include all tobacco products, including e-cigarettes, vapors exhalants, etc. Employees are prohibited from use of products in all City buildings including passenger vehicles and equipment owned or leased by the City. Use of the products will be prohibited within 20 feet of all vehicles, equipment and entrances, exits, operable windows and ventilation ducts of City buildings.

**Article 42: Employee Assistance Program**

The City shall provide an Employee Assistance Program for all full-time continuous salaried employees and dependent coverage.

**Article 43: Prevailing Benefits**

It is understood and agreed that there exists, in written form, certain personnel rules, policies, practices and benefits which shall continue in effect except for those provisions modified by mutual agreement of both parties.

**Article 44: Employer/Employee Relations**

The City has an Employer/Employee Relations Resolution, which provides the guidelines for forming recognized Employee Associations. (See Resolution No. 90-37).

**Article 45: Provisions of Law**

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws, federal and state regulations. If any part or provision of the MOU is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.

**Article 46: Sole and Entire Memorandum of Understanding**

By entering into this agreement, the parties have each fully complied with the obligations to meet and confer under the Meyers-Milias-Brown Act. It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memorandums of agreement or memorandums of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law.

This agreement, the City's personnel rules, and the resolution of adoption of this MOU set forth the wages, hours and all other terms and conditions of employment for the employees subject to this MOU. All other terms and conditions of employment, whether written or unwritten, are hereby abrogated and declared null and void.

The parties acknowledge that if the Association membership ratifies this MOU, the City Council would adopt this agreement by resolution and that said resolution would remain in full force and effect during the life of this MOU.

**Article 47: Emergency Waiver**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the Chief Administrative Officer or his designee so declares, any provisions of this MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended of the duration of such emergency. After the emergency is declared over, the Teamsters Union shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.



**Article 48: Waiver**

Section 1. The parties mutually agree that neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

Section 2. The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

Section 3. The parties acknowledge that this MOU shall not be in full force and effect until ratified by Teamsters Union and adopted through resolution of the City Council of the City of Hesperia.

**Article 49: Duration, Implementation and Re-openers**

This MOU shall, upon ratification by both parties, become effective January 1, 2017 and remain in full force and effect up to and including January 31, 2018. However, if a successor MOU is not negotiated by January 31, 2018, this MOU shall remain in force until a successor MOU is negotiated or the impasse process for a successor MOU has been concluded.

RECEIVED NOV 28 2017

For the Teamsters, Local 1932:



Steve Matthews, Chief Negotiator

11/28/17

Date



Steve Cadena, Labor Relations Representative

11/28/17

Date



Kelly Mathews

11/28/17

Date



Mark Lockwood

11/27/17

Date



Jayson Rege

11/27/17

Date



Stephen Verheyen

11/28/17

Date

For the City of Hesperia:



Brian D. Johnson  
Assistant City Manager-Management Services

11/28/17

Date



Michael Blay  
Director of Development Services

11-28-17

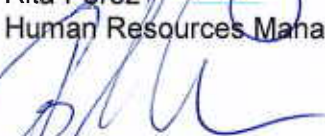
Date



Rita Perez  
Human Resources Manager

11-28-17

Date



Casey Brooksher  
Budget/Finance Manager

11-28-17

Date

**PASSED, APPROVED and ADOPTED THIS 5<sup>th</sup> day of December 2017.**

\_\_\_\_\_  
Mayor

I, Melinda Sayre, City Clerk of the City of Hesperia, California, do hereby certify that the foregoing Resolution 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 5<sup>th</sup> day of December 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**RESOLUTION NO. 2017-024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
HESPERIA, CALIFORNIA, APPROVING THE MEMORANDUM OF  
UNDERSTANDING WITH THE TEAMSTERS LOCAL 1932**

**WHEREAS**, the City and the Teamsters Local 1932 (Teamsters Union) have met and conferred and bargained in good faith and have reached a tentative agreement on a successor Memorandum of Understanding for the period of January 1, 2017 through January 31, 2018; and

**WHEREAS**, the Memorandum of Understanding prescribes the salaries, benefits, and other terms and conditions for employees of the City of Hesperia represented by the Teamsters Union; and

**WHEREAS**, the City Council has reviewed and approves of the provisions included in the Memorandum of Understanding; and

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

Section 1. That the recitals above are true and correct.

Section 2. That the City Council approves the Memorandum of Understanding (Exhibit A on file in the City Clerk's Office) made and entered into between the City of Hesperia and the Teamsters Local 1932, effective January 1, 2017 through January 31, 2018.

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 5<sup>th</sup> day of December 2017.

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

ATTEST:

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

**RESOLUTION NO. HWD 2017-11**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HESPERIA  
WATER DISTRICT, CITY OF HESPERIA, CALIFORNIA, APPROVING  
THE MEMORANDUM OF UNDERSTANDING WITH THE TEAMSTERS  
LOCAL 1932**

**WHEREAS**, the City and the Teamsters Local 1932 (Teamsters Union) have met and conferred and bargained in good faith and have reached a tentative agreement on a successor Memorandum of Understanding for the period of January 1, 2017 through January 31, 2018; and

**WHEREAS**, the Memorandum of Understanding prescribes the salaries, benefits, and other terms and conditions for employees of the City of Hesperia represented by the Teamsters Union; and

**WHEREAS**, the Board of Directors has reviewed and approves of the provisions included in the Memorandum of Understanding; and

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

Section 1. That the recitals above are true and correct.

Section 2. That the Board of Directors approves the Memorandum of Understanding (Exhibit A on file in the City Clerk's Office) made and entered into between the City of Hesperia and the Teamsters Local 1932, effective January 1, 2017 through January 31, 2018.

Section 3. 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 5<sup>th</sup> day of December 2017.

---

Paul Russ, Chair

ATTEST:

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Melinda Sayre, City Clerk

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# City of Hesperia STAFF REPORT



**DATE:** December 5, 2017  
**TO:** Chair and Board Members, Hesperia Fire Protection District  
**FROM:** Nils Bentsen, City Manager  
**BY:** Ron Walls, Assistant Fire Chief  
(Lora Rosendahl, FCT)  
**SUBJECT:** Community Facilities District (CFD) 94-01, Annexation 189

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## RECOMMENDED ACTION

It is recommended that the Fire District Board of Directors adopt Resolution No. HFPD 2017-18 admitting the following Annexation into the Community Facilities District (CFD) 94-01 and direct the Secretary of the Board to file the addition with the County Recorder:

HFPD 2017-18 Real property in the City of Hesperia, County of San Bernardino, State of California, described as follows: Parcel 1 of Parcel Map no. 19710, as per map recorded in Book 246, Pages 52 and 54 of Parcel Maps, in the Office of the County Recorder of said county. APN: 0405-072-42

## 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 189 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

Development of the Parcel Map 19710, APN 0405-072-42 (96 senior apartment units) is anticipated to provide a minimum of \$11,412.48 per year to the Community Facilities District for fire protection and emergency medical care services, as well as provide needed services to the Hesperia community.

**ATTACHMENT(S)**

1. Resolution HFPD 2017-18
2. Location Map

**RESOLUTION NO. HFPD 2017-18**

**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. 189)**

**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. 189; 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. 189 (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.189 has been submitted to this legislative body; and

**WHEREAS**, a legal description of such annexation identifying the area to be annexed as the Development of the PARCEL MAP NO. 19710, APN 0405-072-42 (96 senior apartment units) is anticipated to provide a minimum of \$11,412.48 per year to the Community Facilities District for fire protection and emergency medical care services, as well as provide needed services to the Hesperia community.

**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 December 15, 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 5<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Chair

ATTEST:

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

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





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# City of Hesperia STAFF REPORT



**DATE:** December 5, 2017

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

**FROM:** Nils Bentsen, City Manager

**BY:** Ron Walls, Assistant Fire Chief  
(Lora Rosendahl, FCT)

**SUBJECT:** Community Facilities District (CFD) 94-01, Annexation 190

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## RECOMMENDED ACTION

It is recommended that the Fire District Board of Directors adopt Resolution No. HFPD 2017-18 admitting the following Annexation into the Community Facilities District (CFD) 94-01 and direct the Secretary of the Board to file the addition with the County Recorder:

HFPD 2017-19 Real property in the City of Hesperia, County of San Bernardino, State of California, described as follows: Parcel 2 of Parcel Map No. 19710, as per map recorded in Book 246, Pages 52 and 54 of Parcel Maps, in the Office of the County Recorder of said county. APN 0405-072-70

## 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 190 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

Development of the Parcel Map 19710, APN 0405-072-70 (96 senior apartment units) is anticipated to provide a minimum of \$11,412.48 per year to the Community Facilities District for fire protection and emergency medical care services, as well as provide needed services to the Hesperia community.

**ATTACHMENT(S)**

1. Resolution HFPD 2017-19
2. Location Map

**RESOLUTION NO. HFPD 2017-19**

**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. 190)**

**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. 190; 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. 190 (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.190 has been submitted to this legislative body; and

**WHEREAS**, a legal description of such annexation identifying the area to be annexed as the Development of the PARCEL MAP NO. 19710, APN 0405-072-70 (96 senior apartment units) is anticipated to provide a minimum of \$11,412.48 per year to the Community Facilities District for fire protection and emergency medical care services, as well as provide needed services to the Hesperia community.

**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 December 15, 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.

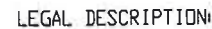
**ADOPTED AND APPROVED** this 5<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
Chair

ATTEST:

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

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



SECRETARY TO THE BOARD  
HESPERIA FIRE PROTECTION DISTRICT  
STATE OF CALIFORNIA

SECRETARY TO THE BOARD  
HESPERIA FIRE PROTECTION DISTRICT  
STATE OF CALIFORNIA

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

LEGEND:



CFR 94-01 PROPOSED AMENDED BOUNDARY



Page 81



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**DATE:** December 5, 2017

**TO:** Mayor and Council Members  
Chair and Board Members, Hesperia Housing Authority

**FROM:** Nils Bentsen, City Manager

**BY:** Brian D. Johnson, Assistant City Manager/Management Services  
Anne M. Duke, Deputy Finance Director  
Casey Brooksher, Budget/Finance Manager  
Juli Rull, Senior Management Analyst

**SUBJECT:** Audited Hesperia Housing Authority Financial Statements for Fiscal Year Ended June 30, 2017 and Housing Successor SB 341 Report

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## RECOMMENDED ACTION

It is recommended that the City Council and the Hesperia Housing Authority (HHA) Board receive and file the audited Hesperia Housing Authority - Component Unit Financial Statements for the Fiscal Year Ended June 30, 2017 and Housing Successor SB 341 Report.

## BACKGROUND

State law requires city governments to be audited each fiscal year by an independent auditor. City governments that receive Federal funding in excess of \$300,000 in a fiscal year are also required by Federal law to be audited.

The State of California Health and Safety Code §34176.1(f) requires that the housing successor (HHA) shall conduct, and provide to its governing body, an independent financial audit of the Low and Moderate Income Housing Asset fund within six months after the end of each fiscal year. In addition, the housing successor shall provide to its governing body the SB 341 report, as a component of the HHA audit.

## ISSUES/ANALYSIS

The Agency's independent auditor, White Nelson Diehl Evans LLP (WNDE) performed audit of the HHA for Fiscal Year 2016-17. The document that comprises the Financial Statements, commonly referred to as the Audit for the Authority, is the Hesperia Housing Authority – Component Unit Financial Statements – June 30, 2017.

As in previous years, the Comprehensive Annual Financial Report (CAFR), which reflects the Citywide Financial Statements, Component Unit Financial Statements for the Fire Protection District, Community Development Commission, HHA, and Water District, as well as the Single Audit, will be formally presented to the City Council in March or early April of 2018.

**FISCAL IMPACT**

There is no fiscal impact associated with this item.

**ALTERNATIVE(S)**

1. Provide alternative direction to staff.

**ATTACHMENT(S)**

1. June 30, 2017 Component Unit Financial Statements for the Hesperia Housing Authority
2. SB 341 Housing Successor Report

ATTACHMENT AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE

**AMENDED ATTACHMENT 2**

**HOUSING SUCCESSOR ANNUAL REPORT  
REGARDING THE  
LOW AND MODERATE INCOME HOUSING ASSET FUND  
FOR FISCAL YEAR 2016-17  
PURSUANT TO  
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)  
FOR THE  
HESPERIA HOUSING AUTHORITY**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and is dated as of December 5, 2017. This Report sets forth certain details of the Hesperia Housing Authority (Housing Successor) activities during Fiscal Year 2016-17 (Fiscal Year). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund for Fiscal Year 2016-17 (Fiscal Year), as a part of the 2017 Comprehensive Annual Financial Report, as prepared by White Nelson Diehl Evans, LLP (Audit), which Audit is separate from this annual summary Report; further, this Report conforms with and is organized into sections I. through XI., inclusive, pursuant to Section 34176.1(f) of the Dissolution Law.

- I. **Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposits for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.
- II. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.
- III. **Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.
- IV. **Statutory Value of Assets Owned by Housing Successor:** This section provides the stator value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.
- V. **Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.
- VI. **Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.



- VII. **Status of Compliance with Section 33334.16:** This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.
- VIII. **Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the housing Successor's plans to meet unmet obligations, if any.
- IX. **Income Test:** This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for five year period, with the time period beginning January 1, 2015 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.
- X. **Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deeds-restricted rental housing assisted individually or jointly by the housing successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report the ten-year period reviewed is July 1, 2004 to June 30, 2015.
- XI. **Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

This Report and the former redevelopment agency's pre-dissolution Implementation Plans are to be made available to the public on the City's website [www.cityofhesperia.us](http://www.cityofhesperia.us).

I. **AMOUNT DEPOSITED INTO LMIHAF**

A total of \$172,378 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, a total of \$0 was held for items listed on the ROPS,

II. **ENDING BALANCE OF LMIHAF**

At the close of the Fiscal Year, the ending balance in the LMIHAF was \$14,141,433 of which \$0 is held for items listed on the ROPS.

### III. DESCRIPTION OF EXPENDITURES FROM LMIHAF

The following is a description of expenditures from the LMIHAF by category:

	Fiscal Year 16-17
Monitoring & Administration Expenditures/Development Services	\$5,259,291
Homeless Prevention and Rapid Rehousing	
Services Expenditures	0
Housing Development Expenditures	
Expenditures on Low Income Units	0
Expenditures on Very-Low Income Units	0
Expenditures on Extremely-Low Income Units	0
Total Housing Development Expenditures	0
ADDITIONAL EXPENSE:	
Loss on land held for resale	0
Total LMIHAF Expenditures in Fiscal Year	\$5,259,291

### IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the housing Successor.

	As of End of Fiscal Year 16-17
Statutory Value of Real Property Owned by housing Authority	\$0
Value of Loans and Grants Receivable	21,876,374
Total Value of Housing Successor Assets	\$21,876,374

### V. DESCRIPTION OF TRANSFERS

The Housing Successor did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

### VI. PROJECT DESCRIPTIONS

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS.

**VII. STATUS OF COMPLIANCE WITH SECTION 33334.16**

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the project related to such real property.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset. In furtherance thereof, the Housing Successor does not have any real property.

**VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413**

**Replacement Housing:** According to the 2010-2014 Implementation Plan for the former redevelopment agency, no Section 33413(a) replacement housing obligations were transferred to the Housing Successor. The former redevelopment agency's implementation Plans are posted on the City's website at [www.cityofhesperia.us](http://www.cityofhesperia.us)

**Inclusionary/Production Housing:** According to the 2010-2014 Implementation Plan for the former redevelopment agency, no Section 33413(b) inclusionary/production housing obligations were transferred to the Housing Successor. The former redevelopment agency's Implementation Plans are posted on the City's website at [www.cityofhesperia.us](http://www.cityofhesperia.us)

**IX. EXTREMELY-LOW INCOME TEST**

Section 34176.1(a)(3)(B) requires that the Housing Successor must require at least 30% of the LMIHAF to be expended for development of rental housing affordable to and occupied by household earning 30% or less of the AMI. If the housing Successor fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest year following the report on households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement. This information is not required until 2019 for the 2014-2019 period.

It should be noted that the City is currently working with a non-profit organization to explore new affordable rental housing development with emphasis on veteran housing.

For informational purposes, the following provides the Housing Successor's Extremely-Low Income Housing Test as of FY 2015-16.

Extremely-Low Income Test	<u>FY 2016-17</u>
LMIHAF Spent on Extremely-Low Income Households	<u>\$0</u>
Total LMIHAF (Five Year Total)	0
Extremely-Low Income Test	0%

**X. SENIOR HOUSING TEST**

The Housing Successor is to calculate the percentage of units of deed restricted rental housing restricted to seniors and assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency and/or City within the same time period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Successor's Senior Housing Test for the 10 year period of July 1, 2005 and June 30, 2015.

<u>Senior Housing Test</u>	<u>July 1, 2005 and June 30, 2015</u>
# of Assisted Senior Rental Units	164
# of Total Assisted Rental Units	404
Senior Housing Percentage	41.0%

**XI. EXCESS SURPLUS TEST**

The LMIHAF has a \$0 Excess Surplus. The Housing Successor has three fiscal years to encumber, or transfer, the excess surplus, if any. The Housing Successor has not had an Excess Surplus since February 1, 2012.

# City of Hesperia STAFF REPORT



**DATE:** November 21, 2017  
**TO:** Mayor and City Council members  
**FROM:** Nils Bentsen, City Manager **SECOND READING AND ADOPTION**  
**BY:** Dave Reno, AICP, Principal Planner  
**SUBJECT:** Ordinance to Regulate Cannabis Related Activities

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## RECOMMENDED ACTION

The Planning Commission recommends that the City Council place on first reading Ordinance No. 2017-15 amending Title 16 of the Hesperia Municipal Code to regulate cannabis related development within the City of Hesperia, as well as expand the eligible area for delivery services. (DCA17-00005)

## BACKGROUND

On September 5, 2017, the City Council voted to introduce Ordinance No. 2017-16, to establish business license procedures and regulate cannabis related business activities in the City. The Council also considered Ordinance No. 2017-15 to establish zoning regulations, but remanded the Ordinance back to the Planning Commission to consider expanding the eligible area for cannabis delivery service businesses. The City Council discussed adding a portion of the Commercial Industrial Business Park zone district, located south of Smoke Tree Street, between Santa Fe Avenue, East and I Avenue (Attachment 2). This additional area would also be subject to the distance limitations specified in the ordinance. Therefore, only portions of this area would become eligible.

Portions of this land are undeveloped, but there are a variety of existing buildings that may be suitable to accommodate a delivery service. Staff prepared a revision to the portion of the cannabis ordinance pertaining to the eligible area described above (Attachment 2).

On October 12, 2017, the Planning Commission voted 3-2 to recommend the additional area to be eligible for delivery services. All other portions of the Title 16 zoning regulations remain the same as previously considered by the City Council.

**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 intensity of development allowed in the General Plan.

**Conclusion:** The Ordinance is consistent with the goals, policies and objectives of the General Plan as well as the direction of the City Council and will bring the City's cannabis related regulations into compliance with State law.



**ALTERNATIVE(S)**

1. The Council may eliminate or reduce the expanded area as shown on Attachment 2 (Exhibit “B” of the proposed ordinance).
2. Provide alternative direction to staff.

**ATTACHMENT(S)**

1. Ordinance No. 2017-15
2. Exhibit “A” (Title 16, Zoning and Development Requirements)
3. Zoning Map with expanded eligible delivery service locations (Exhibit “B”).

## ORDINANCE NO. 2017-15

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA AMENDING THE HESPERIA MUNICIPAL CODE TO BOTH PROHIBIT ALL COMMERCIAL CANNABIS ACTIVITIES EXCEPT FOR MEDICAL CANNABIS DELIVERIES FROM LIMITED USE DISPENSARIES, AS WELL AS TO REGULATE PERSONAL CANNABIS CULTIVATION, BY ADDING ARTICLE XIV (CANNABIS RELATED USES AND PROHIBITED ACTIVITIES) TO CHAPTER 16.16 OF TITLE 16, BY REPEALING SECTION 16.08.513 (MEDICAL MARIJUANA DISPENSARY) BY REPEALING SECTION 16.16.073 (MEDICAL MARIJUANA DISPENSARY), OF THE HESPERIA DEVELOPMENT CODE, AND BY FINDING AN EXEMPTION FROM CEQA (DCA17-00005)**

**WHEREAS**, the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”) was approved by California voters at the November 8, 2016 general election as Proposition 64; and

**WHEREAS**, the AUMA provides that the State of California will begin issuing licenses for cannabis businesses in 19 different categories, which are found in Business & Professions Code section 26050(a), and which categories include cannabis cultivation, dispensaries, manufacturing, testing, retailer, distributor, and microbusiness; and

**WHEREAS**, the AUMA’s Business & Professions Code section 26200(a) provides that local jurisdictions may prohibit persons from operating within the local jurisdiction under any or all of the 19 different state license categories described above; and

**WHEREAS**, the AUMA’s Business & Professions Code section 26055(e) provides that a state license may not be issued to an applicant whose operations would violate the provisions of any local ordinance or regulation; and

**WHEREAS**, the City Council of Hesperia now desires to expressly prohibit (to the fullest extent allowed under state law) any and all commercial cannabis activity otherwise allowed under AUMA and/or under any and all state licenses issued pursuant to the 19 different categories of state AUMA licenses described above (and as may be amended); and

**WHEREAS**, the AUMA’s Health & Safety Code section 11362.1(a)(3) make it lawful for any person 21 years of age or older to “[p]ossess, plant, cultivate, harvest, dry, or process not more than six living marijuana plants and possess the marijuana produced by the plants”; and

**WHEREAS**, the AUMA’s Health & Safety Code section 11362.2(b)(3), explicitly allows a city to “completely prohibit persons from engaging in [the personal cultivation of cannabis] outdoors upon the grounds of a private residence”; and

**WHEREAS**, the AUMA’s Health & Safety Code section 11362.2(b) explicitly allows a city to “enact and enforce reasonable regulations to reasonably regulate” the cultivation of cannabis permitted under Health & Safety Code section 11362.1(a)(3), so long as the city does not completely prohibit the cultivation of up to six plants “inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure”; and

**WHEREAS**, the AUMA’s Health & Safety Code section 11362.2(a)(2) further restricts such personal cannabis cultivation so that “[t]he living plants and any marijuana produced by the plants in excess of 28.5 grams are kept within the person’s private residence, or upon the grounds of that private residence, are in a locked space, and are not visible by normal unaided vision from a public place”; and

**WHEREAS**, the AUMA’s Health & Safety Code section 11362.2(a)(3) further restricts cannabis cultivation such that “[n]ot more than six living plants may be planted, cultivated, harvested, dried, or processed within a single private residence, or upon the grounds of that private residence, at one time”; and

**WHEREAS**, several California cities have reported negative impacts of cannabis cultivation and related activities, including but not limited to offensive odors, criminal activity, (such as trespassing, theft, violent robberies and robbery attempts, and the illegal sale and distribution of cannabis), and public health and safety concerns (such as fire hazards and problems associated with mold, fungus, and pests); and

**WHEREAS**, cannabis plants, as they begin to flower and for a period of two months or more, produce a strong odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors or if grown indoors without proper ventilation, odor control, and other regulations; and

**WHEREAS**, due to the value of cannabis plants and their strong smell (which alerts others to their locations), cannabis cultivation has been linked to break-ins, robbery, armed robbery, theft and attendant violence and injury, creating an increased risk to public safety; and

**WHEREAS**, unregulated cannabis cultivation can be harmful to the welfare of the surrounding community and its residents and constitute a public nuisance, in that cannabis cultivation has been shown to involve avoidance of environmental laws and regulations, and has resulted in the pollution of waters and navigable waterways in the State of California; and

**WHEREAS**, the indoor cultivation of cannabis has potential adverse effects to the structural integrity of the buildings in which cannabis is cultivated, and the use of high wattage grow lights and excessive use of electricity increases the risk of fire, which presents a clear and present danger to the buildings, its occupants, and neighboring buildings and residents; and

**WHEREAS**, unregulated indoor cultivation of cannabis can be harmful to the public health, safety and welfare, given electrical modifications risk fires, poor irrigation can cause mold, overloaded circuits can leave entire neighborhoods in the dark, plant chemicals can cause illness, improper carbon dioxide mixed with insufficient ventilation can cause injury or death, and structural changes put first responders in danger if they rush into the unknown; and

**WHEREAS**, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognize that the cultivation or other concentration of cannabis in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering and/or crime; and

**WHEREAS**, unregulated indoor cannabis cultivation is likely to generate these negative effects on the public health, safety, and welfare in the City, based on the experiences of other cities; and

**WHEREAS**, absent clear regulation, cannabis cultivation in the City poses a potential threat to the public peace, health, and safety, and, unless the City takes action to regulate it, the secondary impacts described above are likely to occur in the City; and

**WHEREAS**, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City, by regulating the personal indoor cultivation of cannabis; and

**WHEREAS**, pursuant to the above-described express statutory authority and its police power, the City has the authority to enact reasonable regulations for the indoor personal cultivation of up to six cannabis plants, to protect the public health, safety and welfare, by adding a new Article XIV (Cannabis Related Uses and Activities) with Section 16.16.455 (Personal Cultivation of Cannabis) to the Hesperia Municipal Code; and

**WHEREAS**, in October 2015, the State of California adopted AB 266, AB 243, and SB 643, which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"), to establish a comprehensive regulatory and licensing scheme for commercial medical cannabis operations; and

**WHEREAS**, the MCRSA provides that the State of California will begin issuing licenses for medical cannabis businesses in 17 different categories, which are found in Business & Professions Code sections

19300.7 and 19332, and which categories include medical cannabis cultivation, manufacturing, testing, dispensaries, distribution, and transportation; and

**WHEREAS**, the MCRSA's Business & Professions Code section 19320 requires a person to obtain both a state license in one of the categories described above, as well as a local permit, prior to engaging in any commercial medical cannabis activities; and

**WHEREAS**, on June 27, 2017 the State of California passed Senate Bill 94, integrating the regulation of Proposition 64 and existing medical marijuana law contained in the Compassionate Use Act, Assembly Bill 243, Senate Bill 643, and Assembly Bill 266; and

**WHEREAS**, Senate Bill 94 authorizes local jurisdictions to exercise regulations on marijuana businesses, whether adult or medicinal, engage in the collection of taxes related to those businesses, and exert local control over the manner in which the businesses operate; and

**WHEREAS**, The City Council declares that the following marijuana license types are hereby prohibited within the City of Hesperia:

- (1)A-Type 1—Cultivation; Specialty outdoor; Small.
- (2)A-Type 1A—Cultivation; Specialty indoor; Small.
- (3)A-Type 1B—Cultivation; Specialty mixed-light; Small.
- (4)A-Type 1C—Cultivation; Specialty cottage; Small.
- (5)A-Type 2—Cultivation; Outdoor; Small.
- (6)A-Type 2A—Cultivation; Indoor; Small.
- (7)A-Type 2B—Cultivation; Mixed-light; Small.
- (8)A-Type 3—Cultivation; Outdoor; Medium.
- (9)A-Type 3A—Cultivation; Indoor; Medium.
- (10)A-Type 3B—Cultivation; Mixed-light; Medium.
- (11)A-Type 4—Cultivation; Nursery.
- (12)A-Type 5—Cultivation; Outdoor; Large.
- (13)A-Type 5A—Cultivation; Indoor; Large.
- (14)A-Type 5B—Cultivation; Mixed-light; Large.
- (15)A-Type 6—Manufacturer 1.
- (16)A-Type 7—Manufacturer 2.
- (17)A-Type 8—Testing laboratory.
- (18)A-Type 9 – Non-Storefront Retailer.
- (19)A-Type 10—Retailer.

(20)A-Type 11—Distributor.

(21)A-Type 12—Microbusiness.

(1)M-Type 1—Cultivation; Specialty outdoor; Small.

(2)M-Type 1A—Cultivation; Specialty indoor; Small.

(3)M-Type 1B—Cultivation; Specialty mixed-light; Small.

(4)M-Type 1C—Cultivation; Specialty cottage; Small.

(5)M-Type 2—Cultivation; Outdoor; Small.

(6)M-Type 2A—Cultivation; Indoor; Small.

(7)M-Type 2B—Cultivation; Mixed-light; Small.

(8)M-Type 3—Cultivation; Outdoor; Medium.

(9)M-Type 3A—Cultivation; Indoor; Medium.

(10)M-Type 3B—Cultivation; Mixed-light; Medium.

(11)M-Type 4—Cultivation; Nursery.

(12)M-Type 5—Cultivation; Outdoor; Large.

(13)M-Type 5A—Cultivation; Indoor; Large.

(14)M-Type 5B—Cultivation; Mixed-light; Large.

(15)M-Type 6—Manufacturer 1.

(16)M-Type 7—Manufacturer 2.

(17)M-Type 8—Testing laboratory.

(18)M –Type 10, Retailer.

(19)M-Type 11—Distributor.

(20)M-Type 12—Microbusiness.

**WHEREAS**, The Medical Marijuana License Type = M-Type 9, non-storefront Retailer; shall be allowed to operate within the City of Hesperia, subject to all regulations herein, the regulations contained in Ordinance 2017-15 (as adopted or amended), the Hesperia Municipal Code, and State Law governing such license type; and

**WHEREAS**, The City Council desires to adopt regulations related to the allowed business type, M-Type 9 – Non-storefront Retailer; and

**WHEREAS**, the City Council of Hesperia in 2005, consistent with the Compassionate Use Act of 1996 and the Medical Marijuana Program Act of 2003, prohibited within the City of Hesperia all medical marijuana dispensaries, and the express intent of this ordinance is to maintain that prohibition, through prohibiting all cannabis business activities, regardless of whether such cannabis business activities are not-for-profit, collectives, cooperatives, for-profit, or engaged in for any other reason; and

**WHEREAS**, this Ordinance is enacted, consistent with the Compassionate Use Act of 1996, the Medical Marijuana Program Act of 2003, the Medical Cannabis Regulation and Safety Act of 2015, and the Adult Use of Marijuana Act of 2016, to protect the public health, safety, and welfare of City residents in relation to cannabis related uses and activities; and

**WHEREAS**, pursuant to the above-described express statutory authority and its police power, the City has the authority to prohibit and/or regulate commercial cannabis activities (whether not-for-profit or for-profit) that may otherwise be permitted by the State of California under the AUMA and/or the MCRSA, by adding a new Article XIV (Cannabis Related Uses and Prohibited Activities) to the Hesperia Municipal Code; and

**WHEREAS**, nothing in this Ordinance shall be construed to: (1) allow any person to engage in conduct that endangers others or causes a public nuisance; or (2) allow any activity relating to the cultivation, distribution, or consumption of cannabis that is illegal under state or federal law; and

**WHEREAS**, this Ordinance will affect all properties city-wide; and

**WHEREAS**, on July 13, 2017, the Planning Commission conducted a duly noticed public hearing on this Ordinance and recommended that the City Council adopt the same; and

**WHEREAS**, on October 12, 2017, the Planning Commission conducted a duly noticed public meeting to review an expanded area eligible for delivery dispensaries and recommended that the City Council adopt this expanded area; and

**WHEREAS**, on September 5, 2017 and November 21, 2017, the City Council conducted duly noticed public hearings on this Ordinance, and all testimony received was made a part of the public record; and

**WHEREAS**, the City Council has duly considered all information presented to it, including the Planning Commission findings, Planning Commission Resolutions Nos. PC-2017-14 and PC-2017-32, written staff reports, and any testimony provided at the public hearing; and

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

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HESPERIA FINDS AND ORDAINS AS FOLLOWS:**

**SECTION 1. THE CITY COUNCIL OF THE CITY OF HESPERIA HEREBY MAKES THE FOLLOWING FINDINGS:**

- A. The recitals set forth above are all true and correct and are incorporated herein.
- B. The prohibitions on cannabis activities established by this Ordinance are reasonable and necessary to protect the public health, safety and welfare, and are enacted pursuant to the authority granted to the City by state law.
- C. The regulations of the indoor personal cultivation of cannabis established by this Ordinance are reasonable and necessary to protect the public health, safety and welfare, and are enacted pursuant to the authority granted to the City by state law.

**SECTION 2. CEQA.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) because it can



be seen with certainty that it will not have a significant effect or physical change to the environment. The proposed amendment to the Hesperia Municipal Code would not cause a significant effect on the environment.

**SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

**SECTION 4.** Title 16 the Hesperia Municipal Code is hereby revised as set forth in “Exhibit A”.

**SECTION 5.** The map of Marijuana Shops – Restricted Areas is hereby adopted as shown in “Exhibit B” (and as may be amended from time to time).

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

**SECTION 7. CERTIFICATION.** The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted and codified in the manner required by law.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council on this 5th day of December 2017.

\_\_\_\_\_  
a ss, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric Dunn, City Attorney

## ATTACHMENT 2

### EXHIBIT “A”

Section 16.08.513 (Medical marijuana dispensary) of Chapter 16.08 (Definitions) of Title 16 (Development Code) of the Hesperia Municipal Code is hereby repealed and deleted in its entirety.

Section 16.16.073 (Medical marijuana dispensary) of Article III (Additional Uses) of Chapter 16.16 (Land Use Designations) of Title 16 (Development Code) of the Hesperia Municipal Code is hereby repealed and deleted in its entirety.

ARTICLE XIV (Cannabis Related Uses and Prohibited Activities) is hereby added to Chapter 16.16 of Title 16 of the Hesperia Development Code:

#### **Article XIV. Cannabis Related Uses and Prohibited Activities**

Sec. 16.16.440 - Purpose and Intent

Sec. 16.16.445 - Definitions

Sec. 16.16.450 - Prohibition of Non-Medical Cannabis Commercial Activities

Sec. 16.16.455 - Personal Cultivation of Cannabis

Sec. 16.16.460 - Prohibition of Medical Cannabis Commercial Activities

Sec. 16.16.465 - Delivery of Medical Cannabis

Sec. 16.16.470 - Conditions for Establishment and Operation of a Delivery Dispensary

Sec. 16.16.475 - Industrial Hemp

#### **Sec. 16.16.440 - Purpose and Intent**

- A. In order to preserve public health, safety and welfare of the residents and businesses within the City, the declared purpose of this article is to prohibit all cannabis-related businesses, activities and uses (unless local control is otherwise preempted by state law), with a limited exception for medical cannabis deliveries and personal indoor cannabis cultivation, as provided for herein.
- B. This article is not intended to interfere with a patient's right to obtain medical cannabis, as provided for in California Health & Safety Code Section 11362.5. This article is not intended to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. §§ 800 et seq., nor to otherwise permit any activity that is prohibited under that Act or any other local, state or federal law, statute, rule or regulation.

#### **Sec. 16.16.445 - Definitions**

The definition of all terms used in this Article shall be as defined below and as defined by Chapter 16.08 (with this Section taking precedence over Chapter 16.08 in the event of conflict). Any ambiguity in the definitions used herein shall be resolved in favor of the City's understanding of the term.

“Accrediting body” means a nonprofit organization that requires conformance to ISO/IEC 17025 requirements and is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement for Testing.

“Applicant,” (consistent with exemptions provided by Section 19319 of the Business and Professions Code), means the following:

## ATTACHMENT 2

(1) Owner or owners of a proposed facility, including all persons or entities having ownership interest other than a security interest, lien, or encumbrance on property that will be used by the facility.

(2) If the owner is an entity, "owner" includes within the entity each person participating in the direction, control, or management of, or having a financial interest in, the proposed facility.

(3) If the applicant is a publicly traded company, "owner" means the chief executive officer or any person or entity with an aggregate ownership interest of 5 percent or more.

"Bureau" means the Bureau of Marijuana Control within the Department of Consumer Affairs.

"Cannabinoid" or "phytocannabinoid" means a chemical compound that is unique to and derived from cannabis.

"Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean "industrial hemp" as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code."

"Cannabis accessories" means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body.

"Cannabis concentrate" means manufactured cannabis that has undergone a process to concentrate the cannabinoid active ingredient, thereby increasing the product's potency. An edible cannabis product is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.

"Cannabis products" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

"Certificate of accreditation" means a certificate issued by an accrediting body to a licensed testing laboratory, entity, or site to be registered in the state.

"Commercial cannabis activity" includes cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, labeling, distribution, delivery or sale of cannabis or a cannabis product; except, as set forth in Section 19319 of the Business and Professions Code, related to qualifying patients and primary caregivers; and, as applicable, except as set forth in Section 16.16.455 (Personal Cultivation of Cannabis) of this Article XIV.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Cultivation site" means a facility where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or that does all or any combination of those activities.

## ATTACHMENT 2

“Delivery” means the commercial transfer of cannabis or cannabis products from a dispensary; in the case of delivery of medical cannabis or medical cannabis products, the commercial transfer of cannabis or cannabis products from a dispensary is up to an amount determined by the bureau to a primary caregiver or qualified patient as defined in Section 11362.7 of the Health and Safety Code. “Delivery” also includes the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed under state law, that enables customers (or in the case of medical cannabis or medical cannabis products, qualified patients or primary caregivers) to arrange for or facilitate the commercial transfer by a licensed dispensary of cannabis or cannabis products.

“Delivery dispensary” means a dispensary, with a permanent fixed location within the City, limited to retail sales of medical cannabis, or medical cannabis products, occurring exclusively through delivery. All retail sales are prohibited at the physical location of the delivery dispensary.

“Director” means the City of Hesperia Director of Development Services, and includes his/her designee(s).

“Dispensary” means a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers, pursuant to express authorization under the provisions of this Article, cannabis and cannabis products as part of a retail sale.

“Dispensing” means any activity involving the retail sale of cannabis or cannabis products from a dispensary.

“Distribution” means the procurement, sale, and transport of cannabis and cannabis products between entities licensed for commercial cannabis activities.

“Distributor” means a person licensed to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a licensed manufacturer, for sale to a licensed dispensary.

“Dried flower” means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

“Edible cannabis product” means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food as defined by Section 109935 of the Health and Safety Code or a drug as defined by Section 109925 of the Health and Safety Code.

“Identification card” means a document issued by the State Department of Health Services that document identifies a person authorized to engage in the medical use of cannabis.

“Identification program” means the universal identification certificate program for commercial medical cannabis activity authorized by Chapter 3.5 (Medical Cannabis Regulation and Safety Act) of Division 8 of the Business and Professions Code.

“Industrial hemp” means a fiber or oilseed crop, or both, that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of 1 percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.

“Licensee” means a person issued a state license under Chapter 3.5 (Medical Cannabis Regulation and Safety Act) of Division 8 (Special Business Regulations) of the Business and Professions Code, or Division 10 (Marijuana) of the Business and Profession Code, to engage in commercial cannabis activity.

“Licensing authority” means the state agency responsible for the issuance, renewal, or reinstatement of the license.

## ATTACHMENT 2

“Live plants” means living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

“Manufactured cannabis” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product.

“Manufacturer” means a person that conducts the production, preparation, propagation, or compounding of manufactured cannabis, as described in the term “manufacturing site” as defined herein, or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

“Manufacturing site” means a location that produces, prepares, propagates, or compounds manufactured cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a licensee for these activities.

“Marijuana” has the same definition as “cannabis” provided in this Article.

“Medical cannabis” or “medical cannabis product” means a product containing cannabis, including, but not limited to, concentrates and extractions, used for medical purposes in accordance with the Compassionate Use Act (Health and Safety Code section 11362.5), the Medical Marijuana Program Act (Health and Safety Code sections 11362.7 et seq.), and the Medical Marijuana Regulation and Safety Act of 2015. For the purposes of this article, “medical cannabis” does not include “industrial hemp” as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

“Nursery” means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.

“Permit,” “local license,” or “local permit” means an official document granted by the City of Hesperia that specifically authorizes a person to conduct commercial cannabis activity in the City.

“Person with an identification card” means an individual who is a qualified patient who has applied for and received a valid identification card pursuant to Article 2.5 (Medical Marijuana Program), Chapter 6, Division 10 of the Health and Safety Code, and as may be amended.

“Place of worship” means an establishment which has the principal purpose of religious worship (e.g., church, synagogue, mosque, temple)

“Primary Caregiver” has the same meaning as the term “primary caregiver” is defined in Section 11362.7 of the Health and Safety Code, and as may be amended, and is subject to the limitations of Section 11362.7(e) of the Health and Safety Code, as may be amended, which provides that a “primary caregiver shall be at least 18 years of age, unless the primary caregiver is the parent of a minor child who is a qualified patient or a person with an identification card or the primary caregiver is a person otherwise entitled to make medical decisions under state law pursuant to Sections 6922, 7002, 7050, or 7120 of the Family Code.”

“Private residence” has the same meaning as the term is defined in Section 11362.2(b)(5) of the Health and Safety Code, and as may be amended, which provides that private residence “means a house, an apartment unit, a mobile home, or other similar dwelling.”

“Qualified patient” has the same meaning as that term is defined in Health and Safety Code section 11362.7, and as may be amended, and which “means a person who is entitled to the protections of Section 11362.5 of the Health and Safety Code, but who does not necessarily have an identification card.”

## ATTACHMENT 2

“State license,” “license,” or “registration” means a state license issued pursuant to Chapter 3.5 (Medical Cannabis Regulation and Safety Act) of Division 8 (Special Business Regulations) of the Business and Professions Code, or Division 10 (Marijuana) of the Business and Professions Code.

“Testing laboratory” means the premises where tests are performed on cannabis or cannabis products and that hold a valid certificate of accreditation.

“Topical cannabis” means a product intended for external use. A topical cannabis product is not considered a drug as defined by Section 109925 of the Health and Safety Code.

“Transport” means the transfer of cannabis or cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized under state law.

“Transporter” means a permitted person issued a state license by the bureau to transport cannabis or cannabis products in an amount above a threshold determined by the bureau between permitted facilities that have been issued a state license pursuant to state law.

### **Sec. 16.16.450 - Prohibition of Non-Medical Commercial Cannabis Activities**

- A. All non-medical commercial cannabis activities (including non-profit operations) within the City are prohibited, including but not limited to the state license classifications listed below as provided for in Business and Professions Code § 26050:

(1)A-Type 1—Cultivation; Specialty outdoor; Small.

(2)A-Type 1A—Cultivation; Specialty indoor; Small.

(3)A-Type 1B—Cultivation; Specialty mixed-light; Small.

(4)A-Type 1C—Cultivation; Specialty cottage; Small.

(5)A-Type 2—Cultivation; Outdoor; Small.

(6)A-Type 2A—Cultivation; Indoor; Small.

(7)A-Type 2B—Cultivation; Mixed-light; Small.

(8)A-Type 3—Cultivation; Outdoor; Medium.

(9)A-Type 3A—Cultivation; Indoor; Medium.

(10)A-Type 3B—Cultivation; Mixed-light; Medium.

(11)A-Type 4—Cultivation; Nursery.

(12)A-Type 5—Cultivation; Outdoor; Large.

(13)A-Type 5A—Cultivation; Indoor; Large.

(14)A-Type 5B—Cultivation; Mixed-light; Large.

(15)A-Type 6—Manufacturer 1.

(16)A-Type 7—Manufacturer 2.



## ATTACHMENT 2

(17)A-Type 8—Testing laboratory.

(18)A-Type 9 – Non-Storefront Retailer.

(19)A-Type 10—Retailer.

(29)A-Type 11—Distributor.

- B. The prohibition provided by this section includes any activities authorized under new or revised state licenses, or any other state authorization, to allow any type, category or classification of non-medical cannabis commercial activities, or similar operations (including non-profit, collective or cooperative operations).

### **Sec. 16.16.455 - Personal Cultivation of Cannabis**

Individuals twenty-one (21) years of age or older desiring to possess, plant, cultivate, harvest, dry, or process not more than six (6) living cannabis plants and possess the cannabis produced by the plants (as authorized by Section 11362.1 of the Health and Safety Code, and as may be amended from time to time) shall comply with the following reasonable regulations:

- A. Outdoor cultivation of cannabis is expressly prohibited in all zoning districts of the City.
- B. The six (6) living plants and any cannabis produced by the plants shall be planted, cultivated, harvested, dried, and processed within a private residence.
- C. The six (6) living plants and any cannabis produced by the plants in excess of 28.5 grams shall be kept within a locked room within the person's private residence, or be kept within an enclosed locked structure on, or within, the person's private residence. "Enclosed locked structure" means a structure that:
1. Does not allow for the visibility of the interior from the outside;
  2. Is secured with locks;
  3. Is completely surrounded on all sides by a wall or other barrier; and
  4. Is roofed or otherwise secured from entry.
- D. Enclosed locked structures may include greenhouses and accessory buildings meeting the requirements contained in this Section.
- E. Persons possessing, planting, cultivating, harvesting, drying, or processing not more than six (6) living cannabis plants and possessing the cannabis produced by the plants pursuant to this Section shall register with the Director, provide information on forms provided by the Director, and pay a fee as approved by City Council resolution; said registration shall be renewed with the City annually. Consistent with the intent of this Article, the Director is authorized to clarify and/or supplement in writing these procedures.
- F. If the registrant is not the property owner, the registration required pursuant to Paragraph E shall include written and notarized permission from the owner of the private residence; said permission shall be notarized within 30 days of the date the registration is submitted to the City.

### **Sec. 16.16.460 - Prohibition of Medical Commercial Cannabis Activities**

- A. All medical commercial cannabis activities (including non-profit operations) within the City are prohibited, including but not limited to the state license classifications listed below as provided for in Business and Professions Code § 19300.7 (notwithstanding the limited exemption provided in

## ATTACHMENT 2

Section 16.16.465 for a M-Type 10 (Retailer) license in conjunction with a valid and current delivery dispensary permit):

- (1)M-Type 1—Cultivation; Specialty outdoor; Small.
- (2)M-Type 1A—Cultivation; Specialty indoor; Small.
- (3)M-Type 1B—Cultivation; Specialty mixed-light; Small.
- (4)M-Type 1C—Cultivation; Specialty cottage; Small.
- (5)M-Type 2—Cultivation; Outdoor; Small.
- (6)M-Type 2A—Cultivation; Indoor; Small.
- (7)M-Type 2B—Cultivation; Mixed-light; Small.
- (8)M-Type 3—Cultivation; Outdoor; Medium.
- (9)M-Type 3A—Cultivation; Indoor; Medium.
- (10)M-Type 3B—Cultivation; Mixed-light; Medium.
- (11)M-Type 4—Cultivation; Nursery.
- (12)M-Type 5—Cultivation; Outdoor; Large.
- (13)M-Type 5A—Cultivation; Indoor; Large.
- (14)M-Type 5B—Cultivation; Mixed-light; Large.
- (15)M-Type 6—Manufacturer 1.
- (16)M-Type 7—Manufacturer 2.
- (17)M-Type 8—Testing laboratory.
- (18)M-Type 10 – Retailer.
- (19)M-Type 11—Distributor.
- (20)M-Type 12—Microbusiness.

- B. This prohibition provided by this section includes any activities authorized under new or revised state licenses, or any other state authorization, to allow any type, category or classification of medical commercial cannabis activities, or similar operations (including non-profit, collective or cooperative operations), including, but not limited to, Type 1C, or “specialty cottage,” cultivator license types as provided for in Business and Professions Code § 19332(g)(4).
- C. The prohibition provided by this section includes medical cannabis collectives and cooperatives that operate pursuant to Health and Safety Code § 11362.775, the Compassionate Use Act, the Medical Marijuana Program Act, or otherwise.

### **Sec. 16.16.465 - Delivery of Medical Cannabis**

## ATTACHMENT 2

- A. The delivery of medical cannabis within the City to qualified patients or persons with an identification card, in accordance with a doctor's recommendation, is prohibited except for as allowed by this section.
- B. The establishment and operation of a medical cannabis delivery service with a permanent fixed location within the City, under state license M- Type 9 (Non-Storefront Retailer), as provided for in Business and Professions Code § 19300.7(n), is permitted subject to issuance by the City of a regulatory permit authorizing a delivery dispensary, as provided for in Title 5 ("Business Licenses and Regulations"), and the continued maintenance in good standing of such regulatory permit.

### **Sec. 16.16.470 - Conditions for Establishment and Operation of a Delivery Dispensary**

The establishment and operation of a delivery dispensary is subject to the following conditions:

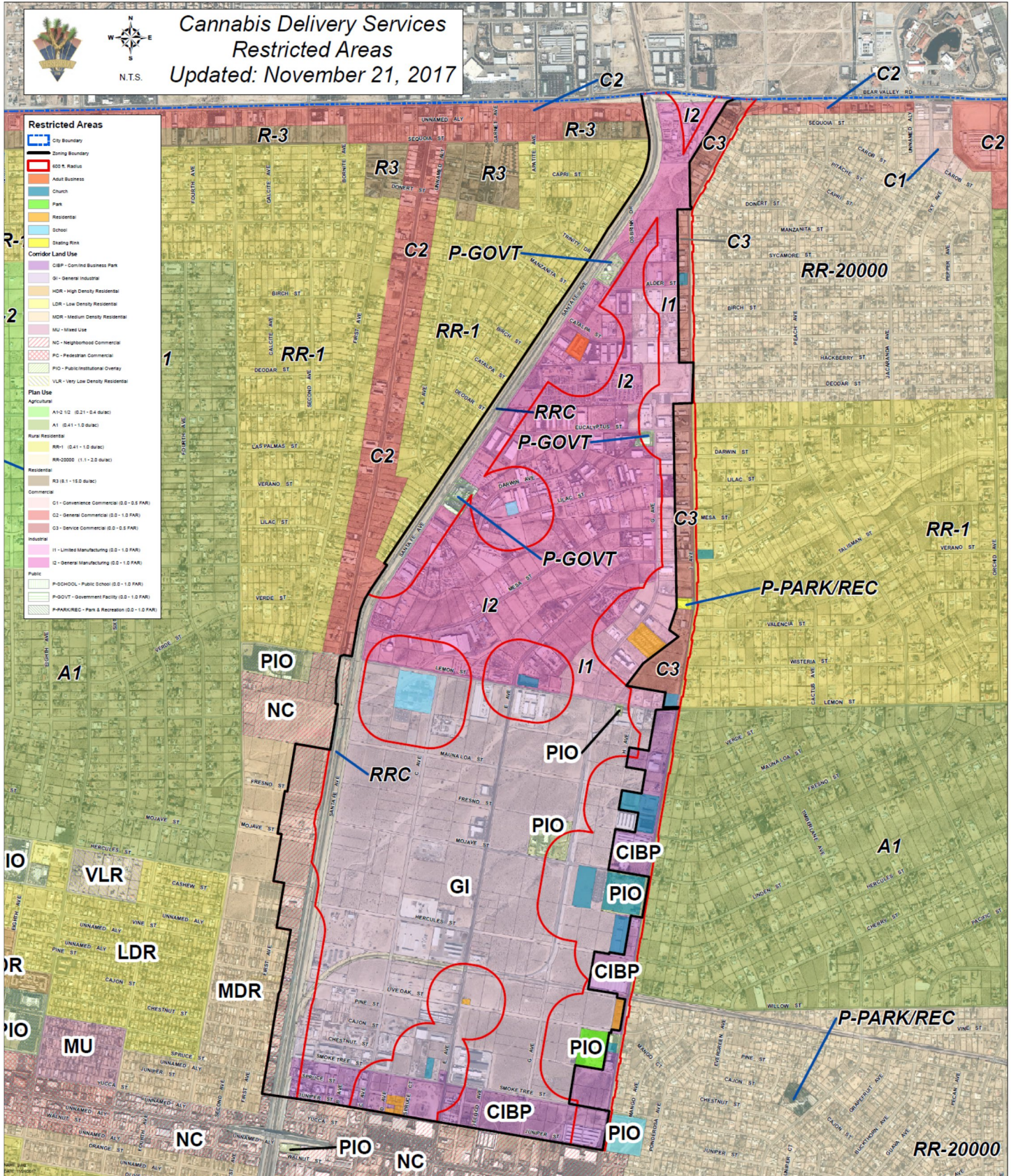
- (1) A delivery dispensary shall only be permitted within the General Industrial (G-I) zone district or the Limited Manufacturing (I-1) or General Manufacturing (I-2) General Plan designations.
- (2) A delivery dispensary shall be permitted within the Commercial Industrial Business Park (CIBP) zone district, and only within the area bounded by Smoke Tree Street, "I" Avenue, Juniper Street and Santa Fe Avenue East, and subject to the distance restrictions defined in this section.
- (3) The maximum floor area of any delivery dispensary shall be 10,000 square feet.
- (4) A delivery dispensary shall be located at least 600 feet from any residence, any residential or agricultural zone, any place of worship, school, park, playground, day care center or other location where children regularly congregate.
- (5) A delivery dispensary must be located at least 600 feet from any adult business, liquor store, hookah lounge, massage facility, or residential care facility.
- (6) The distance between any delivery dispensary and any residential or agricultural zone, any place of worship, school, park, playground, day care center, or other location where children regularly congregate, shall be measured in a straight line, without regard to intervening structures, from the closest exterior structural wall of the delivery dispensary office to the closest property line of the residential or agricultural zone, any place of worship, school, park, playground, day care center or other location where children regularly congregate.
- (7) Where the 600-foot distance as measured from any of the uses listed above, except for a school, day care center or youth center, and the measurement crosses a property line, the entire property and any structures located therein, are deemed eligible for the location of a delivery service.
- (8) The delivery dispensary shall be operated in accordance with all City codes, as well as the Medical Cannabis Regulation and Safety Act (including but not limited to Section 19340 of the Business and Professions Code), the Compassionate Use Act, and the Medical Marijuana Program Act.

### **Sec. 16.16.475 - Industrial Hemp**

The possession, use, purchase, sale, cultivation, processing, manufacture, packaging, labeling, transporting, storage, distribution, use and transfer of industrial hemp shall not be subject to the provisions of this Article or of Division 10 (commencing with Section 26000) of the Business and Professions Code, but instead shall be regulated by the Department of Food and Agriculture in accordance with the provisions of Division 24 (commencing with Section 81000) of the Food and Agricultural Code, inclusive.



ATTACHMENT 3  
EXHIBIT "B"





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# City of Hesperia STAFF REPORT



**DATE:** December 5, 2017  
**TO:** Mayor and Council Members  
**FROM:** Nils Bentsen, City Manager  
**BY:** Michael Blay, Director of Development Services  
**SUBJECT:** Development Impact Fee Study

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## RECOMMENDED ACTION

It is recommended that the City Council receive the information provided, and provide direction to Staff on the Development Impact Fee Study and resulting proposed fees.

## BACKGROUND

In March 2005 Reiter Lowry Consultants began performing a Development Impact Fee (DIF) Nexus Study for the City. The study comprehensively evaluated the City's expansion needs to accommodate new development. On December 20, 2006 the City Council adopted Resolution 2006-115 setting DIF fees for new development. In addition, the Council approved an adjustment to the Streets DIF fees in February 2008 in order to maintain compliance with the San Bernardino County Associated Government (SANBAG) Development Mitigation Program increase.

On April 2, 2013, the City Council enacted a "Pilot Project," reducing certain City and Water District Development Impact Fee (DIF) components in order to achieve an overall 25% reduction of City DIF for permits issued within an 18-month period (between April 2, 2013 and October 2, 2014). This reduction only applied to in-fill single family residential development within existing, recorded tracts/lots.

Further, on November 19, 2013, the City Council approved a request by a developer to expand the DIF reduction program to also include unrecorded subdivisions/tracts. Consequently, the reduction currently applies to all single family residential development. Since that time, several extensions of the Pilot Program discount have been approved by the Council.

Beginning in March 2016 an Ad Hoc Committee consisting of Council Members Paul Russ and Russ Blewett as well as City Staff and consultants from David Taussig & Associates began meeting to evaluate the current DIF fees and conduct a nexus study of applicable projects. City staff examined the City's infrastructure needs to accommodate new development. The needs list included Police & Fire, Animal Control Facilities, City Hall Facilities, Records Storage Facilities, Drainage, and Transportation.

On November 7, 2017 Council requested additional time to review the DIF study and directed staff to return this item at the December 5, 2017 meeting.

## **ISSUES/ANALYSIS**

Government Code Section 66000, enacted by the State of California in 1987, enables cities to establish development impact fees for the purpose of mitigating the cost of additional municipal facilities as a result of new development. It is appropriate for municipal governments to periodically evaluate their fee structures and conduct studies to determine whether the fees collected are an adequate representation of costs incurred. The previous study was completed more than ten (10) years ago and required updating. The current nexus study, performed by David Taussig & Associates, utilized project information, demographic information, and industry accepted assumptions to prepare the attached report.

The City's infrastructure needs will always outpace its ability to collect a corresponding fee so careful consideration was given to the projects included in the nexus study. The projects identified by the Ad Hoc committee were deemed critical to the successful development of the City and were included in the study.

Staff is requesting the City Council review the DIF fees proposed by the Ad Hoc committee and provide direction to staff on whether to implement the proposed fees or some amended version thereof. Following direction from Council, a staff report will be prepared and a future public hearing held. The adopted fees will be implemented 60 days following the public hearing.

## **FISCAL IMPACT**

Development Impact Fees are an important source of revenue that allows the City to pay for the expansion of infrastructure projects triggered by new development. The revenue will fluctuate based on building activity and a component of the annual budget is an estimate of construction permits issued.

## **ALTERNATIVE(S)**

1. Provide alternate direction to staff.

## **ATTACHMENT(S)**

1. Fee Summary Memorandum prepared by David Taussig & Associates
2. Current Development Impact Fee Schedule

**MEMORANDUM****October 20, 2017**

TO: Brian Johnson, City of Hesperia  
Nils Bentsen, City of Hesperia

FROM: Andrea Roess, Managing Director  
Steve Runk, Vice President  
Nehal Thumar, Vice President

SUBJECT: Draft DIF Technical Study

This memo serves as a brief description of the draft fee study analysis that David Taussig & Associates, Inc. prepared for the City. DTA has had numerous meetings with City staff members and the Council subcommittee. The draft analysis is expected to be presented to the entire City Council at a Council meeting in the near future. Once the City Council has approved the proposed fee amounts in concept, we will begin preparing the full fee study report which will then come back to City Council for approval. This memo provides a summary of our analysis and a description of each of the fee categories. The detailed demographics and fee calculations are included as Exhibit A herein ("DTA's Current Fee Study Model").

Please see below for a summary of the proposed fee amounts for each fee category by land use.

**City of Hesperia  
Development Impact Fee Summary**

Development Impact Fee Category	Area to Which the Fee is Imposed	Single Family Residence (Per Unit)	Multi-Family Residence (Per Unit)	Commercial/Office/Retail (Per 1,000 SF)	Industrial (Per 1,000 SF)	Hotel/Motel (per Room) [1]
Fire Suppression Facilities	City-Wide (Does not Include Tapestry)	\$652	\$494	\$188	\$915	\$88
Police Facilities	City-Wide (Includes Tapestry)	\$10	\$8	\$4	\$16	\$2
Animal Control Facilities	City-Wide (Includes Tapestry)	\$223	\$179	\$0	\$0	\$0
City Hall Facilities	City-Wide (Includes Tapestry)	\$530	\$426	\$203	\$837	\$81
Records Storage Facilities	City-Wide (Includes Tapestry)	\$26	\$21	\$10	\$41	\$4
Drainage Facilities	City-Wide (Includes Tapestry)	\$963	\$367	\$300	\$632	\$213
Transportation Facilities	City-Wide (Does not Include Tapestry)	\$9,976	\$6,911	\$13,833	\$7,266	\$9,299
<b>Total</b>		<b>\$12,381</b>	<b>\$8,407</b>	<b>\$14,538</b>	<b>\$9,707</b>	<b>\$9,686</b>

[1] Drainage Fee for Hotel/Motel category is on a per gross acreage basis

## **Demographics**

In order to determine the public facilities needed to serve new development as well as establish proposed fee amounts to fund such facilities, DTA coordinated with the City's planning department to establish the existing and future demographics and development data used in our Fee Study Model. For purposes of the projection of future population and employment growth, the City categorizes developable land uses as residential and non-residential property. Residential property is further categorized into Single Family and Multi-family residences. Non-residential property is further categorized into Commercial/Office/Retail, Industrial, and Hotel/Motel uses. Based on these designations, DTA established fees for these land use categories to acknowledge the difference in impacts resulting from various land uses and to make the resulting fee program implementable.

Data sources include California Department of Finance, the City of Hesperia's 2010 General Plan, the Environmental Impact Report for Tapestry Specific Plan, Southern California Association of Governments (SCAG), and other information provided by the City.

As shown on Page 1 of the Fee Study Model (Exhibit A), the total development expected at buildout (2040) (excluding the Tapestry Specific Plan) consists of 137,391 residents, 41,633 residential units, 28,344 employees, 605 Hotel/Motel rooms and 13.59 million SF of non-residential buildings.

The total development expected at buildout (2040) (including the Tapestry Specific Plan) consists of 185,071 residents, 57,829 residential units, 30,094 employees, 605 Hotel/Motel rooms, and 14.29 million SF of non-residential buildings.

To ensure that a reasonable relationship is maintained within the proposed fee structure, our Fee Study Model uses an Equivalent Dwelling Unit ("EDU"), Equivalent Runoff Unit ("ERU"), or Average Daily Trip ("ADT") methodology. This approach uses, for given land uses, a method of comparison of that land use to a baseline land use, using a common demand variable. Each land use has different levels of demand for the new facilities depending upon the demand variable most closely related to the determination of the size, extent and cost of the facility in question.

Please see below for a brief summary of each fee category. Please note that all of the facilities needs and costs indicated herein were provided by the City.

## **Fire Suppression Facilities**

As shown on Page 2, Table 2 of Exhibit A, the total project cost for the proposed Fire Suppression Facilities is \$19,173,000, of which 47.06% of the costs will be allocated to existing development and 52.94% of the costs will be financed through the Fire Suppression Facilities Impact Fee. The Fire Suppression Fee will fund the construction of two new fire stations, as well as a 4,200 sq. ft. expansion of an existing fire station. The proposed fee is calculated based on a proportionate share of total Equivalent Dwelling Units (EDUs), with a credit applied to the existing development and excluding the Tapestry Specific Plan.

## **Police Facilities**

As shown on Page 3, Table 1 of Exhibit A, the total project cost needed for the proposed Police Facilities is \$680,826, of which 50.46% of the costs will be allocated to existing development and 49.54% of the costs will be financed through the Police Facilities Impact Fee. The Police

Facilities Fee will be used to fund new police cameras and equipment. The proposed fee is calculated based on a proportionate share of total EDUs and includes the Tapestry Specific Plan.

### **Animal Control Facilities**

As shown on Page 4, Table 2 of Exhibit A, the total project cost needed for the proposed Animal Control Facilities is \$12,600,000, of which 50.00% of the costs will be allocated to existing development and 50.00% of the costs will be financed through the Animal Control Facilities Impact Fee. The Animal Control Facilities Fee will be used to fund the construction of a new 36,000 sq. ft. animal control facility. The proposed fee is calculated based on a proportionate share of total EDUs and includes the Tapestry Specific Plan.

### **City Hall Facilities**

As shown on Page 5, Table 2 of Exhibit A, the total project cost needed for the proposed City Hall Facilities is \$19,782,375, of which 87.25% of the costs will be financed through the City Hall Facilities Impact Fee and 12.75% of the costs will be financed through the City's General Fund. The City Hall Facilities Fee will be used to pay the outstanding debt service on the 2013 Civic Plaza Bonds. The proposed fee is calculated based on the expected total number of future EDUs and includes the Tapestry Specific Plan.

### **Records Storage Facilities**

As shown on Page 6, Table 2 of Exhibit A, the total project cost needed for the proposed Record Storage Facilities is \$1,716,000, of which 50.46% of the costs will be allocated to existing development and 49.54% will be financed through the Records Storage Facilities Impact Fee. The Records Storage Facilities Fee will be used to fund the construction of a new 6,000 sq. ft. records storage facility. The proposed fee is calculated based on a proportionate share of total EDUs and includes the Tapestry Specific Plan.

### **Drainage Facilities**

As shown on Page 8, Table 4 of Exhibit A, the total project cost needed for the proposed Drainage Facilities is \$57,700,000, of which 50.25% of the costs will be allocated to existing development and 49.75% will be financed through the Drainage Facilities Impact Fee. The Drainage Facilities Fee will be used to fund \$28,707,456 of flood detention basins, storm drain lines, storm drain systems, and street crossings. This amount is allocated to the various land uses by relative runoff contribution using rational method hydrology analysis.

### **Transportation Facilities**

As shown on Page 9, Table T2 of Exhibit A, the total project cost needed for the proposed Transportation Facilities is \$334,596,941, of which 41.46% of the costs will be allocated to existing development and 58.54% will be financed through the Transportation Facilities Impact Fee. The Transportation Facilities Fee will be used to construct freeway exchanges, overpasses, arterials, intersection expansions, and a transit facility. The cost allocated to new development is shown in Table T2, "Transportation Needs List" and only includes the "Baseline Costs." The fee assigned to each land use is determined by first calculating the number of future average daily vehicular trips ("ADTs"), then calculating the cost per ADT, and finally multiplying the average daily trip rate by the cost per ADT for each land use, as shown on Tables 1 thru 4, Page 10. These calculations do not include the impacts from the Tapestry specific plan.



If you have any questions or comments please do not hesitate to contact us at (949) 955-1500.

taussig-client/Hesperia/DIF Technical Study/ Memo

## Exhibit A

### DTA's Current Fee Study Model

CITY OF HESPERIA  
DEMOGRAPHICS INFORMATION & EDU CALCULATION

Residential Property	Existing Development (2015)				Total Existing EDUs
	Number of Residents	Number of Residential Units	Residents per Residential Unit	EDUs per Residential Unit	
Single Family	83,974 [2]	25,747 [1]	3.26	1.00	25,747
Multi-Family	8,203 [2]	3,320 [1]	2.47	0.76	2,515
Subtotal	92,177 [1]	29,067 [1]			28,262
Non-Residential Property	Number of Employees	Number of Non-Residential SF/Rooms	Employees per 1,000 Non-Res. SF/Room	EDUs per 1,000 Non-Res. SF	Total Existing EDUs
Commercial/Office	6,157 [3, 10]	5,790,617 [4, 10]	1.06	0.33	1,888
Industrial	9,618 [3]	1,853,804 [4]	5.19	1.59	2,949
Hotel/Motel	197 [12]	393 [11]	0.50	0.15	60
Subtotal	15,971 [3]	7,644,421			4,897
Grand Total					33,159
Residential Property	Future Development (2016 - 2040) (Does not include Tapestry)				Total Future EDUs (w/out Tapestry)
	Number of Residents	Number of Residential Units	Residents per Residential Unit	EDUs per Residential Unit	
Single Family	41,190 [5]	11,131 [6]	3.70	1.00	11,131
Multi-Family	4,024 [5]	1,435 [6]	2.80	0.76	1,087
Subtotal	45,214	12,566			12,218
Non-Residential Property	Number of Employees	Number of Non-Residential SF/Rooms	Employees per 1,000 Non-Res. SF/Room	EDUs per 1,000 Non-Res. SF/Room	Total Future EDUs (w/out Tapestry)
Commercial/Office	4,816 [3, 10]	4,518,900 [7, 10]	1.07	0.29	1,301
Industrial	7,451 [3]	1,436,072 [7]	5.19	1.40	2,014
Hotel/Motel	106 [12]	212 [11]	0.50	0.14	29
Subtotal	12,373 [3]	5,954,972			3,344
Grand Total					15,562
Residential Property	Future Development (2016 - 2040) (Including Tapestry)				Total Future EDUs (including Tapestry)
	Number of Residents	Number of Residential Units	Residents per Residential Unit	EDUs per Residential Unit	
Single Family	86,146 [8]	26,207 [8]	3.29	1.00	26,207
Multi-Family	6,748 [8]	2,555 [8]	2.64	0.80	2,053
Subtotal	92,894 [8]	28,762 [8]			28,260
Non-Residential Property	Number of Employees	Number of Non-Residential SF	Employees per 1,000 Non-Res. SF/Room	EDUs per 1,000 Non-Res. SF/Room	Total Future EDUs (including Tapestry)
Commercial/Office	6,566 [9, 10]	5,218,900 [9, 10]	1.26	0.38	1,997
Industrial	7,451 [3]	1,436,072 [7]	5.19	1.58	2,267
Hotel/Motel	106 [12]	212 [11]	0.50	0.15	32
Subtotal	14,123	6,654,972			4,296
Grand Total					32,556

Residential Property	Total Development (2040) (Does not include Tapestry)				Total Future EDUs (w/out Tapestry)
	Number of Residents	Number of Residential Units	Residents per Residential Unit	EDUS per Residential Unit	
Single Family	125,164	36,878	3.39	0.92	36,878
Multi-Family	<u>12,227</u>	<u>4,755</u>	<u>2.57</u>	<u>0.69</u>	<u>3,603</u>
Subtotal	137,391	41,633			40,481
Non-Residential Property	Number of Employees	Number of Non-Residential SF/Rooms	Employees per 1,000 Non-Res. SF/Room	EDUs per 1,000 Non-Res. SF/Room	Total Future EDUs (w/out Tapestry)
Commercial/Office	10,973	10,309,517	1.06	0.29	3,189
Industrial	17,069	3,289,876	5.19	1.40	4,962
Hotel/Motel	<u>303</u>	<u>605</u>	<u>0.50</u>	<u>0.14</u>	<u>89</u>
Subtotal	28,344	13,599,393			8,152
Grand Total					48,632
Residential Property	Total Development (2040) (Including Tapestry)				Total Future EDUs (including Tapestry)
	Number of Residents	Number of Residential Units	Residents per Residential Unit	EDUS per Residential Unit	
Single Family	170,120	51,954	3.27	0.88	51,954
Multi-Family	<u>14,951</u>	<u>5,875</u>	<u>2.54</u>	<u>0.69</u>	<u>4,568</u>
Subtotal	185,071	57,829			56,522
Non-Residential Property	Number of Employees	Number of Non-Residential SF/Rooms	Employees per 1,000 Non-Res. SF/Room	EDUs per 1,000 Non-Res. SF/Room	Total Future EDUs (including Tapestry)
Commercial/Office	12,723	11,009,517	1.16	0.31	3,885
Industrial	17,069	3,289,876	5.19	1.40	5,216
Hotel/Motel	<u>303</u>	<u>605</u>	<u>0.50</u>	<u>0.14</u>	<u>92</u>
Subtotal	30,094	14,299,393			9,193
Grand Total					65,715

[1] Based on data provided by California Department of Finance as of 1/1/15.

[2] Based on population per household of 3.3 for Single Family units and 2.5 for Multi-Family units from Table LU-8 of the Land Use Element of the 2010 City General Plan.

[3] Based on Year 2012 figures and annual growth rate shown in Table 1 of Southern California Association of Governments (SCAG) 2016-2040 RTP/SCS dated 5/14/14. DTA utilized 2012 figures and estimated to 2015 based on the annual growth rate of 2.32% indicated in the SCAG data.

[4] Based on Tables 3 and 4 of the City's December 2010 EIR. Per discussion with Dave Reno 12/17/15, add in 600,000 sq. ft. to commercial/office/retail to bring up to the year 2015.

[5] Based on population per household factors used for existing development and increased such factors so that the overall persons per household is equal to the overall rate of 3.60 persons per household provided by the City.

[6] Based on the same ratio of existing single family and multi-family residents/units.

[7] Based on existing 2015 employees per 1,000 sq. ft. factors.

[8] Based on data in Tables 2.A and 4.A of the final Tapestry Specific Plan adopted by the City Council 2/2/16.

[9] Based on Exhibit A-3 of Fiscal Impact Report for the Tapestry Project dated 8/22/14 prepared by DTA.

[10] Removed employees and building square footage from commercial property related to hotel/motel property.

[11] Based on information provided by City 9/14/17.

[12] Based on 0.50 employees per room.

**City of Hesperia  
Fire Suppression Facilities  
Fee Calculation**

**Table 1**  
Inventory of Existing Facilities

Facility	Location	Description	Facility Unit	Square Feet
Fire Station 301	9430 11th Ave.	Will be torn down and rebuilt	SF	3,700
Fire Station 302	17288 Olive St.	Will be torn down and rebuilt	SF	3,435
Fire Station 304	15660 Eucalyptus St.	Will be expanded	SF	5,627
Fire Station 305	8331 Caliente Rd.	No change	SF	19,098
Subtotal for Facilities to remain at buildout				24,725
Total for all existing Facilities				31,860

**Table 2**  
Proposed Facilities

Facility	Location	Facility Unit	Number	Facility Cost
Tear Down and Rebuild Fire Station 301	9430 11th Ave.	SF	15,200	\$7,600,000
Tear Down and Rebuild Fire Station 302	17288 Olive St.	SF	18,200	\$9,240,000
Fire Station 304 Expansion	15660 Eucalyptus St.	SF	4,200	\$2,333,000
Total Facilities Cost				\$19,173,000

**Table 3**  
Allocation of Facilities to Existing and New Development (Does not include Tapestry Specific Plan)  
Based on Total EDUs - Credit given to existing development

Type of Development	EDUs	Percentage of Total EDUs	Total SF in 2040	SF Credit (24,725)	Allocated SF	Percentage of Costs Allocated	Total Cost
Existing Development	33,159	68.06%	42,418	(24,725)	17,693	47.06%	\$9,021,857
Future Development	15,562	31.94%	19,907	0	19,907	52.94%	\$10,151,143
Total	48,721	100.00%	62,325	(24,725)	37,600	100.00%	\$19,173,000

**Table 4**  
Proposed Facilities and Cost Per EDU

Facility	Cost	Number of Future EDUs	Cost Per EDU
Tear Down and Rebuild Fire Station 301	\$4,023,819	15,562	\$259
Tear Down and Rebuild Fire Station 302	\$4,892,117	15,562	\$314
Fire Station 304 Expansion	\$1,235,207	15,562	\$79
Total	\$10,151,143	NA	\$652

**Table 5**  
Development Impact Fee per Unit or 1,000 SF

Land Use Type	EDUs per Unit	EDUs per 1,000 SF	EDUs per Room	Fees per Unit	Fees per 1,000 SF	Fees per Room	Cost Financed by DIF
Single Family	1.00	NA	NA	\$652	NA	NA	\$7,260,764
Multi-Family	0.76	NA	NA	\$494	NA	NA	\$709,330
Commercial/Office	NA	0.29	NA	NA	\$188	NA	\$848,940
Industrial	NA	1.40	NA	NA	\$915	NA	\$1,313,424
Hotel/Motel	NA	NA	0.14	NA	NA	\$88	\$18,685
Total							\$10,151,143
Cost Allocated to Existing Development							\$9,021,857
Total Cost of Fire Suppression Facilities							\$19,173,000

52.94%  
47.06%



**City of Hesperia  
Police Facilities  
Fee Calculation**

**Table 1**  
Proposed Facilities

Facility	Location	Facility/Unit	Number	Facility Cost
<u>Mobile Cameras</u>				
Mobile LPR 4 Camera Unit	NA	Units	15	\$190,500
<u>Fixed Cameras</u>				
ALPR Camera	Bear Valley Rd & Mariposa Rd	Unit	1	\$86,532
ALPR Camera	Bear Valley Rd & Hesperia Rd	Unit	1	\$73,310
ALPR Camera	Bear Valley Rd and I Ave	Unit	1	\$73,310
ALPR Camera	Bear Valley Rd & Jacaranda Ave	Unit	1	\$60,088
ALPR Camera	Main St & Rock Springs Rd	Unit	1	\$90,132
ALPR Camera	Ranchero Rd & Santa Fe Ave	Unit	1	\$106,954
Total Facilities Cost			21	\$680,826

**Table 2**  
Allocation of Facilities to Existing and New Development  
Based on Total EDUs (includes Tapestry)

Type of Development	EDUs	Percentage of Total EDUs	Allocated Units	Total Cost
Existing Development	33,159	50.46%	11	\$343,535
Future Development	32,556	49.54%	10	\$337,291
Total	65,715	100.00%	21	\$680,826

**Table 3**  
Proposed Facilities and Cost Per EDU

Facility	Cost	Number of Future EDUs	Cost Per EDU
Mobile Cameras	\$94,376	32,556	\$3
Fixed Cameras	\$242,915	32,556	\$7
Total	\$337,291	NA	\$10

**Table 4**  
Development Impact Fee per Unit or 1,000 SF

Land Use Type	EDUs per Unit	EDUs per 1,000 SF	EDUs per Room	Fees per Unit	Fees per 1,000 SF	Fees per Room	Cost Financed by DIF
Single Family	1.00	NA	NA	\$10	NA	NA	\$271,511
Multi-Family	0.80	NA	NA	\$8	NA	NA	\$21,268
Commercial/Office	NA	0.38	NA	NA	\$4	NA	\$20,694
Industrial	NA	1.58	NA	NA	\$16	NA	\$23,484
Hotel/Motel	NA	NA	0.15	NA	NA	\$2	\$334
Total							\$337,291
Cost Allocated to Existing Development							\$343,535
Total Cost of Police Facilities							\$680,826

49.54%  
50.46%

**City of Hesperia  
Animal Control Facilities  
Fee Calculation**

**Table 1**  
Inventory of Existing Facilities

Facility	Facility Unit	Number
Animal Control Facility	SF	10,000

*Note: Existing 10,000 square foot animal shelter facility will no longer be used and will be replaced with a new 36,000 square foot facility.*

**Table 2**  
Proposed Facilities

	Facility Unit	Number	Facility Cost (2015\$)
New Animal Control Facility			
New Animal Control Facility	SF	36,000	\$12,600,000

**Table 3**  
Allocation of Costs to Existing & New Development (based on total EDUs - includes Tapestry)

Type of Development	Residential EDUs	Percentage of Total EDUs	Total SF	Total Cost
Existing Development	28,262	50.00%	18,001	\$6,300,257
Future Development	28,260	50.00%	17,999	\$6,299,743
Total	56,522	100.00%	36,000	\$12,600,000

**Table 4**  
Proposed Facilities and Cost Per EDU

Facility	Cost	Number of Future Residential EDUs	Cost Per EDU
New Animal Control Facility [2]	\$6,299,743	28,260	\$223
Total	\$6,299,743	NA	\$223

**Table 5**  
Development Impact Fee per Unit

Land Use Type	EDUs per Unit	Fees per Unit	Fees per 1,000 SF	Cost Financed by DJF
Single Family	1.00	\$223	NA	\$5,842,118
Multi-Family	0.80	\$179	NA	\$457,626
Commercial/Office	NA	NA	NA	\$0
Industrial	NA	NA	NA	\$0
Hotel/Motel	NA	NA	NA	\$0
Total				\$6,299,743
Cost Allocated to Existing Development				\$6,300,257
Total Cost				\$12,600,000

[1] EDU = Equivalent Dwelling Unit.

[2] City already owns site where building is to be constructed.

50.00%  
50.00%

**City of Hesperia  
City Hall Facilities  
Fee Calculation**

**Table 1**

## Proposed Costs

Allocation of Debt Service of the 2013 Civic Plaza Bonds		Total Debt Service 2013 Civic Plaza Bond
Amount Funded by General Fund	\$2,522,253	12.75%
Amount Funded by DIF	\$17,260,122	87.25%
<b>Total</b>	<b>\$19,782,375</b>	

**Table 2**

## Allocation of Costs to New Development (includes Tapestry)

Debt Service	Percentage Allocation [1]	Total Cost
Existing Development	0.00%	\$0
Future Development	100.00%	\$17,260,122
<b>Total</b>	<b>100.00%</b>	<b>\$17,260,122</b>

**Table 3**

## Proposed Cost Per EDU

Costs	Cost	Number of Future EDUs	Cost Per EDU
Debt Service	\$17,260,122	32,556	\$530
<b>Total</b>	<b>NA</b>	<b>NA</b>	<b>\$530</b>

**Table 4**

## Development Impact Fee per Unit

Land Use Type	EDUs per Unit	EDUs per 1,000 SF	EDUs per Room	Fees per Unit	Fees per 1,000 SF	Fees per Room	Cost Financed by DIF
Single Family	1.00	NA	NA	\$530	NA	NA	\$13,893,965
Multi-Family	0.80	NA	NA	\$426	NA	NA	\$1,088,344
Commercial/Office	NA	0.38	NA	NA	\$203	NA	\$1,058,990
Industrial	NA	1.58	NA	NA	\$837	NA	\$1,201,727
Hotel/Motel	NA	NA	0.15	NA	NA	\$81	\$17,096
<b>Total</b>							<b>\$17,260,122</b>
Cost Allocated to Existing Development							\$0
<b>Total Cost</b>							<b>\$17,260,122</b>

[1] Based on information provided by City, all \$17,260,122 in debt service allocated to the DIF is for costs associated with the Civic Plaza Project needed for new development only.

**City of Hesperia  
Records Storage Facility  
Fee Calculation**

**Table 1**

## Inventory of Existing Facilities

Facility	Facility Unit	Number
Existing Facility (will be rebuilt at a new location)	SF	3,000

*Note: The City plans to abandon the existing 3,000 square foot storage facility and build a new 6,000 square foot facility.*

**Table 2**

## Proposed Facilities

Facility	Facility Unit	Number	Facility Cost
New Records Storage Facility	SF	6,000	\$1,716,000

**Table 3**

## Allocation of Facilities to Existing and New Development (Based on Total EDUs - includes Tapestry)

Type of Development	EDUs	Percentage of Total EDUs	Total SF	Total Cost
Existing Development	33,159	50.46%	3,028	\$865,869
Future Development	32,556	49.54%	2,972	\$850,131
Total	65,715	100.00%	6,000	\$1,716,000

**Table 4**

## Proposed Facilities and Cost Per EDU

Facility	Cost	Number of Future EDUs	Cost Per EDU
New Records Storage Facility	\$850,131	32,556	\$26
Total	\$850,131	NA	\$26

**Table 5**

## Development Impact Fee per Unit or 1,000 SF

Land Use Type	EDUs per Unit	EDUs per 1,000 SF	EDUs per Room	Fees per Unit	Fees per 1,000 SF	Fees per Room	Cost Financed by DIF
Single Family	1.00	NA	NA	\$26	NA	NA	\$684,334
Multi-Family	0.80	NA	NA	\$21	NA	NA	\$53,605
Commercial/Office	NA	0.38	NA	NA	\$10	NA	\$52,160
Industrial	NA	1.58	NA	NA	\$41	NA	\$59,190
Hotel/Motel	NA	NA	0.15	NA	NA	\$4	\$842
Total							\$850,131
Cost Allocated to Existing Development							\$865,869
Total Cost							\$1,716,000

49.54%  
50.46%

### DRAINAGE IMPROVEMENTS

Project Number	Location	Improvement Type	Cost	% of Cost Allocated to New Development	Cost Allocated to New Development
1	Escondido Ave. Basin, Revised Line A-04 Drainage and Eucalyptus St. basin	Detention Basins and Storm Drain Lines	\$ 21,120,000	49.75%	\$10,507,824
2	Sultana St. Storm Drain, Line H-01	Storm Drain Line	\$ 9,190,000	49.75%	\$4,572,297
3	3d Ave btwn Mauna Loa St. and Hercules St.-	Storm Drain System	\$ 1,400,000	49.75%	\$696,541
4	Arrowhead Lake Rd. btwn Centennial St. and Sutter St.	Street Crossing / Culvert	\$ 970,000	49.75%	\$482,604
5	Lemon St. btwn G Avenue and H Ave.	Street Crossing / Culvert	\$ 800,000	49.75%	\$398,024
6	Lemon St. btwn C Avenue and E Ave.	Street Crossing / Culvert	\$ 1,300,000	49.75%	\$646,788
7	E Avenue and G Avenue	Street Crossings and Trapeziodal Channel South and West of the Intersection of E Ave. and G Ave.	\$ 2,320,000	49.75%	\$1,154,269
8	Orchard Ave. north of Lilac	Street Crossing	\$ 660,000	49.75%	\$328,370
9	Talisman north of Valencia St.	Storm Drain System	\$ 2,040,000	49.75%	\$1,014,960
10	Hesperia Masterplan of Drainage, Facility line #H-01 - Mojave River to 3rd Avenue	Storm Drain System	\$ 9,900,000	49.75%	\$4,925,543
11	Local Retention Basins (city wide)	Flood control basins	\$ 8,000,000	49.75%	\$3,980,237
			\$ 57,700,000		\$28,707,456



**City of Hesperia  
Drainage Facilities  
Fee Calculation**

**Table 1**  
Existing ERUs

Land Use	Residential Units/ Non Residential. KSF./hotel rooms	Density (EDU/acre)	FAR	Acres, "A"	Runoff Coefficient, "C"	ERU by acres	
Single Family Residential	25,747	4.0		6,436.8	0.70	4,505.7	
Multi Family Residential	3,320	12.0		276.7	0.80	221.3	
Commercial/Office	5,791		0.4	332.3	0.95	315.7	
Industrial	1,853.8		0.2	212.8	1.00	212.8	
Hotel/Motel	393			11.5	0.90	10.4	
				7,270.0	sub total	5,265.9	
					% of Total =	50.25%	

**Table 2**  
Future ERUs (2015 to buildout)

Land Use	Residential Units/ Non Residential. KSF./hotel rooms	Density (units/acre)	FAR	Acres, "A"	Runoff Coefficient, "C"	Runoff Q = C x A	
Single Family Residential	26,207	4.0		6,551.8	0.70	4,586.2	
Multi Family Residential	2,555	12.0		212.9	0.80	170.3	
Commercial/Office	5,219		0.4	299.5	0.95	284.5	
Industrial	1,436		0.2	164.8	1.00	164.8	
Hotel/Motel	212			9.1	0.90	8.2	
				7,238.1	sub total	5,214.1	
					% of Total =	49.75%	
					Total ERUs =	10,480.0	

**Table 3**  
Cost per ERU

New ERUs	Total Cost Allocated to New Development	Cost per ERU
5,214.1	\$28,707,456	\$5,505.70

**Table 4**  
Fee Schedule

Land Use	Density (units/acre)	Acres	Runoff Coefficient	Q = Runoff / Density	Cost per ERU	DIF Fee per unit / 1,000 SF/room	Fee Units	Cost Financed by DIF
Single Family Residential	4.0		0.70	0.175	\$5,506	<b>\$963.50</b>	residential unit	\$25,250,377
Multi Family	12.0		0.80	0.067	\$5,506	<b>\$367.05</b>	residential unit	\$937,804
Commercial/Office		0.4	0.95	0.055	\$5,506	<b>\$300.18</b>	square feet	\$1,566,633
Industrial		0.2	1.00	0.115	\$5,506	<b>\$631.97</b>	square feet	\$907,551
Hotel/Motel			0.90	0.900	\$5,506	<b>\$212.70</b>	room	\$45,092
Total								\$28,707,456
Cost Allocated to Existing Development								\$28,992,544
Total Cost								\$57,700,000

49.75%  
50.25%

**TABLE T2**  
**Transportation Needs List**

Facility/Location	Limits	Included in DIF Allocation?	Project Cost <sup>1</sup>	% Allocation to New Development <sup>2</sup>	Cost to be Funded by DIF
<b>Freeway Exchanges &amp; Overpass</b>					
<b>(All to be Federal Funds w/City Match)</b>					
Baseline:					
I-15 at Mojave Interchange <sup>4</sup>		Baseline	\$ 54,609,000	55.40%	\$ 30,253,386
I-15 at Muscatel Interchange <sup>4</sup>			\$ 38,059,000	58.70%	\$ 22,340,633
I-15 at Ranchero Interchange <sup>3</sup>			\$ 58,912,652	54.48%	\$ 32,096,529
Lemon at Mauna Loa Grade Separation <sup>4</sup>			\$ 41,348,000	58.90%	\$ 24,353,972
<b>Sub total Baseline</b>			<b>\$ 192,928,652</b>		<b>\$ 109,044,520</b>
Other Needed Projects:					
I-15 at Eucalyptus		no	\$ -	57.40%	\$ -
Eucalyptus Grade Separation		no	\$ -	58.90%	\$ -
Sultana Graded Separation		no	\$ -	65.00%	\$ -
<b>Sub total Other Projects</b>			<b>\$ -</b>		<b>\$ -</b>
<b>Total Freeway Exchanges and Overpasses</b>					<b>\$ 109,044,520</b>
<b>Major Arterials</b>					
Baseline					
Bear Valley Road	Interstate 15 to Bridge over Mojave River	Baseline	\$ 4,244,000	65.00%	\$ 2,758,600
Main Street	US Highway 395 to Mesa Linda Rd		\$ 1,592,000	65.00%	\$ 1,034,800
Main Street	Escondido to 11th (Includes Aqueduct Crossing)		\$ 27,875,000	58.70%	\$ 16,362,625
Main Street	11th to 9th		\$ 2,899,000	58.70%	\$ 1,701,713
Mojave/ Mauna Loa/ Lemon	I-15 to Maple		\$ 11,984,000	65.00%	\$ 7,789,600
Mojave/ Mauna Loa/ Lemon	Maple to 7th		\$ 8,812,000	65.00%	\$ 5,727,800
Mojave/ Mauna Loa/ Lemon	7th to I Ave		\$ 4,760,000	65.00%	\$ 3,094,000
Ranchero Road	Mariposa to UP RR X-ing		\$ 2,766,000	58.70%	\$ 1,623,642
Ranchero Road	Topaz to 7th (Includes Aqueduct Crossing)		\$ 18,024,000	58.70%	\$ 10,580,088
Ranchero Road <sup>5</sup>	7th to Danbury (includes RR Grade Sep)		\$ 750,000	100.00%	\$ 750,000
<b>Sub total Baseline</b>			<b>\$ 83,706,000</b>		<b>\$ 51,422,868</b>
Other Needed Projects:					
Escondido Avenue	Mariposa to Main (Includes Aqueduct Crossing)	no	\$ -	65.00%	\$ -
Main Street	9th to I Ave.	no	\$ -	65.00%	\$ -
<b>Sub total Other Projects</b>			<b>\$ -</b>		<b>\$ -</b>
<b>Total Major Arterials</b>			<b>\$ 83,706,000</b>		<b>\$ 51,422,868</b>
<b>Arterials</b>					
Baseline					
Hesperia Road	Bear Valley Road to Yucca	Baseline	\$ 5,465,757	65.00%	\$ 3,552,742
Hesperia Road	Sultana to Main Street		\$ 1,326,125	65.00%	\$ 861,981
"I" Avenue	Bear Valley Road to Main Street		\$ 7,347,793	65.00%	\$ 4,776,065
"I" Avenue	Main Street to Ranchero Road		\$ 6,993,453	65.00%	\$ 4,545,744
7th Avenue	Bear Valley Road to Ranchero Road		\$ 14,474,920	65.00%	\$ 9,408,698
Ranchero Road	Danbury to I Ave.		\$ 3,130,000	65.00%	\$ 2,034,500
Rock Springs Road	Glendale to east City Limits		\$ 1,273,080	65.00%	\$ 827,502
Sultana Street	Mariposa Avenue to Escondido Avenue		\$ 636,540	65.00%	\$ 413,751
<b>Sub total Baseline</b>			<b>\$ 40,647,668</b>		<b>\$ 26,420,984</b>
Other Needed Projects:					
Arrowhead Lake Road	Rock Springs to South of Hesperia Lakes	no	\$ -	65.00%	\$ -
"C" Avenue	RR Xing to Sultana	no	\$ -	65.00%	\$ -
Cottonwood Avenue	Bear Valley to Main	no	\$ -	65.00%	\$ -
"E" Avenue	"I" to Lime	no	\$ -	65.00%	\$ -
11th Avenue	Bear Valley to Main	no	\$ -	65.00%	\$ -
Lassen Road	Sultana to Poplar	no	\$ -	65.00%	\$ -
Maple Avenue	Mariposa to Ranchero (Includes Aqueduct Crossing)	no	\$ -	65.00%	\$ -
<b>Sub total Other Projects</b>			<b>\$ -</b>		<b>\$ -</b>
<b>Total Arterials</b>			<b>\$ 40,647,668</b>		<b>\$ 26,420,984</b>
<b>Secondary Arterials</b>					
Baseline					
Danbury	Ranchero to Arrowhead Lake Road	Baseline	\$ 7,062,411	65.00%	\$ 4,590,567
Muscatel Street	Mariposa to Vincent		\$ 1,166,990	65.00%	\$ 758,544
Ranchero Road	"I" Avenue to Arrowhead Lake Road		\$ 1,732,000	65.00%	\$ 1,125,800
<b>Sub total Baseline</b>			<b>\$ 9,961,401</b>		<b>\$ 6,474,911</b>
Other Needed Projects:					
Muscatel Street	Afton to Cottonwood (Includes Aqueduct Crossing)	no	\$ -	65.00%	\$ -
<b>Sub total Other Projects</b>			<b>\$ -</b>		<b>\$ -</b>
<b>Total Arterials</b>			<b>\$ 9,961,401</b>		<b>\$ 6,474,911</b>
<b>Intersection Expansion</b>					
Baseline					
"C" Avenue	Intersection at Main Street	Baseline	\$ 6,153,220	34.19%	\$ 2,103,806
<b>Sub total Baseline</b>			<b>\$ 6,153,220</b>		<b>\$ 2,103,806</b>
<b>Transit Facility</b>					
Baseline		Baseline	\$ 1,200,000	34.19%	\$ 410,284
<b>Sub total Baseline</b>			<b>\$ 1,200,000</b>	34.19%	<b>\$ 410,284</b>
<b>Total Baseline Facilities Cost</b>			<b>\$ 334,596,941</b>		<b>\$ 195,877,372</b>
<b>Total Other Facilities Cost</b>			<b>\$ -</b>		<b>\$ -</b>
<b>Total Baseline Plus Other Facilities Cost</b>			<b>\$ 334,596,941</b>		<b>\$ 195,877,372</b>

**Superscripted Notes:**

- [1] Project costs are consistent with project costs presented in City's SBCTA submittal.  
[2] Allocations from SCBTA or 2001 Impact Fee Study  
[3] Per City - SCBTA Agreement. Developer share as shown  
[4] Total project estimated costs are reduced assuming a \$10 million grant is acquired for each project  
[5] R/R grade separation is completed. \$750,000 to be repaid to other funding sources to complete new development's funding responsibility

100.00%

58.54%

**City of Hesperia  
Transportation Facilities  
Fee Calculation**

**TABLE 1**

Existing Average Daily Trips

Land Use	Trip Rate	Res. Units / 1,000 S.F./ Rooms	units	ADT
Single Family	9.57	25,747	Res. Units	246,399
Multi Family	6.63	3,320	Res. Units	22,012
Commercial/Office	13.27	5,791	1,000 square feet	76,841
Industrial	6.97	1,854	1,000 square feet	12,921
Hotel/Motel	8.92	393	Rooms	3,506
Total Existing ADTs				361,678
% of total ADTs =				65.81%

**TABLE 2**

Future Average Daily Trips (Does not include Tapestry Specific Plan)

Land Use	Trip Rate	Res. Units / 1,000 S.F./ Rooms	units	ADT
Single Family	9.57	11,131	Res. Units	106,524
Multi Family	6.63	1,435	Res. Units	9,514
Commercial/Office	13.27	4,519	1,000 square feet	59,966
Industrial	6.97	1,436	1,000 square feet	10,009
Hotel/Motel	8.92	212	Rooms	1,891
Total Future ADTs				187,904
% of total ADTs =				34.19%
Total ADTs =				549,582

**TABLE 3**

Cost per ADT

Total Transportation Costs Allocated to New Development	Total Future ADT's	Cost per future ADT
\$195,877,372	187,904	\$1,042

**TABLE 4**

Fee Schedule

Land Use	Average Daily Trip Rate	Cost per ADT	Units	DIF Fee per unit / 1,000 SF/ Room	Cost Financed by DIF
Single Family	9.57	\$1,042	Res. Units	<b>\$9,976</b>	\$111,043,822
Multi Family	6.63	\$1,042	Res. Units	<b>\$6,911</b>	\$9,917,763
Commercial/Office	13.27	\$1,042	1,000 square feet	<b>\$13,833</b>	\$62,510,350
Industrial	6.97	\$1,042	1,000 square feet	<b>\$7,266</b>	\$10,434,155
Hotel/Motel	8.92	\$1,042	Rooms	<b>\$9,299</b>	\$1,971,283
Total=					\$195,877,372

## Existing & Proposed Hotel Information

Hotel	Location	Existing or Future?	Number of Rooms	Number of Floors	Building Footprint Area (s.f.)	Building Footprint Area (acres)	Gross Building Area	Gross Property Acreage
Holiday Inn	9750 Key Pointe Avenue	Existing	100	3	18,747	0.43	54,063	2.3
Marriott Courtyard	9619 Mariposa Road	Existing	131	4	23,798	0.55	86,305	3.1
Marriott Springhill	9625 Mariposa Road	Existing	63	3	18,747	0.43	54,063	2
Motel 6	9757 Cataba Road	Existing	99	3	16,834	0.39	48,503	4.1
Total Existing			393		78,126	1.79	242,934	11.5
Embassy Suites (Primaco)	West side of Caliente Road & north of Ranchero Road	Future	84	4	39,894	0.92	72,720	3.7
Residence Inn (Primaco)	West side of Caliente Road & north of Ranchero Road	Future	128	4	23,712	0.54	82,344	5.4
Total Future			212		63,606	1.46	155,064	9.1

## APPENDIX A – DEVELOPMENT IMPACT FEES

Development Impact Fees (effective April 2, 2013-March 31, 2017)					
Development Impact Fees					
1-Feb-08 Facility	Current Fees: SFR Detached & Attached and existing subdivisions (per unit)	Fees effective March 31, 2017 New Tracts/Subdivisions (per unit)	Multiple Family (per unit)	Hotel/Motel (per unit)	Non- Residential (per sq. ft.)
Street	\$ 9,781.00	\$9,781.00	\$6,259.00	\$ 7,238.00	\$2.12
Drainage	\$ 1,284.00	\$1,284.00	\$ 821.00	\$ 937.00	\$0.28
Fire	\$ 0	\$1,425.00	\$ 912.00	\$ 1,054.00	\$0.31
Police	\$ 0	\$ 423.00	\$ 272.00	\$ 313.00	\$0.09
Public Services	\$ 0	\$1,109.00	\$ 710.00	\$ 810.00	\$0.24
Total	\$11,065.00	\$14,022.00	\$8,974.00	\$10,352.00	\$3.04

Park Fee (effective March 5, 2013-December March 31, 2017)			
Current Fees		Fees Effective March 31, 2017	
Park Fee- Existing Tracts/SFR infill lots (per unit)		Park Fee- New Tracts/Subdivisions (per unit)	
\$4,115.25	\$4,090.25 + \$25.00 admin fee	\$5,486.50	\$5,461.50+ \$25.00 admin fee

School Fee (effective June 2016)	
School Fee	
Residential new construction	\$4.40/sq. ft.
Residential additions (if under 500 sq. ft., exempt)	\$3.48/ sq. ft.
Commercial/Industrial	\$0.56/ sq. ft.
Senior Citizen Housing Project	\$0.56/ sq. ft.

Assessment District 91-1 Buy-In Fees (Per Resolution No. 93-20)	
Development not within Assessment District 91-1 but benefiting from improvements within the District	
Street Improvements (per acre)	\$2,587
Sewer Improvements (per acre)	\$729
Water Improvements (per acre)	\$507
Fire Station Improvements (per acre)	\$730

\*\*For current sewer and water meter rates, please contact the Engineering Division at (760) 947-1449.