

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

Regular Joint Meetings
1st and 3rd Tuesday

Date: July 16, 2019
REGULAR MEETING

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

CITY COUNCIL MEMBERS

Larry Bird, Mayor

William J. Holland, Mayor Pro Tem

Jeremiah Brosowske, Council Member

Cameron Gregg, Council Member

Rebekah Swanson, Council Member

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Nils Bentsen, City Manager

Eric L. Dunn, City Attorney



City of Hesperia

Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345

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

***Agendas and Staff Reports are
available on the City Website***
www.cityofhesperia.us

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



NOTE: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (760) 947-1007 or (760) 947-1056. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

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

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

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

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

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

CLOSED SESSION - 5:30 PM

Roll Call

*Mayor Larry Bird
Mayor Pro Tem William J. Holland
Council Member Jeremiah Brosowske
Council Member Cameron Gregg
Council Member Rebekah Swanson*

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

1. City of Barstow, et al. v. City of Adelanto, et al., Case No. 208568

Conference with Real Property Negotiators – Property Negotiations
Government Code Section – 54956.8

1. Negotiating Parties: CDC and HHA and ZAB, LLC
Location: APN 0407-261-03, 04, and 20 (9th and Juniper)
Under Negotiation: Price and Terms

CALL TO ORDER - 6:30 PM

A. Invocation

B. Pledge of Allegiance to the Flag

C. Roll Call

*Mayor Larry Bird
Mayor Pro Tem William J. Holland
Council Member Jeremiah Brosowske
Council Member Cameron Gregg
Council Member Rebekah Swanson*

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

1. Hesperia Police Department overview of Hesperia's 2018 crime rate and calls for service
2. Community Events Calendar

JOINT CONSENT CALENDAR

1. Page 9 Consideration of the Draft Minutes from the Regular Meeting held Tuesday, June 18, 2019

Recommended Action:

It is recommended that the City Council approve the Draft Minutes from the Regular Meeting held Tuesday, June 18, 2019.

Attachments: [Draft CC Min 2019-06-18](#)

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

Recommended Action:

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

Staff Person: Director of Finance Casey Brooksher

Attachments: [SR Warrant Run 7-16-2019](#)
[Attachment 1 - Warrant Run](#)

3. Page 17 Treasurer's Cash Report for the unaudited period ended May 31, 2019

Recommended Action:

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

Staff Person: Director of Finance Casey Brooksher

Attachments: [SR Treasurer's Report 7-16-2019](#)

[Attachment 1 - Investment Reports](#)

4. Page 25 Award Contract for Bear Valley Road Bus Stop Relocation Project, C.O. No. 7148

Recommended Action:

It is recommended that the City Council award a construction contract for the Bear Valley Road Bus Stop Relocation Project, C.O. No. 7148 to the lowest responsive/responsible bidder, TIS, Inc. in the amount of \$119,451; approve a 10% contingency in the amount of \$11,945 for a total contract amount of \$131,396; and authorize City Manager to execute the contract.

Staff Person: Assistant City Manager Michael Blay

Attachments: [SR Award Contract for Bus Stop Relocation Project 7-16-2019](#)

5. Page 27 Approve Parcel Map 19944

Recommended Action:

It is recommended that the City Council adopt Resolution No. 2019-031 approving Parcel Map No. 19944 to create five parcels from 4.7 gross acres zoned General Manufacturing (I2) located on the northwest corner of Eucalyptus Street and Darwin Avenue (Applicant: Doug Cox; APN: 0415-243-04).

Staff Person: Assistant City Manager Michael Blay

Attachments: [SR Parcel Map 19944 7-16-2019](#)

[Resolution 2019-031](#)

[Attachment 2 - Parcel Map 19944](#)

6. Page 31 Warehouse Commodity - Hydrant, Brass, and Pipe Materials

Recommended Action:

It is recommended that the Board of Directors of the Hesperia Water District authorize the City Manager to approve an annual contract for Fiscal Year 2019-20 to purchase Mueller parts for the Water Operations and Pipeline Division replacement program in the not-to-exceed amount of \$215,000.

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

Attachments: [SR Warehouse Commodity - Hydrant Brass and Pipe 7-16-2019](#)

7. Page 33 Revised Combined Compensation Schedules

Recommended Action:

It is recommended that the City Council adopt Resolution No. 2019-033 and the Board of Directors of the Hesperia Water District adopt Resolution HWD 2018-13; approving the City's Fiscal Year (FY) 2019-20 revised Combined

Compensation Schedule effective July 1, 2019 for the addition of new positions, as well as a second schedule effective on July 6, 2019 to incorporate the approved salary increases.

Staff Person: Director of Finance Casey Brooksher and Assistant to the City Manager Rachel Molina

Attachments: [SR Revised Compensation Schedule 7-16-2019](#)
[Resolution 2019-033](#)
[Resolution HWD 2019-08](#)
[Attachment 3 - Compensation Schedule Effective July 1st](#)
[Attachment 4 - Compensation Schedule Effective July 6th](#)

8. Page 43 Purchase Piping and Material

Recommended Action:

It is recommended that the Board of Directors of the Hesperia Water District authorize the City Manager to approve a contract to purchase piping and materials from S&J Supply for the Pipeline Water Line Replacement program in the not-to-exceed amount of \$100,000.

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

Attachments: [SR Purchase Piping and Material 7-16-2019](#)
[Attachment 2 - Bid Comparison for Piping Materials](#)

9. Page 45 County of San Bernardino Environmental Health Services Contract

Recommended Action:

It is recommended that the City Council authorize the City Manager to enter into a non-financial contract with San Bernardino County Public Health Department, Division of Environmental Health Services to provide certain services within the City limits.

Staff Person: Administrative Analyst Tina Bulgarelli

Attachments: [SR Environmental Health Services Contract 7-16-2019](#)
[Attachment 1 - MOU for Environmental Health Services](#)

10. Page 53 Increase to Contract - Layne Christensen

Recommended Action:

It is recommended that the Chair and Board Members of the Hesperia Water District authorize the City Manager to execute an increase to contract with Layne Christensen, for water pump repair services in the amount of \$95,000 with a new not-to-exceed amount of \$300,000.

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

Attachments: [SR Increase to Contract - Layne Christensen 7-16-2019](#)

11. Page 55 Public Works Asset Management Software (Cityworks) Maintenance

Agreement

Recommended Action:

It is recommended that the City Council and Board of Directors of the Hesperia Water District authorize the City Manager to enter into a three-year maintenance agreement with Azteca Systems, Inc. for an amount not-to-exceed \$125,000.

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

Attachments: [SR Cityworks Maintenance Contract 7-16-2019](#)

12. Page 57

Contract Services Amendment with LDM Associates, Inc.

Recommended Action:

It is recommended that the City Council extend the LDM Associates, Inc. (LDM) contract for Community Development Block Grant (CDBG), Neighborhood Stabilization Program (NSP) and Hesperia Housing Authority (HHA) administrative functions through June 30, 2020 and add \$219,036 to the contract.

Staff Person: Economic Development Manager Rod Yahnke and Administrative Analyst
Jennifer Shove

Attachments: [SR LDM Contract 7-16-2019](#)

13. Page 59

Amendment of Professional Services Agreement with the Buxton Company

Recommended Action:

It is recommended that City Council and Commissioners of the Hesperia Community Development Commission (HCDC), approve and authorize an amendment to Professional Services Agreement (PSA) 2018-19-013 with The Buxton Company (Buxton), thereby increasing the contract amount by \$50,000 to \$100,000, and extending the term through June 30, 2020.

Staff Person: Economic Development Manager Rod Yahnke and Administrative Analyst
Jennifer Shove

Attachments: [SR Agreement Amendment Buxton 7-16-2019](#)
[Attachment 1 - Buxton Proposal](#)

14. Page 65

Special Assessment of Enforcement and Abatement Costs

Recommended Action:

It is recommended that the City Council approve Resolution No. 2019-35, confirming parcels of land upon which unpaid fees for services, and enforcement and abatement costs remain, and Resolution No. 2019-36, requesting that San Bernardino County place the unpaid fees for services, and enforcement and abatement costs on the property tax rolls.

Staff Person: Assistant City Manager Michael Blay and Administrative Analyst Tina
Bulgarelli

Attachments: [SR Assessment of Enforcement and Abatement Costs 7-16-2019](#)
[Resolution 2019-035](#)
[Resolution 2019-036](#)
[Attachment 3 - Exhibit A](#)
[Attachment 4 - Exhibit B](#)

15. Page 113 Agreements and Equipment for the Main Street Traffic Signal Synchronization Project - Phase II, C.O. 7133 and the Main/Mariposa Signal Relocation Project, C.O. No. 7156

Recommended Action:

It is recommended that the City Council 1) approve a Professional Services Agreement (PSA) with Urban Systems Associates, Inc. in the amount of \$577,600, plus a 10% contingency in the amount of \$57,760, for a total contract amount of \$635,360, 2) authorize the purchase of equipment from Trafficware in the amount of \$103,316, 3) authorize the purchase of equipment from Rhythm Engineering in the amount of \$320,202, 4) adopt Resolution No. 2019-039 appropriating \$280,327 to Fund 204, 5) adopt Resolution No. 2019-040 approving the Memorandum of Understanding (MOU) between the City and Caltrans District 8; and 6) authorize the City Manager to execute the PSA and MOU.

Staff Person: Assistant City Manager Michael Blay

Attachments: [SR Main St Traffic Signal Synchronization 7-16-2019](#)
[Attachment 1 - Urban Systems Cost Proposal](#)
[Attachment 2 - Trafficware Quote](#)
[Attachment 3 - Rhythm Engineering Quote](#)
[Resolution 2019-039](#)
[Resolution 2019-040](#)
[Attachment 6 - Exhibit A](#)

PUBLIC HEARING

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

WAIVE READING OF ORDINANCES

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

16. Page 135 Amendments to Title 5 of Hesperia Municipal Code

Recommended Action:

It is recommended that the City Council introduce and place on first reading Ordinance No. 2019-10 amending Title 5 of the Hesperia Municipal Code modifying the regulations for business licensing.

Staff Person: Assistant City Manager Michael Blay and Administrative Analyst Tina Bulgarelli

Attachments: [SR Title 5 Amendment 7-16-2019](#)

[Ordinance 2019-10](#)

[Attachment 2 - Exhibit A](#)

[Attachment 3 - Exhibit B](#)

[Attachment 4 - Exhibit C](#)

NEW BUSINESS

17. Page 191 City Council Appointments to Outside Agencies

Recommended Action:

It is recommended that the City Council review liaisons (both primary and alternate) to various outside agencies and re-appoint as desired.

Staff Person: City Clerk Melinda Sayre

Attachments: [SR Outside Agency Appointments 7-16-2019](#)

[Attachment 1 - 2019 Appointment Summary](#)

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

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

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COUNCIL COMMITTEE REPORTS AND COMMENTS

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

CITY MANAGER/CITY ATTORNEY/STAFF REPORTS

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

ADJOURNMENT

I, Melinda Sayre, City Clerk of the City of Hesperia, California do hereby certify that I caused to be posted the foregoing agenda on Thursday, July 11, 2019 at 5:30 p.m. pursuant to California Government Code §54954.2.

*Melinda Sayre,
City Clerk*

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



City of Hesperia

Meeting Minutes - Draft

City Council

City Council Chambers
9700 Seventh Ave.
Hesperia CA, 92345

Tuesday, June 18, 2019

6:30 PM

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

CLOSED SESSION - 6:00 PM

Roll Call

Present: 5 - Mayor Bird, Mayor Pro Tem William J. Holland, Council Member Brosowske, Council Member Gregg and Council Member Swanson

Conference with Real Property Negotiators – Property Negotiations
Government Code Section – 54956.8

1. Negotiating Parties: Hesperia Housing Authority and Dr. Nayar
Location: APN 0405-062-72
Under Negotiation: Price and Terms

CALL TO ORDER - 6:30 PM

A. Invocation by Council Member Swanson

B. Pledge of Allegiance to the Flag

C. Roll Call

Present: 5 - Mayor Bird, Mayor Pro Tem William J. Holland, Council Member Brosowske, Council Member Gregg and Council Member Swanson

D. Agenda Revisions and Announcements by City Clerk - None

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

ANNOUNCEMENTS/PRESENTATIONS

1. Field Staff Employee of the Quarter to Osby Montes, Sr. Animal Control Officer by Michael Blay, Assistant City Manager
2. Presentation to winner of the Pride Enhancement Program quarterly recognition
3. Community Events Calendar - *The Hesperia Animal Shelter \$25 dollar adoption special for all dogs over 30 pounds through 6/21; 6/27 Neighborhood Beautification Day residents can drop off unwanted household items at Advance Disposal between 8am – 12pm; 6/29 Monthly Meet & Clean Program scheduled from 8am – 11am at Sultana and Magnolia; City Offices are closed 7/4.*

JOINT CONSENT CALENDAR

Al Vogler, commented on item number 8.

A motion was made by Swanson, seconded by Brosowske, that Consent Calendar items 1-7 and 9-12 be approved. The motion carried by the following vote:

Aye: 5 - Bird, Holland, Brosowske, Gregg and Swanson

Nay: 0

1. Consideration of the Draft Minutes from the Regular Meeting held Tuesday, June 4, 2019

Recommended Action:

It is recommended that the City Council approve the Draft Minutes from the Regular Meeting held Tuesday, June 4, 2019.

Sponsors: City Clerk Melinda Sayre

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

Recommended Action:

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

Sponsors: Director of Finance Casey Brooksher

3. Treasurer's Cash Report for the unaudited period ended April 30, 2019

Recommended Action:

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

Sponsors: Director of Finance Casey Brooksher

4. Audit Services for FY 2018-19 – **Hesperia Fire Protection District Special Meeting item.**

Recommended Action:

It is recommended that the City of Hesperia, Successor Agency to the Hesperia Community Redevelopment Agency, Hesperia Housing Authority, Community Development Commission, Hesperia Fire Protection District, and Hesperia Water District Council/Boards/Commissions enter into a Professional Services Agreement with the independent certified public accounting firm White Nelson Diehl Evans LLP, in the amount of \$97,675 for performing the audit of the City and its component units, for the fiscal year ended June 30, 2019, as well as additional required State reporting for the year ended June 30, 2019.

Sponsors: Director of Finance Casey Brooksher

5. Award of Banking Services Contract to US Bank

Recommended Action:

It is recommended that the City Council, Community Development Commission, Hesperia Housing Authority, Hesperia Fire Protection District, and Hesperia Water District Board authorize (1) the City Attorney to

negotiate a 5-year contract with US Bank and (2) the City Manager to approve said contract.

Sponsors: Director of Finance Casey Brooksher

6. Security Services Contract, Civic Center and Mojave Corporate Yard

Recommended Action:

It is recommended that the Mayor and Council Members and Chair and Board Members of the Hesperia Water District authorize the City Manager to execute a new three year Professional Services Agreement (2018-19-064) with Infinity National Services Inc. for the not-to-exceed amount of \$284,000.

Sponsors: Assistant City Manager Michael Blay

7. Award Weed Abatement Contract - Lawnscape Systems Inc.

Recommended Action:

It is recommended that the City Council authorize the City Manager to execute a three (3) year contract to the lowest responsive/responsible bidder, Lawnscape Systems Inc., for weed abatement services, in the amount of \$156,705, with a 10% contingency of \$15,670.50, for a contract authority in the not-to-exceed amount of \$172,375.50.

Sponsors: Public Works Manager Mark Faherty

8. Tony Strickland Consulting Contract Extension

Recommended Action:

It is requested that the City Council consider an extension to the Professional Services Agreement with Tony Strickland Consulting for Federal Legislative Consulting Services for one year effective July 1, 2019 through June 30, 2020.

Sponsors: Management Analyst Julie Ryan

Item 8 was pulled for discussion by Mayor Bird.

C. Wolf commented on item 8.

Consensus by the Council to have the City Manager look into concerns raised during public comment regarding possible administrative violations by Mr. Strickland.

A motion was made by Gregg, seconded by Brosowske, that this item be approved as amended to remove the contract increase and include a clause to terminate contract with 30 days' notice. The motion carried by the following vote:

Aye: 5 - Bird, Holland, Brosowske, Gregg and Swanson

Nay: 0

9. United States Department of Transportation Better Utilizing Investments to Leverage Development Grant Program

Recommended Action:

It is recommended that the City Council adopt Resolution No. 2019-30 approving and authorizing (1) the submittal of a grant application requesting \$15.6 million in funding from the United States Department of Transportation Better Utilizing Investments to Leverage Development ("BUILD") Transportation Discretionary Grant Program for the construction of the Ranchero Road Safety, Mobility, and Economic Opportunity Expansion Project; (2) authorize the City Manager to submit this grant application; and (3) direct the City

Manager to negotiate cost sharing agreements with SBC, San Bernardino County Transportation Authority (SBCTA) and private developer(s).

Sponsors: Management Analyst Julie Ryan

10. Paving Material Demands for Fiscal Year 2019-20

Recommended Action:

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

Sponsors: Public Works Manager Mark Faherty

11. Amendment to Contract Services Agreement with Aleshire & Wynder, LLP

Recommended Action:

It is recommended that the City Council consider an amendment to the Contract Services Agreement with Aleshire & Wynder, LLP (City Attorney) amending rates for legal services.

Sponsors: City Attorney Eric Dunn

12. Cancellation of July 2, 2019 City Council and Subsidiary District Meeting

Recommended Action:

It is recommended that the City Council, the Board of Commissioners of the Hesperia Community Development Commission, and the Board of Directors of the Successor to the Hesperia Community Redevelopment Agency, Hesperia Housing Authority, and the Hesperia Water District cancel the regularly scheduled July 2, 2019 meetings due to lack of agenda items and quorum.

Sponsors: City Clerk Melinda Sayre

PUBLIC HEARING

13. Fiscal Year 2019-20 Proposed Capital Improvement Program (CIP) Budget Adoption

Recommended Action:

It is recommended that the City Council and the Board of Directors of the Hesperia Water District hold a Public Hearing and adopt the following Resolutions approving the Fiscal Year 2019-20 Proposed CIP Budget for the City of Hesperia and the Hesperia Water District:

- 1) City of Hesperia Resolution No. 2019-29 adopting the Fiscal Year CIP 2019-20 Budget
- 2) Hesperia Water District Resolution HWD 2019-07 adopting the Fiscal Year CIP 2019-20 Budget

Sponsors: Assistant City Manager Michael Blay and Director of Finance Casey Brooksher

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

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

Aye: 5 - Bird, Holland, Brosowske, Gregg and Swanson

Nay: 0

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

Daniel Krist commented on meeting attendees.

Ramona Allen commented on spay and neuter requirements.

COUNCIL COMMITTEE REPORTS AND COMMENTS

Council Member Swanson commented on attendance at SBCTA and MDAQMD meetings, high school graduations, State of the Chamber, the San Bernardino County Special Districts meeting, and July 4 holiday.

Council Member Brosowske commented on serving as a council member.

Council Member Gregg commented on Father's Day and July 4 holidays, and upcoming attendance at the Tri-agency meeting.

Mayor Pro Tem Holland commented on changing his primary representative role on SBCTA and Desert Mountain Division meetings, Father's Day holiday, and moving public comments on the agenda.

Mayor Bird commented on agendizing an item to discuss options for Council Member meeting attendance during normal business hours, attendance at VVTA meeting and State of the Chamber, and Father's Day holiday.

CITY MANAGER/CITY ATTORNEY/STAFF REPORTS

None

ADJOURNMENT

7:36 p.m.

*Melinda Sayre,
City Clerk*

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City of Hesperia STAFF REPORT



DATE: July 16, 2019

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

FROM: Nils Bentsen, City Manager

BY: Casey Brooksher, Director of Finance
George Pirsko, Senior Financial Analyst
Keith Cheong, Financial Analyst

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

RECOMMENDED ACTION

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

BACKGROUND

The Warrant Run totals represented below are for the period May 25, 2019 through June 28, 2019.

<u>Agency/District</u>	<u>Accounts Payable</u>	<u>Payroll</u>	<u>Wires</u>	<u>Totals</u>
City of Hesperia	\$1,304,414.24	\$707,562.49	\$0.00	\$2,011,976.73
Successor Agency	0.00	0.00	0.00	0.00
Housing Authority	73.28	6,307.60	0.00	6,380.88
Community Development Commission	11,320.58	12,674.34	0.00	23,994.92
Water	4,854,948.02	297,340.82	880,145.58	6,032,434.42
Totals	\$6,170,756.12	\$1,023,885.25	\$880,145.58	\$8,074,786.95

The wire amounts are as follows:

- \$23,887.71 to Bank of America, N.A. for Hesperia Water Swap Interest Payment.
- \$856,257.87 to U.S. Bank Trust N.A. for Hesperia Water 1998A Principal and Interest Payment.

ATTACHMENT(S)

1. Warrant Runs

City of Hesperia
WARRANT RUNS
05/25/2019 - 06/28/2019

FUND #	FUND NAME	W/E 5/31/2019	W/E 6/7/2019	W/E 6/14/2019	W/E 6/21/2019	W/E 6/28/2019	WARRANT TOTALS	Wires	YEAR-TO DATE TOTALS *	PRIOR FY YTD DATE TOTALS
Accounts Payable										
100	GENERAL	\$ 34,160.24	\$ 56,509.84	\$ 109,285.36	\$ 135,968.75	\$ 29,979.25	\$ 365,903.44	\$ -	\$ 20,835,727.20	\$ 22,280,887.60
200	HESPERIA FIRE DISTRICT	\$ -	\$ 136.00	\$ -	\$ -	\$ -	\$ 136.00	\$ -	\$ 356,677.14	\$ 10,631,762.72
204	MEASURE I - RENEWAL	\$ -	\$ -	\$ 50.00	\$ -	\$ 2,280.50	\$ 2,330.50	\$ -	\$ 276,715.51	\$ 1,541,488.13
205	GAS TAX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,795.00	\$ 139,065.04
207	LOCAL TRANSPORT-SB 325	\$ -	\$ -	\$ -	\$ -	\$ 38,046.02	\$ 38,046.02	\$ -	\$ 275,149.94	\$ 475,743.63
209	GAS TAX-RMRA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,895.99	\$ 473,104.01
251	CDBG	\$ 2,540.00	\$ 199,250.08	\$ 1,954.17	\$ 651.25	\$ 2,904.50	\$ 207,300.00	\$ -	\$ 454,737.11	\$ 1,528,558.24
254	AB2766 - TRANSIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,600.00	\$ 79,240.43
256	ENVIRONMENTAL PROGRAMS GRANT	\$ 6.00	\$ 76.02	\$ 6.47	\$ 1,889.43	\$ 183.66	\$ 2,161.58	\$ -	\$ 37,203.90	\$ 41,097.53
257	NEIGHBORHOOD STABILIZATION PROG	\$ 450.00	\$ 11.64	\$ 812.24	\$ 157.50	\$ 1,323.26	\$ 2,754.64	\$ -	\$ 31,045.79	\$ 13,312.73
260	DISASTER PREPARED GRANT	\$ 2,220.00	\$ 76.02	\$ -	\$ -	\$ -	\$ 2,296.02	\$ -	\$ 10,466.10	\$ 8,378.80
263	STREETS MAINTENANCE	\$ 16,962.04	\$ 29,708.85	\$ 10,202.12	\$ 2,570.20	\$ 8,876.53	\$ 68,319.74	\$ -	\$ 1,830,390.19	\$ 1,864,965.89
300	DEV. IMPACT FEES - STREET	\$ -	\$ -	\$ -	\$ 67.50	\$ -	\$ 67.50	\$ -	\$ 2,459,067.74	\$ 691,204.22
301	DEV. IMPACT FEES - STORM DRAIN	\$ -	\$ -	\$ -	\$ -	\$ 1,395.00	\$ 1,395.00	\$ -	\$ 49,207.07	\$ 76,477.50
402	WATER RIGHTS ACQUISITION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,431,053.25	\$ 1,431,657.96
403	2013 REFUNDING LEASE REV BONDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 811,304.31	\$ 790,500.94
501	CFD 91-3 BELGATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 364,657.05	\$ -
502	FIRE STATION BUILDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,790,888.41	\$ 319,148.66
504	CITY WIDE STREETS - CIP	\$ -	\$ -	\$ -	\$ -	\$ 2,045.00	\$ 2,045.00	\$ -	\$ 25,192.23	\$ 890.00
509	CITY FACILITIES CIP	\$ -	\$ -	\$ 656.25	\$ -	\$ -	\$ 656.25	\$ -	\$ 763,057.38	\$ -
800	EMPLOYEE BENEFITS	\$ 7,848.80	\$ 300,381.31	\$ 56,571.37	\$ 143,214.94	\$ 28,739.67	\$ 536,756.09	\$ -	\$ 7,170,034.73	\$ 6,842,687.26
801	TRUST/AGENCY	\$ 15,399.61	\$ 1,635.41	\$ 245.35	\$ 1,969.56	\$ 54,996.53	\$ 74,246.46	\$ -	\$ 2,426,675.21	\$ 2,914,460.99
802	AD 91-1 AGENCY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367.50	\$ 951.50
804	TRUST-INTEREST BEARING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720.00	\$ 49,070.76
807	CFD 2005-1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 818,526.77	\$ 1,182,603.43
808	HFPD (TRANSITION)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,232,403.50	\$ -
	CITY	\$ 79,586.69	\$ 587,785.17	\$ 179,783.33	\$ 286,421.63	\$ 170,837.42	\$ 1,304,414.24	\$ -	\$ 49,508,559.02	\$ 53,377,257.97
160	REDEVELOP OBLIG RETIREMENT - PA1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,306,154.96	\$ 7,562,034.60
161	REDEVELOP OBLIG RETIREMENT - PA2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 426,569.15	\$ 611,922.38
162	REDEVELOP OBLIG RETIREMENT-HOUSING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,476,736.59	\$ 3,277,591.93
163	REDEVELOP OBLIG RETIREMENT-2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,870,776.99	\$ -
173	SUCCESSOR AGENCY ADMINISTRATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,005.00	\$ 4,320.00
	SUCCESSOR AGENCY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,084,242.69	\$ 11,455,868.91
370	HOUSING AUTHORITY	\$ 6.00	\$ 38.01	\$ -	\$ 29.27	\$ -	\$ 73.28	\$ -	\$ 135,338.14	\$ 84,684.62
	HOUSING AUTHORITY	\$ 6.00	\$ 38.01	\$ -	\$ 29.27	\$ -	\$ 73.28	\$ -	\$ 135,338.14	\$ 84,684.62
170	COMMUNITY DEVELOPMENT COMMISSION	\$ 4,514.77	\$ 783.51	\$ -	\$ 4,004.55	\$ 2,017.75	\$ 11,320.58	\$ -	\$ 224,056.37	\$ 250,986.86
	COMMUNITY DEVELOPMENT COMMISSION	\$ 4,514.77	\$ 783.51	\$ -	\$ 4,004.55	\$ 2,017.75	\$ 11,320.58	\$ -	\$ 224,056.37	\$ 250,986.86
700	WATER OPERATING	\$ 36,591.87	\$ 314,998.56	\$ 2,320,719.98	\$ 50,275.52	\$ 870,900.56	\$ 3,593,486.49	\$ 880,145.58	\$ 10,967,826.94	\$ 11,106,416.34
701	WATER CAPITAL	\$ -	\$ 615,051.85	\$ 24,877.50	\$ 6,442.50	\$ 357,760.94	\$ 1,004,132.79	\$ -	\$ 6,174,937.87	\$ 3,823,097.64
710	SEWER OPERATING	\$ 208,576.21	\$ 2,083.31	\$ 28,524.22	\$ 6,497.71	\$ 11,083.69	\$ 256,765.14	\$ -	\$ 5,862,437.45	\$ 1,857,246.24
711	SEWER CAPITAL	\$ -	\$ -	\$ 563.60	\$ -	\$ -	\$ 563.60	\$ -	\$ 138,248.66	\$ 1,927.50
	WATER	\$ 245,168.08	\$ 932,133.72	\$ 2,374,685.30	\$ 63,215.73	\$ 1,239,745.19	\$ 4,854,948.02	\$ 880,145.58	\$ 23,143,450.92	\$ 16,788,687.72
	ACCOUNTS PAYABLE TOTAL	\$ 329,275.54	\$ 1,520,740.41	\$ 2,554,468.63	\$ 353,671.18	\$ 1,412,600.36	\$ 6,170,756.12	\$ 880,145.58	\$ 83,095,647.14	\$ 81,957,486.08
REG. PAYROLL										
	City	\$ 246,087.36	\$ -	\$ 225,455.98	\$ -	\$ 236,019.15	\$ 707,562.49	\$ -	\$ 6,168,242.95	\$ 5,889,652.77
	Housing Authority	\$ 2,112.76	\$ -	\$ 2,080.88	\$ -	\$ 2,113.96	\$ 6,307.60	\$ -	\$ 55,784.79	\$ 86,431.71
	Community Development Commission	\$ 4,346.41	\$ -	\$ 4,131.02	\$ -	\$ 4,196.91	\$ 12,674.34	\$ -	\$ 107,698.81	\$ 182,210.25
	Water	\$ 99,780.14	\$ -	\$ 96,841.12	\$ -	\$ 100,719.56	\$ 297,340.82	\$ -	\$ 2,569,580.79	\$ 2,516,364.29
	PAYROLL TOTAL	\$ 352,326.67	\$ -	\$ 328,509.00	\$ -	\$ 343,049.58	\$ 1,023,885.25	\$ -	\$ 8,901,307.34	\$ 8,674,659.02

* The year to date totals for this Warrant Report are for the 2018-19 fiscal year starting July 1, 2018.

City of Hesperia STAFF REPORT



DATE: July 16, 2019

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

FROM: Nils Bentsen, City Manager

BY: Casey Brooksher, Director of Finance
Anne Duke, Deputy Finance Director
Robert Worby, Financial Analyst

SUBJECT: Treasurer's Cash Report for the unaudited period ended May 31, 2019

RECOMMENDED ACTION

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

BACKGROUND

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

ISSUES/ANALYSIS

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

FISCAL IMPACT

These reports reflect unaudited cash balances as of May 31, 2019.

ALTERNATIVE(S)

Provide alternative direction to staff.

ATTACHMENT(S)

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

CITY OF HESPERIA

<u>FUND</u>	<u>VALUE</u>
General Fund (100 & 800)	\$ 5,700,785.79
Fire District Fund (200)	120,958.21
HFPD (PERS) (210)	754,189.34
AB27666 - Transit (254)	23,412.98
AB3229 Supplemental Law (255)	161,896.98
AD No. 91-1 (802)	361,918.32
Beverage Recycling Grant (256)	139,889.51
CFD 2005-1 (807)	1,719,276.14
HFPD Transition (808)	621,163.90
City Wide-Capital Projects (504)	(13,907.65)
City Facilities CIP (509)	(134,923.60)
Community Dev Block Grant (251, 252, & 253)	543,693.15
Development Impact Fund (300-304)	9,544,206.36
Development Impact Fund 2018 (306-312)	778,438.94
Disaster (260)	44,077.13
Gas Tax Fund (205)	2,507.80
Gas Tax - RMRA (209)	1,359,376.66
Gas Tax Swap (206)	152,436.73
Local Transportation SB325 (207)	1,308,919.34
Measure I - Renewal (204)	4,444,261.52
Neighborhood Stabilization Prog (257)	2,311,261.63
Public Works Street Maint (263)	878,509.45
Trust Fund (801, 803-806, & 815)	1,753,038.78
2012 Water Rights Acquisition (402)	12,420.48
2013 Refunding Lease Rev Bonds (403)	(50,638.77)
TOTAL CITY FUNDS	\$ 32,537,169.12

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

<u>FUND</u>	<u>VALUE</u>
Redevelop Oblig Retirement - (160, 161, & 162)	\$ 830,059.59
RORF Retention - (163)	8,207,248.00
TOTAL SUCCESSOR AGENCY FUNDS	\$ 9,037,307.59

HESPERIA HOUSING AUTHORITY

<u>FUND</u>	<u>VALUE</u>
Hesperia Housing Authority Fund (370)	\$ 3,453,581.29
VVEDA Housing Authority (371)	1,768,271.06
TOTAL HOUSING AUTHORITY FUNDS	<u>\$ 5,221,852.35</u>

COMMUNITY DEVELOPMENT COMMISSION

<u>FUND</u>	<u>VALUE</u>
Community Development Commission Fund (170)	<u>\$ (845,523.52)</u>

WATER

<u>FUND</u>	<u>VALUE</u>
Water Operating (700)	\$ 8,725,258.10
Water Capital (701)	(13,325,843.93)
Sewer Operating (710)	10,840,277.51
Sewer Capital (711)	4,285,600.10
TOTAL WATER FUNDS	<u>\$ 10,525,291.78</u>

City of Hesperia
Investment Report
Unaudited
May 31, 2019

ATTACHMENT 1

<u>Type of Investment</u>	<u>Institution/ Fiscal Agent</u>	<u>Interest Rate</u>	<u>Date of Purchase</u>	<u>Date of Maturity</u>	<u>Par Value at Maturity</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Account Description</u>
Investments under the direction of the City:								
Local Agency Investment Funds	State of Calif.	2.449%	31-May-19	Demand	\$ 26,375,248.09	26,375,248.09	26,375,248.09	
Money Market	Bank of the West	1.610%	31-May-19	Demand	4,371,373.08	4,371,373.08	4,371,373.08	
Citizens Business Bank Checking	Citizens Bus Bank	n/a	31-May-19	Demand	1,790,547.95	1,790,547.95	1,790,547.95	
Total Unaudited Investments under the direction of the City					\$ 32,537,169.12	\$ 32,537,169.12	\$ 32,537,169.12	


Investments under the direction of fiscal agents:

2012 Lease Revenue Bonds	Union	2.330%	31-May-19	Demand	184.82	184.82	184.82	2012 - Water Rights Revenue Fund
2012 Lease Revenue Bonds	Union	2.330%	31-May-19	Demand	1,475,463.32	1,475,463.32	1,475,463.32	2012 - Water Rights Reserve Fund
2012 Lease Revenue Bonds	Union	3.230%	31-May-19	Demand	0.31	0.31	0.31	2012 - Water Rights Surplus Revenue Fund
2013 Refunding Lease Revenue Bonds	Union	2.320%	31-May-19	Demand	276.70	276.70	276.70	2005 Civic Plaza - Revenue Fund
2013 Refunding Lease Revenue Bonds	Union	2.330%	31-May-19	Demand	1,168,223.52	1,168,223.52	1,168,223.52	2005 Civic Plaza - Reserve Fund
2013 Refunding Lease Revenue Bonds	Union	3.230%	31-May-19	Demand	0.31	0.31	0.31	2005 Civic Plaza - Surplus Rev Fund
2014 CFD 2005-1 Refunding	Union	2.330%	31-May-19	Demand	69.22	69.22	69.22	2014 CFD 05-1 - Special Tax Fund
2014 CFD 2005-1 Refunding	Union	2.330%	31-May-19	Demand	96.62	96.62	96.62	2014 CFD 05-1 - Bond Fund
2014 CFD 2005-1 Refunding	Union	2.330%	31-May-19	Demand	1,439,048.81	1,439,048.81	1,439,048.81	2014 CFD 05-1 - Reserve Fund
2014 CFD 2005-1 Refunding	Union	2.330%	31-May-19	Demand	23,491.87	23,491.87	23,491.87	2014 CFD 05-1 Administrative Expense Bonds
Deposits - Workers' Comp	PERMA	n/a	31-May-19	n/a	1,009,986.43	1,009,986.43	1,009,986.43	GL 1352
Total Unaudited Investments under the direction of fiscal agents					\$ 5,116,841.93	5,116,841.93	5,116,841.93	

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

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

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


Virginia Villasenor, Senior Accountant

Investment Report**Unaudited**
May 31, 2019

<u>Type of Investment</u>	<u>Issuer/ Institution</u>	<u>Interest Rate</u>	<u>Date of Purchase</u>	<u>Date of Maturity</u>	<u>Par Value at Maturity</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Account Description</u>
Investments under the direction of the City:								
Local Agency Investment Funds	State of Calif.	2.449%	31-May-19	Demand	\$ 7,325,813.41	\$ 7,325,813.41	7,325,813.41	
Money Market	Bank of the West	1.610%	31-May-19	Demand	1,214,163.50	1,214,163.50	1,214,163.50	
Citizens Business Bank Checking	Citizens Bus Bank	n/a	31-May-19	Demand	497,330.68	497,330.68	497,330.68	
Total Unaudited Investments under the direction of the City					\$ 9,037,307.59	\$ 9,037,307.59	\$ 9,037,307.59	

Investments under the direction of fiscal agents:

2018 Refunding Bonds	Union	0.000%	31-May-19	Demand	1.00	1.00	1.00	2018A & 2018B - Debt Service Account
2018 Refunding Bonds	Union	2.320%	31-May-19	Demand	15,939.72	15,939.72	15,939.72	2018A & 2018B - Interest Account
2018 Refunding Bonds	Union	0.000%	31-May-19	Demand	1.00	1.00	1.00	2018A & 2018B - Reserve Account
2018 Refunding Bonds	Union	2.090%	31-May-19	Demand	4,580,033.25	4,528,200.04	4,580,033.25	2018A & 2018B - Escrow Account
Total Unaudited Investments under the direction of fiscal agents					\$ 4,595,974.97	\$ 4,544,141.76	\$ 4,595,974.97	

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

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

* Note: The 2005 and 2007 Series Bonds were refinanced to 2018 Series Bonds in November 2018.


Virginia Villasenor, Senior Accountant

Hesperia Housing Authority

ATTACHMENT 3

Investment Report

Unaudited

May 31, 2019

<u>Type of Investment</u>	<u>Issuer/ Institution</u>	<u>Interest Rate</u>	<u>Date of Purchase</u>	<u>Date of Maturity</u>	<u>Par Value at Maturity</u>	<u>Book Value</u>	<u>Market Value</u>
Investments under the direction of the City:							
Local Agency Investment Funds	State of California	2.449%	31-May-19	Demand	\$ 4,232,932.83	4,232,932.83	4,232,932.83
Money Market	Bank of the West	1.610%	31-May-19	Demand	701,556.57	701,556.57	701,556.57
Citizens Business Bank Checking	Citizens Business Bank	n/a	31-May-19	Demand	287,362.95	287,362.95	287,362.95
Total Unaudited Investments under the direction of the City					\$ 5,221,852.35	\$ 5,221,852.35	\$ 5,221,852.35

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


Virginia Villasenor, Senior Accountant

Investment Report**Unaudited****May 31, 2019**

<u>Type of Investment</u>	<u>Issuer/ Institution</u>	<u>Interest Rate</u>	<u>Date of Purchase</u>	<u>Date of Maturity</u>	<u>Par Value at Maturity</u>	<u>Book Value</u>	<u>Market Value</u>
Investments under the direction of the City:							
Local Agency Investment Funds	State of California	2.449%	31-May-19	Demand	\$ (685,397.45)	(685,397.45)	(685,397.45)
Money Market	Bank of the West	1.610%	31-May-19	Demand	(113,596.20)	(113,596.20)	(113,596.20)
Citizens Business Bank Checking	Citizens Business Bank	n/a	31-May-19	Demand	(46,529.87)	(46,529.87)	(46,529.87)
Total Unaudited Investments under the direction of the City					\$ (845,523.52)	\$ (845,523.52)	\$ (845,523.52)

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


Virginia Villasenor, Senior Accountant

Hesperia Water District
Investment Report
Unaudited
May 31, 2019

ATTACHMENT 5

<u>Type of Investment</u>	<u>Issuer/ Institution</u>	<u>Interest Rate</u>	<u>Date of Purchase</u>	<u>Date of Maturity</u>	<u>Par Value at Maturity</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Account Description</u>
Investments under the direction of the City:								
Local Agency Investment Funds	State of California	2.449%	31-May-19	Demand	\$ 8,532,001.69	8,532,001.69	8,532,001.69	
Money Market	Bank of the West	1.610%	31-May-19	Demand	1,414,074.38	1,414,074.38	1,414,074.38	
Citizens Business Bank Checking	Citizens Business Bank	n/a	31-May-19	Demand	579,215.71	579,215.71	579,215.71	
Total Unaudited Investments under the direction of the City					\$ 10,525,291.78	\$ 10,525,291.78	\$ 10,525,291.78	

Investments under the direction of fiscal agents:

First American Treas - Money Market	US Bank	0.000%	31-May-19	Demand	9,061.89	9,061.89	9,061.89	98 A - 95453340
First American Treas - Money Market	US Bank	0.000%	31-May-19	Demand	31.76	32.76	31.76	98 A - 95453341
98 A Dep w/Trustee - Collateral	Bank of America	n/a	31-May-19	Demand	1,880,000.00	1,880,000.00	1,880,000.00	GL 1319
Deposits - Workers' Comp	PERMA	n/a	31-May-19	n/a	531,769.34	531,769.34	531,769.34	GL 1352
Deposits w/Other Agencies	Various	n/a	31-May-19	n/a	0.00	0.00	0.00	GL 1350
Total Unaudited Investments under the direction of fiscal agents					\$ 2,420,862.99	\$ 2,420,863.99	\$ 2,420,862.99	

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

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


Virginia Villasenor, Senior Accountant

City of Hesperia STAFF REPORT



DATE: July 16, 2019

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

BY: Michael Blay, Assistant City Manager
Tina Souza, Senior Management Analyst

SUBJECT: Award Contract for Bear Valley Road Bus Stop Relocation Project, C.O. No. 7148

RECOMMENDED ACTION

It is recommended that the City Council award a construction contract for the Bear Valley Road Bus Stop Relocation Project, C.O. No. 7148 to the lowest responsive/responsible bidder, TIS, Inc. in the amount of \$119,451; approve a 10% contingency in the amount of \$11,945 for a total contract amount of \$131,396; and authorize City Manager to execute the contract.

BACKGROUND

On October 17, 2017, the City was awarded a grant to relocate the bus stop on Bear Valley Road near Hesperia Road further east, as well as construct curb, gutter, and sidewalk to the new location for improved accessibility for all transit users. The intersection at Bear Valley Road and Hesperia Road often experiences back-up into the intersection as a result of transit bus operations. Relocating the bus stop will be safer for vehicular traffic and transit passengers.

Shortly after receipt of grant award, the property owner of the parcel adjacent to the new bus stop location came to the City with a development project. Because the developer would be required to construct many of the same components planned for the bus stop relocation project as a condition of development, the developer has agreed to reimburse the City for the match to the grant as it relates to construction.

ISSUES/ANALYSIS

Staff began advertisement to solicit bids for the project on May 2, 2019. In addition, the project was released via the City's Public Purchase electronic bidding platform. Bids were received, opened, and publicly read on May 29, 2019. Four contractors participated in the bid process as follows:

TIS, Inc. \$119,451
Christensen Brothers General Engineering, Inc. \$178,432
G.M. Sager Construction \$234,347
Onyx Paving Company Inc. \$266,000

Staff has performed its due diligence of the bid responses received and has determined that of the four bidders, TIS, Inc. is determined the lowest responsive/responsive bidder.

Staff recommends award of a contract to construct improvements for the Bear Valley Road Bus Stop Relocation Project (C.O. 7148) to TIS, Inc. Construction should take no longer than 30 days from the issuance of a Notice to Proceed to complete.

FISCAL IMPACT

Funding for the project is budgeted in the approved Fiscal Year 2019-20 Capital Improvement Program Budget. A trust account has been established for the developer's deposit. Subsequently, construction costs, less the grant amount, will be charged against said deposited funds.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

None



DATE: July 16, 2019
TO: Mayor and Council Members
FROM: Nils Bentsen, City Manager
BY: Michael Blay, Assistant City Manager
Jamie Carone, Administrative Analyst
SUBJECT: Parcel Map No. 19944

RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 2019-031 approving Parcel Map No. 19944 to create five parcels from 4.7 gross acres zoned General Manufacturing (I2) located on the northwest corner of Eucalyptus Street and Darwin Avenue (Applicant: Doug Cox; APN: 0415-243-04).

BACKGROUND

On May 16, 2018 the Development Review Committee approved Tentative Parcel Map No. 19944 to create five parcels from 4.7 gross acres zoned General Manufacturing (I2) located on the northwest corner of Eucalyptus Street and Darwin Avenue (APN: 0415-243-04).

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. 2019-031
2. Parcel Map No. 19944

RESOLUTION NO. 2019-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, APPROVING PARCEL MAP NO. 19944 TO CREATE FIVE PARCELS FROM 4.7 GROSS ACRES ZONED GENERAL MANUFACTURING (I2) LOCATED ON THE NORTHWEST CORNER OF EUCALYPTUS STREET AND DARWIN AVENUE (APPLICANT: DOUG COX; APN: 0415-243-04).

WHEREAS, On May 16, 2018, the Development Review Committee approved Tentative Parcel Map No. 19944 to create five parcels from 4.7 gross acres zoned General Manufacturing (I2) located on the northwest corner of Eucalyptus Street and Darwin Avenue (APN: 0415-243-04);

WHEREAS, Parcel Map No. 19944 is to create five parcels from 4.7 gross acres zoned General Manufacturing (I2) located on the northwest corner of Eucalyptus Street and Darwin 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. 19944 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 16th day of July, 2019.

Larry Bird
Mayor

ATTEST:

Melinda Sayre
City Clerk

PARCEL MAP NO. 19944

BEING A SUBDIVISION OF LOT 54 OF TRACT NO. 4600, PER BOOK 59, PAGES 43-47, INCLUSIVE OF MAPS, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

ALLARD ENGINEERING

JUNE, 2018

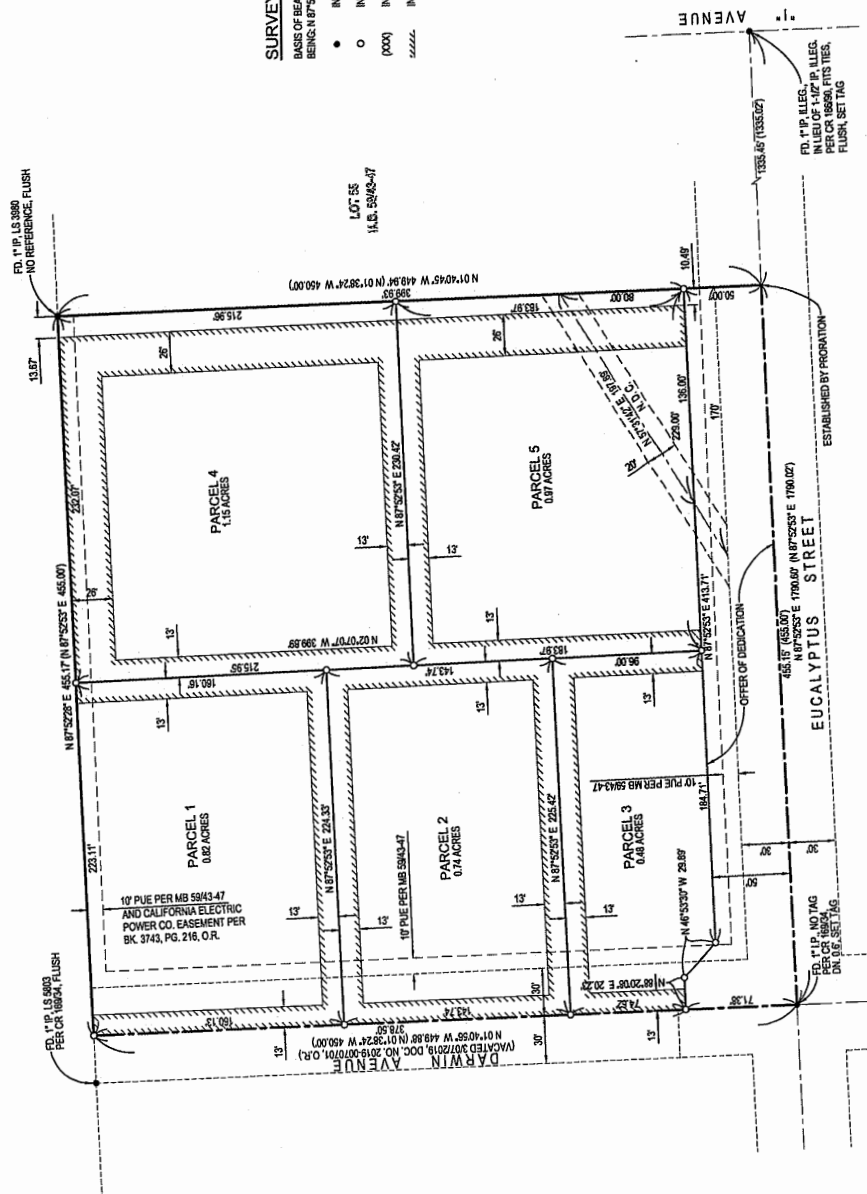


SCALE: 1"=50'

SURVEYOR'S NOTES:

BASIS OF BEARINGS: TAKEN FROM THE CENTERLINE OF EUCALYPTUS STREET AS SHOWN ON TRACT NO. 4600, MB 5943-47
 BEING: N 87°52'53" E

- INDICATES MONUMENT FOUND AS NOTED
- INDICATES 1" IRON PIPE, 18" LONG, SET AND TAGGED LS 8244
- (xxx) INDICATES RECORD DATA PER TRACT NO. 4600, MB 59/43-47
- //// INDICATES RECIPROCAL ACCESS EASEMENT



City of Hesperia STAFF REPORT



DATE: July 16, 2019

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- Hydrant, Brass, and Pipe Materials

RECOMMENDED ACTION

It is recommended that the Board of Directors of the Hesperia Water District authorize the City Manager to approve an annual contract for Fiscal Year 2019-20 to purchase Mueller parts for the Water Operations and Pipeline Division replacement program in the not-to-exceed amount of \$215,000.

BACKGROUND

The Hesperia Water District established a formal request for Bids under Warehouse commodity-Hydrant, Brass, and Pipe Materials. Three (3) material service providers responded: Inland Water Works Supply, Core & Main, and Ferguson Waterworks. Inland Water Works Supply has been deemed to be the lowest responsible/responsive bidder. These products are needed for the maintenance and repair of the water system infrastructure.

ISSUES/ANALYSIS

The intention of this program is to obtain optimum water material pricing by using the formal bidding process and awarding an annual purchase agreement to the lowest responsible/responsive material service provider.

FISCAL IMPACT

Adequate budget exists within the FY 2019-20 Budget.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

None.

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City of Hesperia STAFF REPORT



DATE: July 16, 2019

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

FROM: Nils Bentsen, City Manager

BY: Casey Brooksher, Director of Finance
Rachel Molina, Assistant to the City Manager
Rita Perez, Human Resources Manager

SUBJECT: Revised Combined Compensation Schedules

RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 2019-033 and the Board of Directors of the Hesperia Water District adopt Resolution HWD 2018-13; approving the City's Fiscal Year (FY) 2019-20 revised Combined Compensation Schedule effective July 1, 2019 for the addition of new positions, as well as a second schedule effective on July 6, 2019 to incorporate the approved salary increases.

BACKGROUND

The California Public Employees' Retirement System (CalPERS) requires that the City Council, Commissions, and Board of Directors (City Council) approve and adopt a Combined Compensation Schedule whenever there are changes to salaries. In order for an employee to receive service credit for a salary, the salary must be listed on an approved and adopted Compensation Schedule.

The most recent approved and adopted revised Combined Compensation Schedule occurred on July 17, 2018 with the adoption of Resolution No. 2018-043 and HWD 2018-13.

ISSUES/ANALYSIS

On June 4, 2019, the City Council adopted the FY 2019-20 Budget with Resolution No. 2019-024, HWD 2019-05, CDC 2019-03, and HHA 2019-03. The FY 2019-20 Budget included new positions effective July 1, 2019 and incorporated a 2.5% Cost of Living Adjustment (COLA) to salaries effective July 6, 2019.

FISCAL IMPACT

There is no fiscal impact to adopting the Combined Compensation Schedules as this is an information schedule required by CalPERS and all increases are included in the Fiscal Year 2019-20 adopted budget.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Resolution No. 2019-033
2. Resolution HWD 2019-08
3. Combined Compensation Schedule Revised and Effective July 1, 2019
4. Combined Compensation Schedule Revised and Effective July 6, 2019

RESOLUTION NO. 2019-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, APPROVING THE CITY'S REVISED COMBINED COMPENSATION SCHEDULES

WHEREAS, in compliance with California Public Employees' Retirement System (CalPERS) and Title 2 of California Code of Regulations Section 570.5, the City Council of the City of Hesperia must approve and adopt a Compensation Schedule that lists all employee positions; and

WHEREAS, the City Council of the City of Hesperia adopted a revised Combined Compensation Schedule on July 17, 2018; and

WHEREAS, Resolution 2018-053 Exhibit A prescribes the salaries, benefits, and other related policies for employees of the City not represented by an employee labor relations organization and commonly called Non-Represented Employees; and

WHEREAS, Resolution 2018-013 Exhibit A prescribes a Memorandum of Understanding and the salaries, benefits, and other terms and conditions for employees of the City of Hesperia represented by the Teamsters, Local 1932; and

WHEREAS, on February 20, 2018, the City Council approved an Employment Agreement with the City Manager which prescribes his salaries and benefits; and

WHEREAS, the City Council has previously approved the salaries included in the Fiscal Year 2018-19 Budget on June 5, 2018; and

WHEREAS, the City Council has previously approved new positions and salaries included in the Fiscal Year 2019-20 Budget on June 4, 2019.

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

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

Section 2. That the City Council approves the attached revised Combined Compensation Schedules effective July 1, 2019 and July 6, 2019. The schedules lists all employee positions, clearly indicates the time base for salaries, base pay rates only and includes the effective and revised dates of the schedule. The schedules will be posted on the City's internet page once approved.

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 16th day of July 2019.

Larry Bird, Mayor

ATTEST:

Melinda Sayre, City Clerk

RESOLUTION HWD NO. 2019-08

A RESOLUTION OF THE HESPERIA WATER DISTRICT OF THE CITY OF HESPERIA, CALIFORNIA, APPROVING THE DISTRICT'S REVISED COMBINED COMPENSATION SCHEDULES

WHEREAS, in compliance with California Public Employees' Retirement System (CalPERS) and Title 2 of California Code of Regulations Section 570.5, the Board of Directors of the Hesperia Water District must approve and adopt a Compensation Schedule that lists all employee positions; and

WHEREAS, the Board of Directors of the Hesperia Water District adopted a revised Combined Compensation Schedule on July 17, 2018; and

WHEREAS, Resolution HWD 2018-18 Exhibit A prescribes the salaries, benefits, and other related policies for employees of the Hesperia Water District not represented by an employee labor relations organization and commonly called Non-Represented Employees; and

WHEREAS, Resolution HWD 2018-05 Exhibit A prescribes a Memorandum of Understanding and the salaries, benefits, and other terms and conditions for employees of the Hesperia Water District represented by the Teamsters, Local 1932; and

WHEREAS, the Board of Directors of the Hesperia Water District has previously approved the salaries included in the Fiscal Year 2018-19 Budget on June 5, 2018; and

WHEREAS, the Board of Directors of the Hesperia Water District has previously approved new positions and salaries included in the Fiscal Year 2019-20 Budget on June 4, 2019.

NOW THEREFORE, BE IT RESOLVED BY 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 attached revised Combined Compensation Schedules effective July 1, 2019 and July 6, 2019. The schedules lists all employee positions, clearly indicates the time base for salaries, base pay rates only and includes the effective and revised dates of the schedule. The schedules will be posted on the City's internet page once approved.

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 16th day of July 2019.

ATTEST:

Larry Bird, Chair

Melinda Sayre, City Clerk

**CITY OF HESPERIA
HESPERIA WATER DISTRICT**

COMBINED COMPENSATION SCHEDULE

INCLUDES CITY OF HESPERIA, HESPERIA WATER DISTRICT, COMMUNITY DEVELOPMENT COMMISSION AND HESPERIA HOUSING AUTHORITY

APPROVED AND ADOPTED: July 17, 2018, July 16, 2019

REVISED AND ADOPTED: July 16, 2019 Effective: July 1, 2019

Non-Represented Full-Time Monthly Rates	Benefit Group	Range #	1	2	3	4	5	6	7	8	9	10	11
Accountant	GEN	33	4,896	4,994	5,094	5,196	5,300	5,406	5,514	5,624	5,737	5,852	5,969
Accounting Technician	GEN	31	4,441	4,530	4,621	4,713	4,807	4,903	5,001	5,101	5,203	5,307	5,413
Administrative Aide	GEN	27	3,653	3,726	3,801	3,877	3,955	4,034	4,115	4,197	4,281	4,367	4,454
Administrative Analyst	PRO/SUP	34	5,141	5,244	5,349	5,456	5,565	5,676	5,790	5,906	6,024	6,145	6,268
Administrative Secretary	GEN	30	4,229	4,314	4,400	4,488	4,578	4,670	4,763	4,858	4,955	5,054	5,155
Animal Services Manager	MGT	41	7,235	7,380	7,528	7,679	7,833	7,990	8,150	8,313	8,479	8,649	8,822
Assistant City Clerk	PRO/SUP	35	5,398	5,506	5,616	5,728	5,843	5,960	6,079	6,201	6,325	6,452	6,581
Assistant City Manager	AW SR. MGT	52	12,376	12,624	12,877	13,135	13,398	13,666	13,939	14,218	14,502	14,792	15,088
Assistant Engineer	PRO/SUP	38	6,249	6,374	6,502	6,632	6,765	6,900	7,038	7,179	7,323	7,470	7,619
Assistant to the City Manager	AW SR. MGT	45	8,795	8,971	9,150	9,333	9,520	9,710	9,904	10,102	10,304	10,510	10,720
Associate Planner	PRO/SUP	38	6,249	6,374	6,502	6,632	6,765	6,900	7,038	7,179	7,323	7,470	7,619
Budget/Finance Specialist	GEN	33	4,896	4,994	5,094	5,196	5,300	5,406	5,514	5,624	5,737	5,852	5,969
Building Official	MGT	43	7,977	8,137	8,300	8,466	8,635	8,808	8,984	9,164	9,347	9,534	9,725
City Clerk	AW SR. MGT	45	8,795	8,971	9,150	9,333	9,520	9,710	9,904	10,102	10,304	10,510	10,720
Code Enforcement Supervisor	PRO/SUP	36	5,668	5,781	5,897	6,015	6,135	6,258	6,383	6,511	6,641	6,774	6,910
Community Development Supervisor	PRO/SUP	38	6,249	6,374	6,502	6,632	6,765	6,900	7,038	7,179	7,323	7,470	7,619
Community Relations Specialist	PRO/SUP	34	5,141	5,244	5,349	5,456	5,565	5,676	5,790	5,906	6,024	6,145	6,268
Construction Inspection Supervisor	PRO/SUP	39	6,562	6,693	6,827	6,964	7,103	7,245	7,390	7,538	7,689	7,843	8,000
Construction Inspector	GEN	34	5,141	5,244	5,349	5,456	5,565	5,676	5,790	5,906	6,024	6,145	6,268
Customer Service Supervisor	PRO/SUP	36	5,668	5,781	5,897	6,015	6,135	6,258	6,383	6,511	6,641	6,774	6,910
Deputy City Clerk	GEN	28	3,836	3,913	3,991	4,071	4,152	4,235	4,320	4,406	4,494	4,584	4,676
Deputy Finance Director	SR. MGT	46	9,235	9,420	9,608	9,800	9,996	10,196	10,400	10,608	10,820	11,036	11,257
Director of Development Services	AW SR. MGT	51	11,787	12,023	12,264	12,509	12,759	13,014	13,274	13,540	13,811	14,087	14,369
Director of Finance	AW SR. MGT	50	11,226	11,451	11,680	11,914	12,152	12,395	12,643	12,896	13,154	13,417	13,685
Economic Development Manager	AW SR. MGT	44	8,376	8,544	8,715	8,889	9,067	9,248	9,433	9,622	9,814	10,010	10,210
Executive Secretary	GEN	33	4,896	4,994	5,094	5,196	5,300	5,406	5,514	5,624	5,737	5,852	5,969
Facilities Supervisor	PRO/SUP	36	5,668	5,781	5,897	6,015	6,135	6,258	6,383	6,511	6,641	6,774	6,910
Financial Analyst	PRO/SUP	35	5,398	5,506	5,616	5,728	5,843	5,960	6,079	6,201	6,325	6,452	6,581
Fleet/Warehouse Supervisor	PRO/SUP	36	5,668	5,781	5,897	6,015	6,135	6,258	6,383	6,511	6,641	6,774	6,910
Geographical Information Systems Manager	MGT	41	7,235	7,380	7,528	7,679	7,833	7,990	8,150	8,313	8,479	8,649	8,822
Geographical Information Systems Technician	GEN	31	4,441	4,530	4,621	4,713	4,807	4,903	5,001	5,101	5,203	5,307	5,413
Human Resources Manager	MGT	43	7,977	8,137	8,300	8,466	8,635	8,808	8,984	9,164	9,347	9,534	9,725
Human Resources Specialist	PRO/SUP	35	5,398	5,506	5,616	5,728	5,843	5,960	6,079	6,201	6,325	6,452	6,581
Information Systems Manager	MGT	43	7,977	8,137	8,300	8,466	8,635	8,808	8,984	9,164	9,347	9,534	9,725
Information Systems Specialist	MGT	37	5,951	6,070	6,191	6,315	6,441	6,570	6,701	6,835	6,972	7,111	7,253
Information Systems Technician	GEN	31	4,441	4,530	4,621	4,713	4,807	4,903	5,001	5,101	5,203	5,307	5,413
Maintenance Crew Supervisor	GEN	36	5,668	5,781	5,897	6,015	6,135	6,258	6,383	6,511	6,641	6,774	6,910
Management Analyst	PRO/SUP	37	5,951	6,070	6,191	6,315	6,441	6,570	6,701	6,835	6,972	7,111	7,253
Office Assistant	GEN	26	3,479	3,549	3,620	3,692	3,766	3,841	3,918	3,996	4,076	4,158	4,241
Personnel Technician	GEN	32	4,663	4,756	4,851	4,948	5,047	5,148	5,251	5,356	5,463	5,572	5,683
Plans Examiner	PRO/SUP	37	5,951	6,070	6,191	6,315	6,441	6,570	6,701	6,835	6,972	7,111	7,253
Principal Planner	MGT	44	8,376	8,544	8,715	8,889	9,067	9,248	9,433	9,622	9,814	10,010	10,210
Project Construction Manager	MGT	43	7,977	8,137	8,300	8,466	8,635	8,808	8,984	9,164	9,347	9,534	9,725
Public Works Manager	AW SR. MGT	44	8,376	8,544	8,715	8,889	9,067	9,248	9,433	9,622	9,814	10,010	10,210
Public Works Supervisor/Water	PRO/SUP	40	6,890	7,028	7,169	7,312	7,458	7,607	7,759	7,914	8,072	8,233	8,398
Secretary to the City Manager and City Council	PRO/SUP	35	5,398	5,506	5,616	5,728	5,843	5,960	6,079	6,201	6,325	6,452	6,581
Senior Accountant	MGT	38	6,249	6,374	6,502	6,632	6,765	6,900	7,038	7,179	7,323	7,470	7,619
Senior Code Enforcement Officer	GEN	34	5,141	5,244	5,349	5,456	5,565	5,676	5,790	5,906	6,024	6,145	6,268
Senior Community Development Technician	GEN	32	4,663	4,756	4,851	4,948	5,047	5,148	5,251	5,356	5,463	5,572	5,683
Senior Economic Development Specialist	PRO/SUP	38	6,249	6,374	6,502	6,632	6,765	6,900	7,038	7,179	7,323	7,470	7,619
Senior Financial Analyst	MGT	40	6,890	7,028	7,169	7,312	7,458	7,607	7,759	7,914	8,072	8,233	8,398
Senior Management Analyst	MGT	40	6,890	7,028	7,169	7,312	7,458	7,607	7,759	7,914	8,072	8,233	8,398
Senior Office Assistant	GEN	28	3,836	3,913	3,991	4,071	4,152	4,235	4,320	4,406	4,494	4,584	4,676
Senior Office Specialist	GEN	28	3,836	3,913	3,991	4,071	4,152	4,235	4,320	4,406	4,494	4,584	4,676
Senior Planner	MGT	41	7,235	7,380	7,528	7,679	7,833	7,990	8,150	8,313	8,479	8,649	8,822

City Manager

Contract*

Annually: \$236,900; Monthly: \$19,742

*Employment Agreement approved by City Council February 20, 2018.

**CITY OF HESPERIA
HESPERIA WATER DISTRICT**

COMBINED COMPENSATION SCHEDULE

INCLUDES CITY OF HESPERIA, HESPERIA WATER DISTRICT, COMMUNITY DEVELOPMENT COMMISSION AND HESPERIA HOUSING AUTHORITY

**APPROVED AND ADOPTED: July 17, 2018, July 16, 2019
REVISED AND ADOPTED: July 16, 2019 Effective: July 1, 2019**

Teamsters, Local 1932, Full -Time Monthly Rates	Benefit Group	Range #	A	B	C	D	E
Animal Care Technician	TEAMSTERS	8	3,266	3,429	3,601	3,781	3,970
Animal Control Officer	TEAMSTERS	12	3,970	4,169	4,378	4,597	4,827
Building Inspector	TEAMSTERS	17	5,068	5,321	5,587	5,866	6,159
Code Enforcement Officer	TEAMSTERS	16	4,827	5,068	5,321	5,587	5,866
Community Development Technician	TEAMSTERS	12	3,970	4,169	4,378	4,597	4,827
Custodian	TEAMSTERS	8	3,266	3,429	3,601	3,781	3,970
Customer Service Representative	TEAMSTERS	10	3,601	3,781	3,970	4,169	4,378
Engineering Technician	TEAMSTERS	12	3,970	4,169	4,378	4,597	4,827
Equipment Operator	TEAMSTERS	12	3,970	4,169	4,378	4,597	4,827
Equipment Operator/Water	TEAMSTERS	12.5	4,070	4,274	4,488	4,712	4,948
Maintenance Worker	TEAMSTERS	10	3,601	3,781	3,970	4,169	4,378
Maintenance Worker/Water	TEAMSTERS	10.5	3,691	3,876	4,070	4,274	4,488
Meter Reader	TEAMSTERS	10	3,601	3,781	3,970	4,169	4,378
Pump Operator	TEAMSTERS	12	3,970	4,169	4,378	4,597	4,827
Senior Account Clerk	TEAMSTERS	12	3,970	4,169	4,378	4,597	4,827
Senior Animal Care Technician	TEAMSTERS	10	3,601	3,781	3,970	4,169	4,378
Senior Animal Control Officer	TEAMSTERS	14	4,378	4,597	4,827	5,068	5,321
Senior Custodian	TEAMSTERS	10	3,601	3,781	3,970	4,169	4,378
Senior Customer Service Representative	TEAMSTERS	12	3,970	4,169	4,378	4,597	4,827
Senior Maintenance Worker	TEAMSTERS	13	4,169	4,378	4,597	4,827	5,068
Senior Maintenance Worker/Water	TEAMSTERS	13.5	4,274	4,488	4,712	4,948	5,195
Senior Pump Maintenance Worker	TEAMSTERS	14	4,378	4,597	4,827	5,068	5,321
Senior Pump Operator	TEAMSTERS	14	4,378	4,597	4,827	5,068	5,321
Senior Warehouse Technician	TEAMSTERS	12	3,970	4,169	4,378	4,597	4,827
Utility Line Locator	TEAMSTERS	10	3,601	3,781	3,970	4,169	4,378
Warehouse Technician	TEAMSTERS	10	3,601	3,781	3,970	4,169	4,378
Water Quality Specialist	TEAMSTERS	14	4,378	4,597	4,827	5,068	5,321
Water Quality Technician	TEAMSTERS	12	3,970	4,169	4,378	4,597	4,827

Non-Represented Part-Time Hourly Rates	Benefit Group	Range #	1	2	3	4	5	6	7	8	9	10	11
Administrative Intern - Part-Time	PART-TIME		12.00	13.00	14.00	15.00							
Administrative Aide - Part-Time	PART-TIME	27	21.08	21.50	21.93	22.37	22.82	23.27	23.74	24.21	24.70	25.19	25.70
Administrative Analyst - Part-Time	PART-TIME	34	29.66	30.25	30.86	31.48	32.11	32.75	33.40	34.07	34.75	35.45	36.16
Animal Care Technician - Part-Time	PART-TIME	8	18.84	19.78	20.78	21.81	22.90						
Building Inspector - Part-Time	PART-TIME	17	29.24	30.70	32.23	33.84	35.53						
Custodian - Part-Time	PART-TIME	8	18.84	19.78	20.78	21.81	22.90						
Customer Service Representative - Part-Time	PART-TIME	10	20.78	21.81	22.90	24.05	25.26						
Facilities Electrician - Part-Time	PART-TIME	35	31.14	31.77	32.40	33.05	33.71	34.39	35.07	35.78	36.49	37.22	37.97
Facilities Maintenance Technician - Part-Time	PART-TIME	32	26.90	27.44	27.99	28.55	29.12	29.70	30.29	30.90	31.52	32.15	32.79
Information Systems Technician - Part-Time	PART-TIME	31	25.62	26.14	26.66	27.19	27.73	28.29	28.85	29.43	30.02	30.62	31.23
Maintenance Worker - Part-Time	PART-TIME	10	20.78	21.81	22.90	24.05	25.26						
Office Assistant - Part-Time	PART-TIME	26	20.07	20.48	20.89	21.3	21.73	22.16	22.6	23.05	23.52	23.99	24.47
Plans Examiner - Part-Time	PART-TIME	37	34.33	35.02	35.72	36.43	37.16	37.9	38.66	39.43	40.22	41.03	41.84
Receptionist - Part-Time	PART-TIME	6	17.09	17.94	18.84	19.78	20.78						

GEN = General

PRO/SUP = Professional/Supervisory

MGT = Management

TEAMSTERS = Teamsters Local 1932

SR. MGT = Senior Management

AW SR. MGT = At-Will Senior Management

**CITY OF HESPERIA
HESPERIA WATER DISTRICT**

COMBINED COMPENSATION SCHEDULE

INCLUDES CITY OF HESPERIA, HESPERIA WATER DISTRICT, COMMUNITY DEVELOPMENT COMMISSION AND HESPERIA HOUSING AUTHORITY

**APPROVED AND ADOPTED: July 16, 2019
REVISED AND ADOPTED: July 16, 2019 Effective: July 6, 2019**

Non-Represented Full-Time Monthly Rates	Benefit Group	Range #	1	2	3	4	5	6	7	8	9	10	11
Accountant	GEN	33	5,018	5,118	5,220	5,324	5,431	5,540	5,651	5,764	5,879	5,997	6,117
Accounting Technician	GEN	31	4,551	4,642	4,735	4,830	4,927	5,026	5,127	5,230	5,335	5,442	5,551
Administrative Aide	GEN	27	3,744	3,819	3,895	3,973	4,053	4,134	4,217	4,301	4,387	4,475	4,565
Administrative Analyst	PRO/SUP	34	5,269	5,374	5,482	5,592	5,704	5,818	5,934	6,053	6,174	6,298	6,424
Administrative Secretary	GEN	30	4,334	4,421	4,509	4,599	4,691	4,785	4,881	4,979	5,079	5,181	5,285
Animal Services Manager	MGT	41	7,415	7,563	7,714	7,868	8,025	8,186	8,350	8,517	8,687	8,861	9,038
Assistant City Clerk	PRO/SUP	35	5,533	5,644	5,757	5,872	5,989	6,109	6,231	6,356	6,483	6,613	6,745
Assistant City Manager	AW SR. MGT	52	12,683	12,937	13,196	13,460	13,729	14,004	14,284	14,570	14,861	15,158	15,461
Assistant Engineer	PRO/SUP	38	6,406	6,534	6,665	6,798	6,934	7,073	7,215	7,359	7,506	7,656	7,809
Assistant to the City Manager	AW SR. MGT	45	9,013	9,193	9,377	9,565	9,756	9,951	10,150	10,353	10,560	10,771	10,986
Associate Planner	PRO/SUP	38	6,406	6,534	6,665	6,798	6,934	7,073	7,215	7,359	7,506	7,656	7,809
Budget/Finance Specialist	GEN	33	5,018	5,118	5,220	5,324	5,431	5,540	5,651	5,764	5,879	5,997	6,117
Building Official	MGT	43	8,175	8,339	8,506	8,676	8,850	9,027	9,208	9,392	9,580	9,772	9,967
City Clerk	AW SR. MGT	45	9,013	9,193	9,377	9,565	9,756	9,951	10,150	10,353	10,560	10,771	10,986
Code Enforcement Supervisor	PRO/SUP	36	5,810	5,926	6,045	6,166	6,289	6,415	6,543	6,674	6,808	6,944	7,083
Community Development Supervisor	PRO/SUP	38	6,406	6,534	6,665	6,798	6,934	7,073	7,215	7,359	7,506	7,656	7,809
Community Relations Specialist	PRO/SUP	34	5,269	5,374	5,482	5,592	5,704	5,818	5,934	6,053	6,174	6,298	6,424
Construction Inspection Supervisor	PRO/SUP	39	6,726	6,861	6,998	7,138	7,281	7,427	7,576	7,728	7,883	8,041	8,202
Construction Inspector	GEN	34	5,269	5,374	5,482	5,592	5,704	5,818	5,934	6,053	6,174	6,298	6,424
Customer Service Supervisor	PRO/SUP	36	5,810	5,926	6,045	6,166	6,289	6,415	6,543	6,674	6,808	6,944	7,083
Deputy City Clerk	GEN	28	3,931	4,010	4,090	4,172	4,255	4,340	4,427	4,516	4,606	4,698	4,792
Deputy Finance Director	SR. MGT	46	9,464	9,653	9,846	10,043	10,244	10,449	10,658	10,871	11,088	11,310	11,536
Director of Finance	AW SR. MGT	50	11,504	11,734	11,969	12,208	12,452	12,701	12,955	13,214	13,478	13,748	14,023
Economic Development Manager	AW SR. MGT	44	8,584	8,756	8,931	9,110	9,292	9,478	9,668	9,861	10,058	10,259	10,464
Executive Secretary	GEN	33	5,018	5,118	5,220	5,324	5,431	5,540	5,651	5,764	5,879	5,997	6,117
Facilities Supervisor	PRO/SUP	36	5,810	5,926	6,045	6,166	6,289	6,415	6,543	6,674	6,808	6,944	7,083
Financial Analyst	PRO/SUP	35	5,533	5,644	5,757	5,872	5,989	6,109	6,231	6,356	6,483	6,613	6,745
Fleet/Warehouse Supervisor	PRO/SUP	36	5,810	5,926	6,045	6,166	6,289	6,415	6,543	6,674	6,808	6,944	7,083
Geographical Information Systems Manager	MGT	41	7,415	7,563	7,714	7,868	8,025	8,186	8,350	8,517	8,687	8,861	9,038
Geographical Information Systems Technician	GEN	31	4,551	4,642	4,735	4,830	4,927	5,026	5,127	5,230	5,335	5,442	5,551
Human Resources Manager	MGT	43	8,175	8,339	8,506	8,676	8,850	9,027	9,208	9,392	9,580	9,772	9,967
Human Resources Specialist	PRO/SUP	35	5,533	5,644	5,757	5,872	5,989	6,109	6,231	6,356	6,483	6,613	6,745
Information Systems Manager	MGT	43	8,175	8,339	8,506	8,676	8,850	9,027	9,208	9,392	9,580	9,772	9,967
Information Systems Specialist	MGT	37	6,101	6,223	6,348	6,475	6,605	6,737	6,872	7,009	7,149	7,292	7,438
Maintenance Crew Supervisor	GEN	36	5,810	5,926	6,045	6,166	6,289	6,415	6,543	6,674	6,808	6,944	7,083
Management Analyst	PRO/SUP	37	6,101	6,223	6,348	6,475	6,605	6,737	6,872	7,009	7,149	7,292	7,438
Office Assistant	GEN	26	3,566	3,637	3,710	3,784	3,860	3,937	4,016	4,096	4,178	4,262	4,347
Personnel Technician	GEN	32	4,779	4,875	4,973	5,073	5,175	5,279	5,385	5,493	5,603	5,715	5,829
Plans Examiner	PRO/SUP	37	6,101	6,223	6,348	6,475	6,605	6,737	6,872	7,009	7,149	7,292	7,438
Principal Planner	MGT	44	8,584	8,756	8,931	9,110	9,292	9,478	9,668	9,861	10,058	10,259	10,464
Project Construction Manager	MGT	43	8,175	8,339	8,506	8,676	8,850	9,027	9,208	9,392	9,580	9,772	9,967
Public Works Manager	AW SR. MGT	44	8,584	8,756	8,931	9,110	9,292	9,478	9,668	9,861	10,058	10,259	10,464
Public Works Supervisor/Water	PRO/SUP	40	7,062	7,203	7,347	7,494	7,644	7,797	7,953	8,112	8,274	8,440	8,609
Secretary to the City Manager and City Council	PRO/SUP	35	5,533	5,644	5,757	5,872	5,989	6,109	6,231	6,356	6,483	6,613	6,745
Senior Accountant	MGT	38	6,406	6,534	6,665	6,798	6,934	7,073	7,215	7,359	7,506	7,656	7,809
Senior Code Enforcement Officer	GEN	34	5,269	5,374	5,482	5,592	5,704	5,818	5,934	6,053	6,174	6,298	6,424
Senior Community Development Technician	GEN	32	4,779	4,875	4,973	5,073	5,175	5,279	5,385	5,493	5,603	5,715	5,829
Senior Financial Analyst	MGT	40	7,062	7,203	7,347	7,494	7,644	7,797	7,953	8,112	8,274	8,440	8,609
Senior Management Analyst	MGT	40	7,062	7,203	7,347	7,494	7,644	7,797	7,953	8,112	8,274	8,440	8,609
Senior Office Assistant	GEN	28	3,931	4,010	4,090	4,172	4,255	4,340	4,427	4,516	4,606	4,698	4,792
Senior Office Specialist	GEN	28	3,931	4,010	4,090	4,172	4,255	4,340	4,427	4,516	4,606	4,698	4,792
Senior Planner	MGT	41	7,415	7,563	7,714	7,868	8,025	8,186	8,350	8,517	8,687	8,861	9,038

City Manager

Contract*

Annually: \$242,823; Monthly: \$20,235

*Employment Agreement approved by City Council February 20, 2018.

**CITY OF HESPERIA
HESPERIA WATER DISTRICT**

COMBINED COMPENSATION SCHEDULE

INCLUDES CITY OF HESPERIA, HESPERIA WATER DISTRICT, COMMUNITY DEVELOPMENT COMMISSION AND HESPERIA HOUSING AUTHORITY

**APPROVED AND ADOPTED: July 16, 2019
REVISED AND ADOPTED: July 16, 2019 Effective: July 6, 2019**

Teamsters, Local 1932, Full -Time Monthly Rates	Benefit Group	Range #	A	B	C	D	E
Animal Care Technician	TEAMSTERS	8	3,349	3,517	3,693	3,878	4,072
Animal Control Officer	TEAMSTERS	12	4,072	4,276	4,490	4,715	4,951
Building Inspector	TEAMSTERS	17	5,199	5,459	5,732	6,019	6,320
Code Enforcement Officer	TEAMSTERS	16	4,951	5,199	5,459	5,732	6,019
Community Development Technician	TEAMSTERS	12	4,072	4,276	4,490	4,715	4,951
Custodian	TEAMSTERS	8	3,349	3,517	3,693	3,878	4,072
Customer Service Representative	TEAMSTERS	10	3,693	3,878	4,072	4,276	4,490
Engineering Technician	TEAMSTERS	12	4,072	4,276	4,490	4,715	4,951
Equipment Operator	TEAMSTERS	12	4,072	4,276	4,490	4,715	4,951
Equipment Operator/Water	TEAMSTERS	12.5	4,173	4,382	4,601	4,831	5,073
Maintenance Worker	TEAMSTERS	10	3,693	3,878	4,072	4,276	4,490
Maintenance Worker/Water	TEAMSTERS	10.5	3,785	3,974	4,173	4,382	4,601
Meter Reader	TEAMSTERS	10	3,693	3,878	4,072	4,276	4,490
Pump Operator	TEAMSTERS	12	4,072	4,276	4,490	4,715	4,951
Senior Account Clerk	TEAMSTERS	12	4,072	4,276	4,490	4,715	4,951
Senior Animal Care Technician	TEAMSTERS	10	3,693	3,878	4,072	4,276	4,490
Senior Animal Control Officer	TEAMSTERS	14	4,490	4,715	4,951	5,199	5,459
Senior Custodian	TEAMSTERS	10	3,693	3,878	4,072	4,276	4,490
Senior Customer Service Representative	TEAMSTERS	12	4,072	4,276	4,490	4,715	4,951
Senior Maintenance Worker	TEAMSTERS	13	4,276	4,490	4,715	4,951	5,199
Senior Maintenance Worker/Water	TEAMSTERS	13.5	4,382	4,601	4,831	5,073	5,327
Senior Pump Maintenance Worker	TEAMSTERS	14	4,490	4,715	4,951	5,199	5,459
Senior Pump Operator	TEAMSTERS	14	4,490	4,715	4,951	5,199	5,459
Senior Warehouse Technician	TEAMSTERS	12	4,072	4,276	4,490	4,715	4,951
Utility Line Locator	TEAMSTERS	10	3,693	3,878	4,072	4,276	4,490
Warehouse Technician	TEAMSTERS	10	3,693	3,878	4,072	4,276	4,490
Water Quality Specialist	TEAMSTERS	14	4,490	4,715	4,951	5,199	5,459

Non-Represented Part-Time Hourly Rates	Benefit Group	Range #	1	2	3	4	5	6	7	8	9	10	11
Administrative Intern - Part-Time	PART-TIME		12.00	13.00	14.00	15.00							
Administrative Aide - Part-Time	PART-TIME	27	21.60	22.03	22.47	22.92	23.38	23.85	24.33	24.81	25.31	25.82	26.34
Administrative Analyst - Part-Time	PART-TIME	34	30.40	31.00	31.63	32.26	32.91	33.57	34.24	34.92	35.62	36.34	37.06
Animal Care Technician - Part-Time	PART-TIME	8	19.32	20.29	21.31	22.37	23.49						
Building Inspector - Part-Time	PART-TIME	17	29.99	31.49	33.07	34.73	36.46						
Custodian - Part-Time	PART-TIME	8	19.32	20.29	21.31	22.37	23.49						
Customer Service Representative - Part-Time	PART-TIME	10	21.31	22.37	23.49	24.67	25.90						
Facilities Electrician - Part-Time	PART-TIME	35	31.92	32.56	33.21	33.88	34.55	35.24	35.95	36.67	37.40	38.15	38.91
Facilities Maintenance Technician - Part-Time	PART-TIME	32	27.57	28.13	28.69	29.27	29.86	30.46	31.07	31.69	32.33	32.97	33.63
Information Systems Technician - Part-Time	PART-TIME	31	26.26	26.78	27.32	27.87	28.43	29.00	29.58	30.17	30.78	31.40	32.03
Maintenance Worker - Part-Time	PART-TIME	10	21.31	22.37	23.49	24.67	25.90						
Office Assistant - Part-Time	PART-TIME	26	20.57	20.98	21.40	21.83	22.27	22.71	23.17	23.63	24.10	24.59	25.08
Plans Examiner - Part-Time	PART-TIME	37	35.20	35.90	36.62	37.36	38.11	38.87	39.65	40.44	41.24	42.07	42.91
Receptionist - Part-Time	PART-TIME	6	17.52	18.40	19.32	20.29	21.31						

GEN = General

PRO/SUP = Professional/Supervisory

MGT = Management

TEAMSTERS = Teamsters Local 1932

SR. MGT = Senior Management

AW SR. MGT = At-Will Senior Management

City of Hesperia STAFF REPORT



DATE: July 16, 2019
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: Purchase Piping and Material

RECOMMENDED ACTION

It is recommended that the Board of Directors of the Hesperia Water District authorize the City Manager to approve a contract to purchase piping and materials from S&J Supply for the Pipeline Water Line Replacement program in the not-to-exceed amount of \$100,000.

BACKGROUND

The Hesperia Water District's Pipeline Division is tasked with the replacement of aging infrastructure which includes water mains, service lines, and fire hydrants. This purchase of piping and material is necessary to supply the Division with materials to continue with the pipeline replace program located in the southwest quadrant of the City.

ISSUES/ANALYSIS

The intention of this program is to obtain optimum water material pricing by using the formal bidding process and awarding a one-time purchase agreement to the lowest responsible material service provider. Bids were solicited both locally and out of the area in order to maximize the bid response, which resulted in seven (7) bids being received. S&J Supply was deemed the lowest responsive/responsible bidder.

FISCAL IMPACT

Adequate budget exists within the FY 2019-20 Budget.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Bid Comparison

Bid Comparison Type: Taxable
 Bid Comparison Completed By: Keith Cheong
 Date: 6/10/2019

Item No.	UOM	Qty	Description	S & J Supply Santa Fe Springs, CA		Core and Main Lancaster, CA		Imperial Sprinkler Supply Anaheim, CA		Inland Water Works Supply Patton, CA		Ferguson Waterworks Riverside, CA		ICONIX Waterworks Riverside, CA		United Waterworks Santa Ana, CA	
				Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount
1	EA	6,000	12219 - 1" Muncipex Pipe, CTS, 300' Rolls only	\$1.35	\$8,100.00	\$1.39	\$8,340.00	\$1.42	\$8,520.00	\$1.39	\$8,340.00	\$1.49	\$8,940.00	\$1.69	\$10,140.00	\$1.42	\$8,520.00
2	EA	500	45106 - 6" DR14 - C900 Pipe *	\$5.50	\$2,750.00	\$5.57	\$2,785.00	\$5.58	\$2,790.00	\$4.897	\$2,448.50	\$4.78	\$2,390.00	\$5.07	\$2,535.00	\$5.07	\$2,535.00
3	EA	12,000	45308 - 8" DR18 - C900 Pipe, delivered in 200' lifts *	\$6.48	\$77,760.00	\$6.56	\$78,720.00	\$6.58	\$78,960.00	\$6.626	\$79,512.00	\$6.61	\$79,320.00	\$6.69	\$80,280.00	\$7.00	\$84,000.00
4	EA	18,000	49514 - 14 Gauge Locating Wire Coated Solid, 500' rolls only, blue in color	\$0.06	\$1,080.00	\$0.069	\$1,242.00	\$0.07	\$1,260.00	\$0.07	\$1,260.00	\$0.07	\$1,260.00	\$0.13	\$2,340.00	\$0.17	\$3,074.04
Subtotal					\$89,690.00	Subtotal	\$91,087.00	Subtotal	\$91,530.00	Subtotal	\$91,560.50	Subtotal	\$91,910.00	Subtotal	\$95,295.00	Subtotal	\$98,129.04
Sales Tax					\$6,950.98	Sales Tax	\$7,059.24	Sales Tax	\$7,093.58	Sales Tax	\$7,095.94	Sales Tax	\$7,123.03	Sales Tax	\$7,385.36	Sales Tax	\$7,605.00
Total Bid					\$96,640.98	Total Bid	\$98,146.24	Total Bid	\$98,623.58	Total Bid	\$98,656.44	Total Bid	\$99,033.03	Total Bid	\$102,680.36	Total Bid	\$105,734.04

Submitted Bid	\$96,640.98	Submitted Bid	\$98,138.10	Submitted Bid	\$98,623.58	Submitted Bid	\$98,656.44	Submitted Bid	\$99,033.03	Submitted Bid	\$102,680.37	Submitted Bid	\$105,734.04
Difference	0	Difference	8.14	Difference	0	Difference	0	Difference	0	Difference	0	Difference	0

City of Hesperia

STAFF REPORT



DATE: July 16, 2019

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

BY: Mike Blay, Assistant City Manager
Tina Bulgarelli, Administrative Analyst

SUBJECT: County of San Bernardino Environmental Health Services Contract

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to enter into a non-financial contract with San Bernardino County Public Health Department, Division of Environmental Health Services to provide certain services within the City limits.

BACKGROUND

The County of San Bernardino Public Health Department, Division of Environmental Health Services (DEHS) provides services to cities within the county pertaining to food protection, recreational health, drinking water safety, vector control, medical waste, solid waste, land use and emergency operation response.

The City of Hesperia has historically utilized a contract with DEHS to provide a number of services. Some of the major items include inspection of food facilities, inspection of body art facilities, water wells, medical waste, and grading for food facilities. As the City's regulations have grown over the years, the list of services has expanded. The contract has an expiration date of June 30, 2019.

ISSUES/ANALYSIS

DEHS is able to provide a large number of inspection and regulatory services to the City. These services are provided at no-cost to the City as the consumers and customers/business operators are responsible for paying for their certification. Many of the services previously listed as additional services provided by the DEHS are now state mandated and the DEHS provides those services without request from the City including food protection, recreational health, safe drinking water, solid waste, medical waste, and body art. These services are not listed in the contract as the DEHS must perform them pursuant to state law.

The additional services offered, which the City has historically taken advantage of include: routine, follow-up and special enforcement inspections of hotels, motels, and massage clinics. They also investigate complaints related to hotels, motels and massage clinics.

The services provided and the inspections performed by DEHS constitute a large part of the health and safety needs of the community. Without this assistance, staff would be unable to provide the level of service that is currently available, due to staffing and the time needed to

perform the multitude of tasks currently delegated to DEHS. Staff recommends that the City continue to take advantage of the no-cost options provided by DEHS.

FISCAL IMPACT

The County of San Bernardino DEHS is suggesting a non-financial contract, so no fiscal impacts will be associated with this item.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. County of San Bernardino FAS Standard Contract

MEMORANDUM OF UNDERSTANDING
between
County of San Bernardino Department of Public Health
and
City of Hesperia
for
Environmental Health Services

August 1, 2019

This Memorandum of Understanding (MOU) is made and entered into by and between the County of San Bernardino Department of Public Health, Environmental Health Services Division (County) and City of Hesperia (City).

This MOU addresses the procedures to be followed by the County and City for the provision of environmental health services in the City's incorporated areas.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County desires to provide environmental health services in the areas designated below; and

WHEREAS, City desires the provision of environmental health services in the areas designated below; and

WHEREAS, County is qualified to provide the environmental health services designated below; and

WHEREAS, City desires that such services be provided by County and County agrees to perform these services as set forth below;

NOW THEREFORE, County and City mutually agree to the following terms and conditions:

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ATTACHMENTS

ATTACHMENT A – Schedule of Services

I. COUNTY RESPONSIBILITIES

- A. The County offers the following services to incorporated cities. The County will provide to the City those specific services selected from this list, as is provided in the Schedule of Services (Attachment A).
1. Conduct routine, follow-up, and special enforcement inspections of all multi-family dwelling units (three or more units).
 2. Conduct routine, follow-up, and special enforcement inspections of all hotels and motels.
 3. Conduct routine, follow-up, and special enforcement inspections of all massage clinics.
 4. Apply appropriate enforcement activities for substandard housing.
- B. During the term of this MOU, the County officers and their deputies shall exercise the same powers and duties, including methods of enforcement, within the jurisdiction of the City as are conferred upon such officers by law as County officers. The County officers and their deputies shall enforce all provisions of the County Code relating to those services provided.
- C. For purposes of this MOU, the jurisdiction of the City encompasses only the incorporated areas of the City, and does not extend to spheres of influence.

II. CITY RESPONSIBILITIES

Compensate County as provided in Fiscal Provisions (Section IV).

III. MUTUAL RESPONSIBILITIES

- A. In the performance of this MOU, County, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the City.
- B. Indemnification
1. The City agrees to indemnify, defend and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its negligent acts or omissions in performing its obligations under this MOU.
 2. The County agrees to indemnify and hold harmless the City, its officers, agents and volunteers from any and all claims, actions or losses, damages and/or liability resulting from the County's negligent acts or omissions in performing its obligations under this MOU.
 3. In the event the County and City are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, the County and City shall each indemnify the other to the extent of its comparative fault or negligence.
- C. Insurance
1. County and City are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms and conditions of this MOU.

2. The City shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the City or the City's employees or agents from waiving the right of subrogation prior to a loss or claim. The City hereby waives all rights of subrogation against the County.
3. Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to, and approved by, County's Risk Management.

D. In the event of any dispute hereunder, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

IV. FISCAL PROVISIONS

- A. City and County agree that all fees and revenue collected by the County for services performed hereunder, including the issuance of permits, the conducting of inspections and so forth, shall be retained by the County as payment for the services provided to City under the terms of this MOU. Fees shall be charged in accordance with the County Fee Ordinance, which may be amended from time to time. The current County Fee Ordinance shall be provided to City.
- B. Any additional services requested by City to be performed by County shall be performed at an additional cost and in a manner mutually agreed upon by the City and County prior to the rendering of services. City shall reimburse County for additional services at the hourly rate prescribed in the County Fee Ordinance for such category of services.

V. TERM

This MOU shall be effective for a ten-year term, commencing upon the execution of the MOU by both parties.

VI. EARLY TERMINATION

This MOU may be terminated without cause by either party by serving a written notice to the other party thirty (30) days in advance of termination. The Director of Public Health is authorized to exercise the County's rights with respect to any termination of this MOU.

VII. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this MOU, the notices shall be in writing and mailed to the following respective addresses listed below.

City: City of Hesperia
Attn: Development Services-Tina Bulgarelli
9700 Seventh Ave.
Hesperia, CA 92345

County: County of San Bernardino
Environmental Health Services
385 N. Arrowhead Avenue 2nd floor
San Bernardino, CA 92415-0160

- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or MOU not incorporated herein shall be binding on any of the Parties hereto.

VIII. CONCLUSION

- A. This MOU, consisting of five (5) pages and Attachment A, is the full and complete document describing services to be rendered by County to City, including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

COUNTY OF SAN BERNARDINO
HUMAN SERVICES
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SERVICES

CITY OF HESPERIA

Name: Trudy Raymundo
Title: Director
Address: 351 N. Mt. View Avenue
San Bernardino, CA 92415

Date:_____

Name: Nils Bentsen
Title: City Manager
Address: 9700 Seventh Ave.
Hesperia, CA 92345

Date:_____

SCHEDULE OF SERVICES

1. Conduct routine, follow-up, and special enforcement inspections of all hotels and motels.
2. Conduct routine, follow-up, and special enforcement inspections of all massage clinics.

City of Hesperia STAFF REPORT



DATE: July 16, 2019
TO: Chair and Board Members, Hesperia Water District
FROM: Nils Bentsen, City Manager
BY: Mark Faherty, Public Works Manager
Jeremy McDonald, Public Works Supervisor/Water
SUBJECT: Increase to Contract – Layne Christensen

RECOMMENDED ACTION

It is recommended that the Chair and Board Members of the Hesperia Water District authorize the City Manager to execute an increase to contract with Layne Christensen, for water pump repair services in the amount of \$95,000 with a new not-to-exceed amount of \$300,000.

BACKGROUND

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

ISSUES/ANALYSIS

The pricing established was originally agreed upon in 2017 when the contract was awarded. Layne Christensen has agreed to maintain pricing for an additional Fiscal Year. Due to the recent repair of Well 14B, Board authority is required for future spending authority.

FISCAL IMPACT

Based on historical repair trends, staff estimates the new not-to-exceed amount will meet the needs for the current next Fiscal Year. Funding has been approved in the Fiscal Year 2019-20 Budget.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

None.

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City of Hesperia STAFF REPORT



DATE: July 16, 2019

TO: Mayor and Council Members
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: Public Works Asset Management Software (Cityworks) Maintenance Agreement

RECOMMENDED ACTION

It is recommended that the City Council and Board of Directors of the Hesperia Water District authorize the City Manager to enter into a three-year maintenance agreement with Azteca Systems, Inc. for an amount not-to-exceed \$125,000.

BACKGROUND

In 2007, the City purchased the Public Works Asset Management System (Cityworks). Cityworks not only provides an improved user interface, but is able to integrate well with the City's Geographic Information System (GIS). City staff can pinpoint asset location, as well as detailed specifications while out in the field, resulting in quicker response and resolution times, and the ability to more accurately track projects and individual work order costs.

ISSUES/ANALYSIS

The current contract with Azteca Systems, Inc. will end in November of 2019. Azteca Systems, Inc. is the provider for Public Works Cityworks program. This request seeks to obtain approval for a new three-year agreement for the existing software maintenance costs which includes the cost of the Cityworks Mobile feature. The annual cost for software maintenance will be \$38,125 per year for the next three years. The requested amount of the contract includes a contingency of 10%, which will allow for the ability to add additional Cityworks features for sewer and storm drain inspection purposes.

FISCAL IMPACT

Funding is included in the Fiscal Year 2019-20 Budget.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

None.

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City of Hesperia STAFF REPORT



DATE: July 16, 2019

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

BY: Rod Yahnke, Economic Development Manager
Jennifer M. Shove, Administrative Analyst

SUBJECT: Contract Services Amendment with LDM Associates, Inc.

RECOMMENDED ACTION

It is recommended that the City Council extend the LDM Associates, Inc. (LDM) contract for Community Development Block Grant (CDBG), Neighborhood Stabilization Program (NSP) and Hesperia Housing Authority (HHA) administrative functions through June 30, 2020 and add \$219,036 to the contract.

BACKGROUND

On September 22, 2015, the City of Hesperia (City) issued a Request for Proposals (RFP 2015-16-003) for professional administration of CDBG programs including housing, economic development and capital improvements. Staff reviewed the proposals and determined that LDM was the most responsive and qualified service provider. City Council subsequently extended their contract through June 30, 2019.

ISSUES/ANALYSIS

The following tasks need to be completed in the 2019-20 fiscal year:

- 1) Finalize the CDBG Downtown Façade Improvement Program guidelines and begin construction on the first building;
- 2) CDBG reporting, financial draws out of the CDBG financial program, and other administrative duties;
- 3) Reconcile and close-out NSP;
- 4) Qualify streets to be paved to ensure CDBG funds will pay for the work;
- 5) All staff positions for housing tasks were eliminated and contract services will be used to pay for the on-going monitoring required. This saves the City the costs of two full-time positions.
- 6) This contract is paid with Federal CDBG money and not City funds.

Staff is requesting that the LDM contract be extended because: 1) they have a long term relationship with HUD which has, and will continue to benefit the City's stance with HUD to maintain its annual CDBG allocation; and 2) LDM has successfully performed the above tasks and at this point in time, contracting with a new firm would cost the City additional time and money to bring them up to speed.

FISCAL IMPACT

Funding for this contract was approved in the 2019-20 budget under contract services in the CDBG, NSP and Housing accounts.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

None

City of Hesperia STAFF REPORT



DATE: July 16, 2019

TO: Mayor and Council Members
Chair and Commissioners, Community Development Commission

FROM: Nils Bentsen, City Manager

BY: Rod Yahnke, Economic Development Manager
Jennifer M. Shove, Administrative Analyst

SUBJECT: Amendment of Professional Services Agreement with the Buxton Company

RECOMMENDED ACTION

It is recommended that City Council and Commissioners of the Hesperia Community Development Commission (HCDC), approve and authorize an amendment to Professional Services Agreement (PSA) 2018-19-013 with The Buxton Company (Buxton), thereby increasing the contract amount by \$50,000 to \$100,000, and extending the term through June 30, 2020.

BACKGROUND

Since contracting with Buxton in 2004, their intelligence has assisted the City to successfully recruit retailers and restaurants by analyzing the Hesperia market, its retail customer base, consumer spending patterns, lifestyle habits, and identifying those retailers that would be a good match for the City. A few examples of previous matches include Target, Walmart, Tractor Supply, Famous Footwear, and Golden Corral. Recently, their analysis also assisted in determining the medical needs of Hesperia which helped locate two medical facilities at the I-15 and Main Street area.

ISSUES/ANALYSIS

The retail landscape is drastically changing, and at a very fast pace. The contract extension will provide new and contemporary analyses based on credit card and mobile device data to determine the matches specifically for the next freeway-oriented retail development in Hesperia. The City entered into an Exclusive Negotiating Agreement (ENA) with a developer and Buxton's analysis of an outdoor recreation and experiential retail concept will help determine the appropriate retailers for this project.

FISCAL IMPACT

Funding for this contract is included in the Fiscal Year 2019-20 Budget.

ALTERNATIVE(S)

1. Provide alternative direction to staff

ATTACHMENT(S)

1. Buxton proposal



Renewal Proposal

BUXTON ANALYTICS PLATFORM SOLUTION



Hesperia
CALIFORNIA

Prepared by: Cheyenne Robinson
Expiration: June 30, 2019

Buxton[®]

SCOPE OF SERVICES

Background and Objectives

Over the past fifteen years, Hesperia and Buxton have had a successful partnership. Hesperia now wishes to continue access to the Buxton Analytics Platform and maintain access to other Buxton resources, such as market intelligence and account management support.

Our proposed solution provides Hesperia with access to research and support for economic development growth within the city. This solution will allow Hesperia to maintain access to match results from prior analyses and continue a proactive recruitment strategy using analytics.

Pursuant to the terms of our previous agreement, Buxton is pleased to present this statement of work to renew your current Scope of Services as follows:

Buxton Analytics Platform Access With Previously Provided Retail Matches

Buxton will renew your access to the Buxton Analytics Platform and you will be enabled with four (4) SCOUT Business Intelligence users with unlimited reporting capabilities. SCOUT is an application in the web-based Buxton Analytics Platform, which is accessible on any Windows or iOS enabled device with an Internet connection. SCOUT is designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. In SCOUT you will be able to:

- View previously provided retail matches and marketing materials
- Run variable reports
- View city limit maps
- Run healthcare reports
- See existing locations for prospective retailers to avoid cannibalization
- See aerial view
- View physician intelligence
- Run comparable reports
- Run demographic reports
- Access contact management features to track outreach activity and quickly report on recruitment efforts

Account Management Support

As part of this agreement, Buxton will provide continued account management support. This includes advice on how to enhance marketability to retailers, recommendation on methods of contact, and attendance to calls with prospective retailers or developers when available.

Analytics Retainer

Buxton will provide Hesperia with an analytics retainer for any future projects that the city deems necessary during the one (1) year term of this agreement. The deliverables and analysis will be discussed between Hesperia and Buxton prior to any analysis and will not exceed a value of \$50,000. This retainer must be used in full within twelve (12) months of the execution of this agreement.

SUPPORT

Buxton Analytics Platform Technical Requirements

The Buxton Analytics Platform can be accessed at the following URL: www.buxtonco.com

The Buxton Analytics Platform is a web-based collection of applications accessible on any desktop, laptop, or mobile tablet device that has an Internet connection. When operating the platform, Buxton's recommended hardware configuration is 4-core CPU, 4 GB RAM (or higher). Examples include most modern-day laptops or desktops purchased within the last 3 years, iPad Pro 2017 or newer, Microsoft Surface Pro 2 or newer, or Samsung Galaxy Tab S3. The recommended browser for accessing the platform is the latest version of Chrome.

Buxton's Helpdesk

(1-817-332-3681) is available during normal office hours (8:00 AM-5:00 PM CST, excluding weekends and public holidays). Buxton's Helpdesk team will be available to support all educational, functional, and technical inquiries and will respond to all requests within twenty-four (24) hours of submission.

Buxton's Helpdesk

Monday – Friday: 8:00 am – 5:00 pm CST

1-817-332-3681

TERM, FEES AND DELIVERY

Agreement Term

July 1, 2019-June 30, 2020

Fee (Invoiced upon execution of agreement)

\$50,000

The term of this agreement is for one (1) year. All service fees associated with this agreement are due in net ten (10) days of the date of the invoice. Execution of this agreement will act as full consent that Buxton may continue to include the City of Hesperia on its client list and in presentations and public relations efforts. When doing so, Buxton will not reveal information that is confidential and proprietary to the City of Hesperia.

Platform Access

Through June 30, 2020

Buxton

City of Hesperia, CA

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date

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City of Hesperia STAFF REPORT



DATE: July 16, 2019
TO: Mayor and Council Members
FROM: Nils Bentsen, City Manager
BY: Mike Blay, Assistant City Manager
Tina Bulgarelli, Administrative Analyst
SUBJECT: Special Assessment of Enforcement and Abatement Costs

RECOMMENDED ACTION

It is recommended that the City Council approve Resolution No. 2019-35, confirming parcels of land upon which unpaid fees for services, and enforcement and abatement costs remain, and Resolution No. 2019-36, requesting that San Bernardino County place the unpaid fees for services, and enforcement and abatement costs on the property tax rolls.

BACKGROUND

Section 1.12.270 of the Hesperia Municipal Code (HMC), administrative proceedings, establishes the imposition of fines related to public nuisance violations. Section 8.04.070(F) establishes the procedure for the placement of delinquent fees, fines, and charges due to the City's Franchise Waste Hauler as liens on properties, with subsequent collection via the property tax rolls.

Hesperia Municipal Code (HMC) Section 1.12.370 B1 authorizes the use of the special assessment for enforcement and abatement cost for public nuisance violations that are unpaid at the end of the year. Enforcement and abatement costs are only assessed after the property owner, or responsible person, has failed to comply with a Notice of Violation, and then issued a Notice of Public Nuisance and subsequent Administrative Citations, or through staff time accrued during the abatement of a property.

On July 3, 2002, the City Council adopted Resolution 2002-42, adopting an administrative fine schedule. On October 17, 2017, the City Council adopted Resolution No. 2017-50, amending the administrative fine schedule. On January 16, 2018, the City Council adopted Resolution No. 2018-04 amending the administrative fine schedule. Since the intent of Code Compliance is to gain voluntary compliance, should a property remain out of compliance and require several notices, this option allows the City to gain compliance through abatement and follows with collection of unpaid fines or fees.

ISSUES/ANALYSIS

There are 73 separate properties which have accumulated Code Enforcement fines, abatement costs and administrative fees, for an approximate total of \$529,478. In addition, there are 104 separate properties which have accumulated Animal Control fines, impound fees, and administrative fines, for an approximate total of \$167,930.

Additionally, the City provides assistance to Advance Disposal to assess unpaid trash bills through the special assessment process. There are 703 separate properties which have unpaid trash bills that Advance Disposal wishes to pursue through the property tax assessment process.

The fine totals are approximate as payments can be made through August 5th, which will lower the total amount sent to the County as special assessments. Previous experience with enforcement costs indicates that as much as one-half of these fees may be collected prior to filing with San Bernardino County. Staff invoiced all of the property owners (in addition to monthly invoices during the year) during July 2019, which allows in excess of 30 days for owners to pay the abatement and administrative costs directly to the City, avoiding placement on the property tax rolls. Any remaining parcels are included in the resolution for collection by the County Auditor Controller-Recorder. Any fees paid prior to submittal to the County in August will be removed from the exhibit.

FISCAL IMPACT

Collection of all of the unpaid enforcement, abatement, and administrative costs could result in General Fund revenue of \$697,408. It will also result in payment to the City in the amount of \$33,041 from Advance Disposal as reimbursement to the City for staff time, the cost of placing and removing the liens, and administrative costs associated with the special assessment process. Staff anticipates that approximately 40% will be collected during the next 12 months, with the remaining amount outstanding being carried over to the subsequent year's tax roll.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Resolution No. 2019-035
2. Resolution No. 2019-036
3. Exhibit "A" – Table of Enforcement and Abatement Delinquent Costs
4. Exhibit "B" – Table of Enforcement and Abatement Costs with Owner Information

RESOLUTION NO. 2019-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, CONFIRMING PARCELS OF LAND UPON WHICH ENFORCEMENT AND ABATEMENT COSTS REMAIN UNPAID

WHEREAS, Hesperia Municipal Code Section 1.12 was adopted by the Hesperia City Council in 1996 and establishes the right and the procedure for charging all abatement costs and administrative proceedings; and

WHEREAS, Hesperia Municipal Code Section 1.12.370B1, and Section 6.00.060 allow for the collection of a special assessment for unpaid enforcement, and abatement costs; and

WHEREAS, Hesperia Municipal Code Section 14.02.080 and 8.04.070 allow for the collection of unpaid fees, administrative charges, fines, and delinquent fees and charges; and

WHEREAS, the Hesperia City Council adopted Resolution No. 2018-05 on January 16, 2018 and it, along with its preceding resolutions, re-affirms hourly rates and City fees previously adopted; and

WHEREAS, the City of Hesperia, on April 10, 2017, entered into an agreement with Bestway Disposal (DBA Advance Disposal) titled "Agreement for Collection of Delinquent Debt Between City of Hesperia and Bestway Disposal, Inc." authorizing the City to submit delinquent parcels to the County as special assessments, and establishing cost recovery to the City for providing this service; and

WHEREAS, a copy of each parcel of land within the City upon which enforcement, abatement and administrative costs remain unpaid as of July 16, 2019, and the amount of each charge is attached hereto; 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. That the recitals above are true and correct.

Section 2. The Board of Supervisors and the Auditor/Controller-Recorder for the County of San Bernardino and all other officers of said County are hereby requested to take all actions necessary to collect the amounts of unpaid fees for services, enforcement and abatement costs as established in Hesperia Municipal Code, Section 1.12.370B1, 14.020.080, 8.04.070 and 6.00.060.

Section 3. Prior to delivery of this Resolution to San Bernardino County, staff shall identify any discrepancies in the list of parcels and costs and work with the property owners to resolve the same prior to placement on the tax roles.

Section 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED AND APPROVED this 16th day of July, 2019

Larry Bird, Mayor.

ATTEST:

Melinda Sayre, City Clerk

RESOLUTION NO. 2019-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, REQUESTING THE COUNTY OF SAN BERNARDINO COLLECT ON THE PROPERTY TAX ROLLS, UNPAID ENFORCEMENT AND ABATEMENT COSTS

WHEREAS, Hesperia Municipal Code Section 1.12 was adopted by the Hesperia City Council in 1996 and establishes the right and the procedure for charging all abatement costs and administrative proceedings; and

WHEREAS, Hesperia Municipal Code Section 1.12.370B1, and Section 6.00.060 allow for the collection of a special assessment for unpaid enforcement, and abatement costs; and

WHEREAS, Hesperia Municipal Code Section 14.02.080 and 8.04.070 allow for the collection of unpaid fees, administrative charges, fines, and delinquent fees and charges; and

WHEREAS, the Hesperia City Council adopted Resolution No. 2018-05 on January 16, 2018 and it, along with its preceding resolutions, re-affirms hourly rates and City fees previously adopted; and

WHEREAS, the City of Hesperia, on April 10, 2017, entered into an agreement with Bestway Disposal (DBA Advance Disposal) titled "Agreement for Collection of Delinquent Debt Between City of Hesperia and Bestway Disposal, Inc." authorizing the City to submit delinquent charges to the County as special assessments on behalf of Bestway Disposal; and

WHEREAS, a copy of each parcel of land within the City upon which enforcement, abatement and administrative costs remain unpaid as of July 16, 2019, and the amount of each charge is attached hereto; and

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

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

Section 1. The City Council of the City of Hesperia requests that the Auditor/Controller-Recorder for the County of San Bernardino collect, on the property tax rolls, the enforcement and abatement costs that became delinquent on July 16, 2019.

Section 2. The City of Hesperia's delinquent list, as shown in "Exhibit A" will be delivered to the County Auditor and to the County Recorder for San Bernardino County prior to August 12, 2019.

Section 3. Handling rates, charged by San Bernardino County, shall be added to the enforcement and abatement costs and placed on the property tax bill.

Section 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED AND APPROVED this 16th day of July, 2019.

Larry Bird, Mayor.

ATTEST:

Melinda Sayre-Castro
City Clerk

Attachment 3
Exhibit "A"
Updated July 10, 2019

APN	Amount
0409141100000	\$ 431.73
0398093010000	\$ 2,421.17
0398327080000	\$ 741.23
0408131150000	\$ 1,119.00
0411093010000	\$ 741.91
0407183010000	\$ 1,922.41
0405582010000	\$ 445.67
0399196130000	\$ 2,454.71
0408162040000	\$ 741.65
3046261590000	\$ 3,179.22
0398384010000	\$ 2,230.60
0399101200000	\$ 1,045.02
0407222210000	\$ 1,353.49
0398233020000	\$ 500.91
0408055030000	\$ 1,423.61
0407202170000	\$ 2,836.48
0398394230000	\$ 2,056.57
0411205080000	\$ 1,344.62
0408044080000	\$ 2,438.25
0408101120000	\$ 1,841.70
0407161060000	\$ 1,436.36
0412215100000	\$ 1,638.45
0415082060000	\$ 2,432.05
0412131180000	\$ 1,999.54
0407213030000	\$ 7,928.41
3057331290000	\$ 468.94
0398153150000	\$ 8,020.98
0412241230000	\$ 2,329.74
0411377070000	\$ 5,184.12
0414162330000	\$ 2,244.95
3072321230000	\$ 681.60
3072311280000	\$ 4,186.71
0415111210000	\$ 675.15
0408121280000	\$ 294.80
0409151290000	\$ 1,136.09
3046261620000	\$ 1,958.97
0408103130000	\$ 704.94
0411241090000	\$ 699.90
0398445150000	\$ 736.67
0399194030000	\$ 506.29
0412111080000	\$ 715.42

Exhibit "A"
Updated July 10, 2019

0407181130000	\$ 672.85
0409152170000	\$ 539.55
0405204110000	\$ 587.41
0405244140000	\$ 340.18
3046241420000	\$ 590.44
0399205140000	\$ 600.75
0412224090000	\$ 327.84
0411407130000	\$ 414.87
0411235060000	\$ 727.37
0399221050000	\$ 692.82
0405582050000	\$ 1,375.36
0398273110000	\$ 977.70
0409042410000	\$ 1,167.59
0413174180000	\$ 831.04
3057201320000	\$ 746.69
0398392090000	\$ 308.96
0409082210000	\$ 756.41
0407282090000	\$ 210.54
0409062120000	\$ 714.89
0411301050000	\$ 771.11
0411203120000	\$ 540.30
3046251250000	\$ 627.29
0415052050000	\$ 672.85
0412325040000	\$ 364.80
0397261060000	\$ 694.19
0413111230000	\$ 571.10
0405711460000	\$ 414.88
0405015070000	\$ 771.21
0407021170000	\$ 620.38
0398273270000	\$ 719.22
0413191290000	\$ 781.77
0409211220000	\$ 711.68
0411071270000	\$ 706.22
3046151050000	\$ 702.52
0411264080000	\$ 978.79
3046071040000	\$ 456.00
0398164130000	\$ 609.48
0410222080000	\$ 3,088.79
0405105420000	\$ 215.72
0398157030000	\$ 655.84
3057101040000	\$ 632.00
0411365220000	\$ 659.38

Exhibit "A"
Updated July 10, 2019

0411402130000	\$ 563.90
0405192130000	\$ 738.68
0398442170000	\$ 646.17
0410222080000	\$ 3,088.79
0411287100000	\$ 696.58
0399142100000	\$ 388.57
0411303220000	\$ 414.17
0412234340000	\$ 639.23
0398391340000	\$ 695.81
0412031230000	\$ 690.27
0415103150000	\$ 670.85
0399234020000	\$ 368.48
0399207060000	\$ 421.02
0407213070000	\$ 783.35
0414112200000	\$ 661.52
0405085240000	\$ 612.46
0407021120000	\$ 629.93
0405851220000	\$ 634.33
0411232120000	\$ 482.04
0411204020000	\$ 634.16
0411402110000	\$ 845.75
0412293260000	\$ 670.85
0414012020000	\$ 634.03
0409071080000	\$ 713.34
0408102270000	\$ 624.79
0409222410000	\$ 707.24
0398352050000	\$ 611.26
0408091140000	\$ 698.40
0397091180000	\$ 1,447.59
3064471116036	\$ 612.55
0412266170000	\$ 504.77
0408094190000	\$ 608.27
0408101050000	\$ 665.65
0415152190000	\$ 352.34
0414052240000	\$ 624.16
0415111180000	\$ 558.04
3072301130000	\$ 355.76
0398471070000	\$ 549.22
0407191110000	\$ 567.20
0405582040000	\$ 444.27
0398103020000	\$ 547.52
0398324050000	\$ 596.48

Exhibit "A"
Updated July 10, 2019

0399122280000	\$	547.52
0397201190000	\$	717.29
040801210000	\$	565.01
0399193020000	\$	359.08
0408216050000	\$	555.57
0408022160000	\$	569.12
0408053300000	\$	1,494.51
3046201340000	\$	363.58
0407103070000	\$	446.63
0408213400000	\$	385.91
0414202210000	\$	565.41
0413211270000	\$	547.52
0405015370000	\$	1,593.15
0398463040000	\$	547.52
3046291290000	\$	556.16
0398154020000	\$	561.19
0405761110000	\$	1,835.05
0415045020000	\$	571.65
3046131560000	\$	572.87
0415163220000	\$	716.76
0408063220000	\$	468.35
0412313210000	\$	567.83
3057331110000	\$	593.94
0398172110000	\$	551.45
0405015400000	\$	578.20
0411286130000	\$	566.58
0408103010000	\$	632.21
0405015420000	\$	565.33
0397102020000	\$	567.00
3057161400000	\$	566.44
0411254160000	\$	570.04
0398444130000	\$	576.45
0398304080000	\$	586.78
0399192290000	\$	249.47
0407073170000	\$	317.93
0409211340000	\$	590.07
0398118040000	\$	553.42
3057312090000	\$	583.94
0411254040000	\$	387.68
3064471116018	\$	296.07
0399182030000	\$	550.20
0409181320000	\$	548.27

Exhibit "A"
Updated July 10, 2019

0411402060000	\$	555.93
0405851080000	\$	548.27
0406033120000	\$	544.75
3046211490000	\$	462.96
0398185090000	\$	553.81
0408053160000	\$	503.25
3057021480000	\$	537.83
3046091320000	\$	491.80
0411232070000	\$	517.91
0405482150000	\$	505.08
0406161060000	\$	484.46
0405831030000	\$	468.42
3046291240000	\$	484.46
3057251350000	\$	469.71
0398272240000	\$	391.72
0398213110000	\$	546.28
0405283080000	\$	484.46
0407211090000	\$	479.14
3057361580000	\$	341.81
0413181450000	\$	486.41
3057211570000	\$	309.61
0397071700000	\$	484.46
3057201250000	\$	429.96
0405951040000	\$	360.68
0411246140000	\$	274.66
0398254080000	\$	511.32
0412201230000	\$	484.46
0399182040000	\$	484.46
0398203150000	\$	543.04
0399134170000	\$	502.18
3057161150000	\$	214.58
0408181140000	\$	502.53
0411254250000	\$	465.69
0399154070000	\$	527.12
0397132130000	\$	284.32
0412091140000	\$	400.35
0415154160000	\$	299.00
0398391060000	\$	311.85
0414191270000	\$	521.50
0414122560000	\$	669.69
3057251630000	\$	506.05
0405106270000	\$	505.37

Exhibit "A"
Updated July 10, 2019

0398075190000	\$	485.43
0414023160000	\$	484.29
0408043200000	\$	395.00
0398082200000	\$	359.84
0409203170000	\$	520.18
0398165080000	\$	519.15
0411411130000	\$	492.65
0398421050000	\$	424.93
3057231060000	\$	219.67
0398061100000	\$	282.70
3057341480000	\$	215.08
0415111050000	\$	373.39
3057021430000	\$	480.20
0411326100000	\$	251.06
0411141250000	\$	429.23
0410242460000	\$	354.93
3046251500000	\$	450.13
0408163090000	\$	427.90
0397114020000	\$	509.55
3046071150000	\$	447.65
0398241050000	\$	219.26
3057201530000	\$	499.96
0412111130000	\$	436.90
0411341130000	\$	405.73
0411333300000	\$	421.20
0408055220000	\$	298.51
0413222120000	\$	484.15
0407212170000	\$	434.98
0411364040000	\$	220.25
0411263170000	\$	472.65
0398232160000	\$	422.60
0406162120000	\$	445.73
0398176150000	\$	288.62
0412212070000	\$	349.52
0414141130000	\$	222.26
0407223090000	\$	279.65
3057271080000	\$	438.65
0409201060000	\$	465.26
0408092190000	\$	435.32
0412216160000	\$	448.86
0412294010000	\$	325.35
0399174050000	\$	451.61

Exhibit "A"
Updated July 10, 2019

3046221210000	\$	520.15
0407272050000	\$	441.34
3046211390000	\$	592.53
0398126070000	\$	290.43
3046291860000	\$	451.10
0408216070000	\$	446.80
0398151220000	\$	370.48
3057321210000	\$	249.96
0411365140000	\$	281.41
0407094200000	\$	428.92
0398444120000	\$	427.60
0411346110000	\$	494.26
0414201210000	\$	3,531.17
0414023230000	\$	374.36
0409221450000	\$	235.56
3046121560000	\$	419.08
3057231290000	\$	375.92
0399205210000	\$	446.92
3057111110000	\$	376.76
3057171480000	\$	239.13
0409204040000	\$	417.44
0397311260000	\$	230.90
0409181120000	\$	210.03
0406063120000	\$	207.82
3057021180000	\$	227.38
0415062060000	\$	283.86
3057181110000	\$	227.38
0398184190000	\$	217.15
3057421080000	\$	249.30
0405105240000	\$	228.46
0399134180000	\$	417.77
0415142050000	\$	277.62
0399122170000	\$	227.38
0411231040000	\$	724.76
0415062140000	\$	554.40
0398341060000	\$	522.52
3072301090000	\$	368.10
0412225120000	\$	539.60
0398221220000	\$	445.00
0398097020000	\$	358.48
0398327240000	\$	537.59
0412241350000	\$	429.06

Exhibit "A"
Updated July 10, 2019

0399174180000	\$	357.34
0408053190000	\$	516.17
0411362050000	\$	445.07
3057441120000	\$	530.31
0399182180000	\$	604.03
3046221500000	\$	530.47
0398206020000	\$	538.66
0408062180000	\$	574.97
3057261420000	\$	578.04
0399091050000	\$	1,852.30
0408012110000	\$	771.16
3057041820000	\$	539.44
0406142200000	\$	521.79
0406053040000	\$	452.84
3057312120000	\$	211.22
0397251150000	\$	435.42
0406033070000	\$	527.35
0411287030000	\$	358.48
0411406130000	\$	476.56
0408123220000	\$	521.25
0405052340000	\$	340.31
0414162180000	\$	256.44
3057271020000	\$	512.99
0408084030000	\$	500.14
0397013230000	\$	333.54
3057342400000	\$	599.03
0399173010000	\$	357.33
0405202190000	\$	792.15
3057261160000	\$	601.50
0398371050000	\$	327.51
0405851190000	\$	507.48
0411392130000	\$	515.94
0408053060000	\$	501.45
3072321270000	\$	505.83
0398141080000	\$	501.64
0411328050000	\$	492.19
0397291070000	\$	495.24
0408065120000	\$	445.83
0411287160000	\$	667.00
3046261510000	\$	443.19
0407103220000	\$	335.38
0409202110000	\$	499.12

Exhibit "A"
Updated July 10, 2019

0397135050000	\$	500.50
3046271110000	\$	495.98
0413142180000	\$	580.54
0406111160000	\$	487.39
0408055250000	\$	646.16
0399171070000	\$	358.48
3046211100000	\$	557.39
0405711590000	\$	439.73
0411332200000	\$	578.16
0408218240000	\$	510.02
3057221810000	\$	619.42
0411417150000	\$	511.20
0414202090000	\$	552.80
0398071040000	\$	593.32
0406123130000	\$	358.47
0399133020000	\$	446.69
0407093040000	\$	567.91
0405243050000	\$	618.12
3057311340000	\$	486.27
0413191170000	\$	512.10
0407073240000	\$	998.40
0415092150000	\$	855.40
0412051060000	\$	569.43
0409206220000	\$	512.03
0398064230000	\$	899.19
0412215010000	\$	591.02
0407213170000	\$	856.12
0408073240000	\$	613.90
0399175050000	\$	577.37
0407283040000	\$	585.26
0399201010000	\$	533.04
0409021160000	\$	546.77
0407161140000	\$	559.68
3046291580000	\$	467.47
0399143540000	\$	848.37
0412225190000	\$	388.89
0411289280000	\$	516.91
3057331670000	\$	336.18
0411111030000	\$	513.34
3057101420000	\$	249.09
0406063160000	\$	494.02
3046091060000	\$	499.76

Exhibit "A"
Updated July 10, 2019

0398201130000	\$	499.34
0412211080000	\$	483.17
0408012050000	\$	750.25
0398206300000	\$	358.47
0407051020000	\$	469.69
0412265070000	\$	551.79
0398353090000	\$	299.44
0412131150000	\$	482.00
0399173230000	\$	308.47
3057281280000	\$	484.02
0398342040000	\$	474.78
0412072090000	\$	492.35
0407161050000	\$	521.32
3057311350000	\$	467.70
0414051150000	\$	493.83
0412022170000	\$	486.75
0399141020000	\$	404.25
0411353220000	\$	673.24
0398143170000	\$	494.58
0398222010000	\$	357.33
0415022290000	\$	358.48
0412201100000	\$	506.52
0405921020000	\$	911.32
3057022440000	\$	287.47
0412052020000	\$	551.99
0398205180000	\$	304.09
0408021160000	\$	457.05
0415054030000	\$	1,325.37
0409141030000	\$	469.51
0411419030000	\$	610.86
0414121020000	\$	358.48
0412083190000	\$	501.13
0409163070000	\$	255.98
0407193130000	\$	442.67
0405052070000	\$	560.51
0408032310000	\$	425.57
3046151270000	\$	515.90
0412182030000	\$	347.34
0399172150000	\$	551.11
3057081380000	\$	540.36
0399156280000	\$	989.71
0408025180000	\$	523.04

Exhibit "A"
Updated July 10, 2019

0399083110000	\$	349.22
0412011130000	\$	438.94
0398144080000	\$	230.82
0411401030000	\$	350.19
0412292070000	\$	601.07
0411265060000	\$	439.04
0408075070000	\$	427.66
3057331450000	\$	336.75
0411061010000	\$	776.44
3046081050000	\$	613.13
0414043180000	\$	510.06
0412211040000	\$	550.66
0398303260000	\$	465.37
0408133110000	\$	465.51
0412214140000	\$	465.71
0408024030000	\$	621.95
0411387110000	\$	467.49
0409011310000	\$	438.34
3072301290000	\$	328.64
0411247220000	\$	472.45
0406052050000	\$	469.98
0405352220000	\$	409.59
3046291480000	\$	455.27
0408228230000	\$	223.76
0412241120000	\$	358.48
0408084240000	\$	443.03
0398154070000	\$	617.74
0407093090000	\$	557.90
0405283010000	\$	589.36
3046181110000	\$	490.31
3057031070000	\$	494.92
0411336410000	\$	448.21
3057292420000	\$	559.89
0411413030000	\$	328.47
3046211230000	\$	448.75
0412214220000	\$	345.74
0411302080000	\$	527.73
0411101230000	\$	452.06
0415101110000	\$	456.53
3057041550000	\$	453.58
0414014100000	\$	453.58
0399164140000	\$	454.05

Exhibit "A"
Updated July 10, 2019

3046281550000	\$	454.47
0408013290000	\$	583.93
3057361200000	\$	456.88
0408024200000	\$	465.13
0408082180000	\$	396.47
0413182050000	\$	567.11
0415063080000	\$	450.86
0411411070000	\$	559.17
0409151380000	\$	458.19
0405721230000	\$	469.90
0408104240000	\$	459.40
0411161340000	\$	457.04
0405015240000	\$	462.34
0398157050000	\$	463.64
3046241110000	\$	402.81
0408024120000	\$	403.48
0412215060000	\$	463.05
0412201420000	\$	451.05
3057361090000	\$	467.98
0411423120000	\$	537.90
0405093250000	\$	455.83
3057221050000	\$	471.55
0412272030000	\$	517.64
0413221210000	\$	648.51
0415081030000	\$	476.11
3046091350000	\$	402.17
0414032030000	\$	478.01
0398192100000	\$	472.45
0411373210000	\$	550.41
0405352320000	\$	398.08
0412254160000	\$	463.16
0405093280000	\$	464.31
0412161050000	\$	625.81
0415122110000	\$	485.99
0411232100000	\$	467.56
0414012050000	\$	486.39
0414131140000	\$	478.51
0398225120000	\$	471.89
3072301070000	\$	467.27
0411381110000	\$	468.60
0398471150000	\$	360.74
0406161320000	\$	479.99

Exhibit "A"
Updated July 10, 2019

0411404190000	\$	483.38
0411406160000	\$	469.55
0409151030000	\$	469.55
0412273120000	\$	252.55
3046291250000	\$	414.69
0412303110000	\$	480.21
0399233040000	\$	371.62
3046291040000	\$	404.13
0405284140000	\$	371.27
0406112300000	\$	385.72
0407213140000	\$	482.07
0409206130000	\$	689.49
0410172480000	\$	491.26
0411328110000	\$	482.73
0412063100000	\$	257.29
0398187050000	\$	482.84
0398465056000	\$	490.39
0412325060000	\$	483.29
3072321330000	\$	492.07
0407272130000	\$	508.49
0411092110000	\$	489.19
3057201110000	\$	374.28
0398273010000	\$	486.67
0408033120000	\$	476.02
0399213030000	\$	327.88
0405251240000	\$	498.28
3046241150000	\$	394.21
0406121120000	\$	491.34
0398131150000	\$	482.21
0405761090000	\$	377.58
0411201150000	\$	485.56
0411031010000	\$	485.55
0405342380000	\$	489.65
3064471076061	\$	222.20
0411333020000	\$	496.55
3057091510000	\$	487.34
0408172130000	\$	490.74
0411302160000	\$	981.93
0398294030000	\$	519.37
0412072080000	\$	413.24
3057301050000	\$	509.45
0411321110000	\$	521.69

Exhibit "A"
Updated July 10, 2019

3057161810000	\$ 1,004.22
0408146060000	\$ 216.65
0406161230000	\$ 515.85
0398314090000	\$ 358.47
0408041190000	\$ 534.80
0408021190000	\$ 775.34
0408233250000	\$ 842.30
3046211500000	\$ 1,037.68
0407291080000	\$ 470.20
0412011170000	\$ 592.57
0412042130000	\$ 308.48
3046171290000	\$ 549.77
0409103040000	\$ 565.20
0412273200000	\$ 767.67
0397112060000	\$ 752.34
0399222260000	\$ 769.06
0398186040000	\$ 629.48
0412277020000	\$ 960.31
0408222070000	\$ 1,100.23
0411012100000	\$ 599.77
0408045030000	\$ 798.28
0415151170000	\$ 1,004.58
0408228200000	\$ 801.65
0398394110000	\$ 687.73
0414192100000	\$ 1,024.77
3057161380000	\$ 998.38
0414132080000	\$ 701.62
0405105380000	\$ 997.30
0399234010000	\$ 658.85
0411336320000	\$ 627.55
0398451010000	\$ 683.13
0408217230000	\$ 1,149.22
0398164220000	\$ 844.30
0398395280000	\$ 853.73
0411254200000	\$ 844.71
0415122040000	\$ 687.49
0411081100000	\$ 844.15
0412233140000	\$ 970.22
0411328370000	\$ 809.87
0415082300000	\$ 766.91
3057031470000	\$ 767.98
0398444250000	\$ 1,054.08

Exhibit "A"
Updated July 10, 2019

0398212140000	\$ 1,175.56
0397251090000	\$ 779.37
0399136050000	\$ 1,177.85
0408072140000	\$ 868.48
3057281410000	\$ 463.48
0406013120000	\$ 1,184.54
0397147100000	\$ 1,115.28
0398074060000	\$ 424.98
0406151100000	\$ 689.33
0398273140000	\$ 681.64
0398065330000	\$ 1,156.47
0415043080000	\$ 768.34
3057201100000	\$ 247.73
0399231080000	\$ 737.91
0405721400000	\$ 732.93
0398491230000	\$ 867.22
0411341030000	\$ 673.67
0398254020000	\$ 1,228.52
0398461050000	\$ 753.03
0411323070000	\$ 1,235.34
0407094170000	\$ 835.06
0414221130000	\$ 751.59
0415122080000	\$ 1,244.65
0408172310000	\$ 658.68
0398107180000	\$ 711.96
0412063170000	\$ 358.48
0414152010000	\$ 1,271.77
0412285040000	\$ 865.99
0408104180000	\$ 1,251.13
0398177140000	\$ 831.32
0399172030000	\$ 775.64
0412254180000	\$ 966.43
0406052040000	\$ 1,426.23
0408233300000	\$ 863.47
0412252070000	\$ 858.12
0408141190000	\$ 1,176.44
0411421060000	\$ 858.74
0397111440000	\$ 1,313.70
0411336170000	\$ 872.23
3046311380000	\$ 1,070.67
0413203040000	\$ 515.48
0399165010000	\$ 887.58

Exhibit "A"
Updated July 10, 2019

0398064280000	\$ 1,354.08
3046171460000	\$ 1,014.34
0407153040000	\$ 1,065.80
0398055190000	\$ 1,349.20
0398063100000	\$ 1,346.17
0411242110000	\$ 610.24
0409192570000	\$ 931.11
3046151220000	\$ 967.54
0407201140000	\$ 238.97
0408022300000	\$ 1,432.15
0415101080000	\$ 775.64
0398094090000	\$ 1,122.49
0411092030000	\$ 835.83
0406162170000	\$ 388.47
0398433200000	\$ 1,452.00
0412227160000	\$ 315.55
0408085130000	\$ 1,006.89
0408146170000	\$ 1,165.45
0405285040000	\$ 1,105.50
0412305150000	\$ 1,767.40
0406162050000	\$ 1,783.75
0408134150000	\$ 1,260.53
3046231120000	\$ 358.47
0409083120000	\$ 1,689.52
0411291250000	\$ 595.32
0398136090000	\$ 1,700.35
0411353260000	\$ 1,127.08
0415022220000	\$ 1,877.99
0409011010000	\$ 1,691.96
0405352090000	\$ 1,786.77
0399165040000	\$ 1,896.80
0411222280000	\$ 1,249.90
0411245030000	\$ 640.60
0408228160000	\$ 1,197.10
0412171070000	\$ 283.78
0398311116000	\$ 1,313.08
0408075160000	\$ 1,712.23
0405254100000	\$ 1,323.19
0405015450000	\$ 1,980.65
0411345060000	\$ 1,252.90
0399137150000	\$ 1,327.53
0414161270000	\$ 1,351.91

Exhibit "A"
Updated July 10, 2019

0409171200000	\$ 1,273.74
0414033080000	\$ 2,035.64
0411321070000	\$ 1,357.45
0411367100000	\$ 1,860.30
0412256070000	\$ 2,125.55
0415142170000	\$ 357.33
0411425060000	\$ 822.65
0409022230000	\$ 388.47
0414051070000	\$ 358.47
0412294050000	\$ 1,535.31
0409201230000	\$ 1,912.71
0414151160000	\$ 1,696.17
0411082030000	\$ 1,548.59
0399194290000	\$ 1,770.25
0408041010000	\$ 1,600.98
0399206210000	\$ 1,591.52
0411244140000	\$ 2,596.94
0399201040000	\$ 721.99
0357321160000	\$16,305.53
0357321250000	\$16,305.53
0397171180000	\$17,061.56
0397211020000	\$305.53
0398252030000	\$1,671.06
0398273100000	\$16,790.67
0398326040000	\$14,079.63
0398384010000	\$1,306.29
0398411120000	\$16,000.00
0398431040000	\$7,832.01
0398461030000	\$5,694.57
0399011380000	\$598.74
0399083110000	\$1,132.01
0399091050000	\$592.96
0399122180000	\$16,844.58
0399143440000	\$3,428.95
0399165040000	\$21,632.01
0399184040000	\$2,521.15
0406031090000	\$297.72
0406063140000	\$5,521.15
0406064060000	\$15,576.14
0406081260000	\$17,188.79
0406162240000	\$16,768.30
0407023060000	\$1,159.43

Exhibit "A"
Updated July 10, 2019

0407082210000	\$1,067.24
0407094170000	\$4,198.48
0407101150000	\$81.43
0407194160000	\$2,922.46
0407291080000	\$830.18
0408011130000	\$15,000.00
0408021190000	\$682.86
0408141190000	\$2,175.05
0409071080000	\$17,275.82
0410082070000	\$4,090.67
0410212420000	\$14,685.91
0411092030000	\$4,894.20
0411092080000	\$1,360.19
04111711100000	\$846.96
0411182010000	\$17,715.99
0411353260000	\$1,267.24
0411387350000	\$17,093.50
0411391190000	\$484.43
0411393080000	\$2,054.06
0411408100000	\$4,415.44
0412011170000	\$9,491.43
0412063100000	\$782.86
0412072090000	\$1,613.33
0412182040000	\$7,106.29
0412216090000	\$16,000.00
0413044230000	\$2,036.76
0413081070000	\$269.52
0413131160000	\$5,818.72
0413193140000	\$4,417.24
0413212360000	\$14,591.43
0414033080000	\$1,575.81
0414072090000	\$17,154.03
0414141030000	\$1,045.48
0414192100000	\$4,197.72
0414202210000	\$689.90
0415031120000	\$49,439.59
0415052120000	\$2,474.50
0415131190000	\$12,455.44
0415141190000	\$2,537.53
0415142170000	\$775.05
3046271530000	\$1,005.53
3046271540000	\$16,898.48

Exhibit "A"
Updated July 10, 2019

3046291-	
850000	\$3,574.00
3057101150000	\$12,600.00
3057291300000	\$16,036.00
3072241060000	\$821.14
3072271020000	\$1,224.20
0398445070000	\$2,046.56
0414132080000	\$1,115.06
0411353010000	\$1,531.50
0411333340000	\$1,031.12
0408121200000	\$283.56
0413103110000	\$331.12
3057111530000	\$4,080.22
0398102130000	\$216.00
0412227120000	\$4,478.68
0407291050000	\$336.24
0411301030000	\$281.12
0409031020000	\$309.78
0397105090000	\$583.56
0409132070000	\$10,840.24
0409101220000	\$11,176.24
0414051090000	\$1,426.24
0399173230000	\$9,426.24
3046181010000	\$981.12
0399194020000	\$2,278.68
0411403010000	\$1,478.68
0409182550000	\$731.12
0411336040000	\$731.12
0399224070000	\$531.12
0409182430000	\$1,423.80
0407232050000	\$7,326.24
0414112110000	\$578.68
3046021600000	\$3,876.24
0413111310000	\$718.80
0409031240000	\$4,478.68
0412042230000	\$431.12
0411101230000	\$1,378.68
0415073070000	\$483.56
0407272060000	\$531.12
0412277020000	\$781.12
0407154060000	\$878.68
0407021150000	\$883.56
0412303120000	\$921.36

Exhibit "A"
Updated July 10, 2019

0398176150000	\$183.56
0408091140000	\$1,131.12
0408074100000	\$7,023.80
0415111310000	\$685.56
0409062120000	\$2,328.68
0414122600000	\$603.68
0406131140000	\$5,321.36
0412212070000	\$4,478.68
3046151270000	\$83.56
0414031120000	\$383.56
0407194160000	\$547.56
0411051010000	\$495.12
0409142130000	\$83.56
0408055030000	\$7,723.80
3046111220000	\$283.56
0411331140000	\$631.12
0406141270000	\$678.68
0411365020000	\$1,128.68
0414162230000	\$683.56
0414182360000	\$1,631.12
0414141030000	\$1,626.24
0405105270000	\$283.56
0398395090000	\$731.12
0407032040000	\$83.56
0414121310000	\$390.12
0407073170000	\$283.56
0412021250000	\$531.12
0412031230000	\$4,478.68
0409032100000	\$3,928.68
0399101200000	\$1,083.56
0406042120000	\$2,578.68
0408063220000	\$781.12
0399043090000	\$1,685.36
3057391240000	\$211.00
0412182030000	\$831.12
3057231060000	\$383.56
0409172140000	\$2,778.68
0411403270000	\$283.56
0410241150000	\$183.56
0406162120000	\$283.56
0408065120000	\$683.56
0409022190000	\$183.56

Exhibit "A"
Updated July 10, 2019

0411223080000	\$331.12
0408163090000	\$483.56
0415036020000	\$283.56
0414192100000	\$928.68
0399111070000	\$283.56
0398242250000	\$283.56
0412295150000	\$981.12
0398384010000	\$1,578.68
0412312210000	\$681.12
0398143010000	\$383.56
0398073120000	\$2,431.12
0412131180000	\$1,078.68
0408034060000	\$283.56
0408184070000	\$1,731.12
0408216070000	\$483.56
0408114060000	\$1,526.24
0408146300000	\$383.56
0409202110000	\$3,131.12
0414111540000	\$283.56
0409012040000	\$483.56
0405931060000	\$826.24

Attachment 4
Exhibit "B"
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Property Owner Formatted(First Initial Last Name)	APN	Amount
H. AMAYA	0409141100000	\$ 431.73
M. & S. CORY	0398093010000	\$ 2,421.17
A. CRANE	0398327080000	\$ 741.23
J.R. DE LAO	0408131150000	\$ 1,119.00
B.H. DELGADO	0411093010000	\$ 741.91
A.J.C. DILLARD & B.E.D. WELCH	0407183010000	\$ 1,922.41
D. GARCIA	0405582010000	\$ 445.67
M.R. GUTIERREZ	0399196130000	\$ 2,454.71
C.F. HASS	0408162040000	\$ 741.65
J. HERRERA	3046261590000	\$ 3,179.22
S. JOHNSON	0398384010000	\$ 2,230.60
E. JORDAN	0399101200000	\$ 1,045.02
S. JUE	0407222210000	\$ 1,353.49
J. LONA	0398233020000	\$ 500.91
V. & J. LOPEZ	0408055030000	\$ 1,423.61
M.M.D. MARROQUIN	0407202170000	\$ 2,836.48
V. MENDEZ	0398394230000	\$ 2,056.57
M. REGETS	0411205080000	\$ 1,344.62
R. RIVERA	0408044080000	\$ 2,438.25
E. ROSE	0408101120000	\$ 1,841.70
SANCHEZ JOINT LIVING TRUST 12/10/07	0407161060000	\$ 1,436.36
J.L. SCHROEDER TRUST 3/18/10	0412215100000	\$ 1,638.45
E. & M. SHENOUDA	0415082060000	\$ 2,432.05
S. TURNAGE	0412131180000	\$ 1,999.54
K. CASTANEDA	0407213030000	\$ 7,928.41
J.S.K. & Y.I. CHOI	3057331290000	\$ 468.94
J. HICKMAN & D.C. JONES	0398153150000	\$ 8,020.98
D. HORRACE	0412241230000	\$ 2,329.74
A. SCHMOLL	0411377070000	\$ 5,184.12
R.S. & M.J. TAMORO & J.&R. VALADEZ	0414162330000	\$ 2,244.95
R. & J.G. VALENCIA	3072321230000	\$ 681.60
H. J. WILLIAMS	3072311280000	\$ 4,186.71
J.J. ALBA	0415111210000	\$ 675.15
D.L. ATCHISON & J.C. HENSON	0408121280000	\$ 294.80
D. BLACKMORE JR. & R. BLACKMORE	0409151290000	\$ 1,136.09
S. & M. CASTANEDA	3046261620000	\$ 1,958.97
A. CORTEZ & F. SANCHEZ	0408103130000	\$ 704.94

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PHILLIP R DAY TR	0411241090000	\$ 699.90
M.E. & P.J FERO	0398445150000	\$ 736.67
FIRST NATIONWIDE MORTGAGE CORP	0399194030000	\$ 506.29
L.G. FLORES	0412111080000	\$ 715.42
N.H. FLORES	0407181130000	\$ 672.85
G.M. GUERRERO	0409152170000	\$ 539.55
P. HERNANDEZ III	0405204110000	\$ 587.41
J. HIZA	0405244140000	\$ 340.18
F. IZAGUIRRE & N.L. IZAGUIRRE	3046241420000	\$ 590.44
D. & V. JAQUES	0399205140000	\$ 600.75
J.G. KIMBALL	0412224090000	\$ 327.84
V. KOH	0411407130000	\$ 414.87
J. JINARES	0411235060000	\$ 727.37
J. & N. MARENTES	0399221050000	\$ 692.82
K. MORGAN	0405582050000	\$ 1,375.36
S. & S.M. NICHOLSON	0398273110000	\$ 977.70
Y. POTIKYAN	0409042410000	\$ 1,167.59
E. & J. TIMKO	0413174180000	\$ 831.04
T.T. VAN	3057201320000	\$ 746.69
P.F. ADAMS & A. SIMENTAL	0398392090000	\$ 308.96
BENNETT FAMILY TRUST 10-16-02	0409082210000	\$ 756.41
P. BOCANEGRA	0407282090000	\$ 210.54
M. BOISO	0409062120000	\$ 714.89
G. CASTANEDA	0411301050000	\$ 771.11
E. CASTRO	0411203120000	\$ 540.30
D. & L. CRUMMEY	3046251250000	\$ 627.29
A. GARCIA	0415052050000	\$ 672.85
J. GOUDLOCK	0412325040000	\$ 364.80
HOLLIDAY FAMILY TRUST 4/3/14	0397261060000	\$ 694.19
M.WARREN & K.E. HUNLEY	0413111230000	\$ 571.10
S. JOHNSON	0405711460000	\$ 414.88
HESPERIA 26 ASSET HOLDINGS LLC	0405015070000	\$ 771.21
P. MELGOZA	0407021170000	\$ 620.38
E. MEJIA & H. RAMIREZ	0398273270000	\$ 719.22
L.C. & E. RAMIREZ	0413191290000	\$ 781.77
F.V. ROJAS	0409211220000	\$ 711.68
A. SOLIS & S. L. SOLIS LIVING TR 5/6/16	0411071270000	\$ 706.22
F.D. VASQUEZ	3046151050000	\$ 702.52
M.F. ARNAOUT	0411264080000	\$ 978.79
CENTRIX INVESTMENTS GROUP	3046071040000	\$ 456.00
J. DEMPSEY	0398164130000	\$ 609.48
J. JIMAREZ	0410222080000	\$ 3,088.79

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W. LINARES	0405105420000	\$ 215.72
E.J. MALDONADO	0398157030000	\$ 655.84
J. NESHEIWAT	3057101040000	\$ 632.00
D. PADILLA	0411365220000	\$ 659.38
J.C. SENCION & G. ROMERO	0411402130000	\$ 563.90
S. & V.E. SUTTER	0405192130000	\$ 738.68
D. L. THOMAS LIV TR 11-16-07	0398442170000	\$ 646.17
8918 I AVE	0410222080000	\$ 3,088.79
J.S. BERRIDUGE	0411287100000	\$ 696.58
D. & E. BOJORQUEZ	0399142100000	\$ 388.57
V.D. CLARK	0411303220000	\$ 414.17
C.A. DAY FAM TR 4/4/17	0412234340000	\$ 639.23
J. FLESHER	0398391340000	\$ 695.81
E.D. FLORES	0412031230000	\$ 690.27
R. & A. JANSSEN TR	0415103150000	\$ 670.85
B. R. & R.M. MARTINEZ	0399234020000	\$ 368.48
D. & L.M. MILLER	0399207060000	\$ 421.02
MPM GOLDEN STARS	0407213070000	\$ 783.35
STANDINGWATER-PROBERT NANETTE	0414112200000	\$ 661.52
J. OSUNA	0405085240000	\$ 612.46
E. PATRON	0407021120000	\$ 629.93
A.E. RODRIGUEZ	0405851220000	\$ 634.33
B.E. & E. SANCHEZ	0411232120000	\$ 482.04
JAIME C SENCION TRUST	0411204020000	\$ 634.16
B.M. SUGG	0411402110000	\$ 845.75
S.M. TRUJILLO	0412293260000	\$ 670.85
D.M. VIGIL	0414012020000	\$ 634.03
F. WU	0409071080000	\$ 713.34
ANGEL HOMES LLC	0408102270000	\$ 624.79
J. & R.L. BARNETT	0409222410000	\$ 707.24
LEWIS J EST OF BERTHA	0398352050000	\$ 611.26
R.E. BREM	0408091140000	\$ 698.40
J.L.A. GALVEZ	0397091180000	\$ 1,447.59
R.C. LOPEZ	3064471116036	\$ 612.55
A. & R. MEZA	0412266170000	\$ 504.77
K. MYERS	0408094190000	\$ 608.27
H.H. NGUYEN	0408101050000	\$ 665.65
I.D. RAMIREZ JR	0415152190000	\$ 352.34
STEPHANIE INVESTMENTS	0414052240000	\$ 624.16
D. & D. AGUIRRE REV LV TR 04/18	0415111180000	\$ 558.04
J.A. AMAYA	3072301130000	\$ 355.76
J.A. ARTEAGA	0398471070000	\$ 549.22

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AZAT RENT TO OWN LLC	0407191110000	\$ 567.20
T.M. RIOS & L. BESO	0405582040000	\$ 444.27
J.M. LIVING CHRISTOPHER TR 12/31/14	0398103020000	\$ 547.52
B. & R. DAVIS	0398324050000	\$ 596.48
J. & S. FAVELA	0399122280000	\$ 547.52
J.E. & T.M. GREUNKE	0397201190000	\$ 717.29
C.H. & G.F. GUERRERO	040801210000	\$ 565.01
E. HERNANDEZ JR	0399193020000	\$ 359.08
L.M. HUBER & L. ESCOBAR -HUBER	0408216050000	\$ 555.57
C. P & M. A JOHNSON REVOC TR	0408022160000	\$ 569.12
W. KESSLER	0408053300000	\$ 1,494.51
D. MAKHOUL	3046201340000	\$ 363.58
M. & J. ORNELAS	0407103070000	\$ 446.63
E. PEREZ	0408213400000	\$ 385.91
T.T. PHAM	0414202210000	\$ 565.41
O. POOPONGPAIBUL	0413211270000	\$ 547.52
A. ARNOLD & S.S. REESE	0405015370000	\$ 1,593.15
B.L. SCHNEIDER	0398463040000	\$ 547.52
Y. SUN & J.O. LIM	3046291290000	\$ 556.16
G.J. VALENZUELA	0398154020000	\$ 561.19
R.J. W. SEELINGER & A.J. WAGNER	0405761110000	\$ 1,835.05
M. ALVAREZ	0415045020000	\$ 571.65
M. CHAO	3046131560000	\$ 572.87
L. MEXICANO & D. CARMONA	0415163220000	\$ 716.76
E. CORTEZ	0408063220000	\$ 468.35
T. FIELDS	0412313210000	\$ 567.83
D. R. FIERRO	3057331110000	\$ 593.94
C. GOMEZ	0398172110000	\$ 551.45
F.M. GUZMAN	0405015400000	\$ 578.20
D. J. A. HERNANDEZ & P. M. RIVERA	0411286130000	\$ 566.58
R.R. IBANEZ	0408103010000	\$ 632.21
IMERICA WEST 26 LLC	0405015420000	\$ 565.33
M.J. JOHNSON	0397102020000	\$ 567.00
L. LONDA	3057161400000	\$ 566.44
J.G. O. MANCILLA	0411254160000	\$ 570.04
K. I. MEYERS, K. E. TUCKER & A. J. LIEDEL	0398444130000	\$ 576.45
S.R. & PATRICIA L MONTE	0398304080000	\$ 586.78
Y.D. & A.R. MOOYMAN	0399192290000	\$ 249.47
J.G. NUNEZ	0407073170000	\$ 317.93
O.A. OROZCO	0409211340000	\$ 590.07
PROPERTY ALL STAR MANAGEMENT LLC	0398118040000	\$ 553.42
M. & R.W. RICKER	3057312090000	\$ 583.94

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A.M. & P. ROMERO	0411254040000	\$ 387.68
R.J. ROTHWEILER & M. DAHL	3064471116018	\$ 296.07
E. VALLADOLID & R. RENTERIA	0399182030000	\$ 550.20
R. SANCHEZ JR	0409181320000	\$ 548.27
A. E. SAKAL & W. C. IRICK	0411402060000	\$ 555.93
R.E. & M.J. SHEPPARD	0405851080000	\$ 548.27
D.F. & M.V. STANDAGE	0406033120000	\$ 544.75
C.C. TORRES	3046211490000	\$ 462.96
L. & D.P. BARROM	0398185090000	\$ 553.81
BISHOP FAM TR 12/27/05	0408053160000	\$ 503.25
A.M. CAMACHO	3057021480000	\$ 537.83
M.D. CORRAL	3046091320000	\$ 491.80
M. GARCIA	0411232070000	\$ 517.91
HOUSING PARTNERS I INCORPORATED	0405482150000	\$ 505.08
E. GUERRERO	0406161060000	\$ 484.46
M. GONZALEZ & F. M GONZALEZ JR	0405831030000	\$ 468.42
V. & J.N.H. TORRES	3046291240000	\$ 484.46
M.V. LE	3057251350000	\$ 469.71
S. MEJIA	0398272240000	\$ 391.72
MPD INVESTMENT LLC	0398213110000	\$ 546.28
M. & R. MARTINEZ	0405283080000	\$ 484.46
MHP CONSULTING INC.	0407211090000	\$ 479.14
M., D., D.T. NGUYEN & C. PHAN	3057361580000	\$ 341.81
B.L. & D. NUNEZ	0413181450000	\$ 486.41
R.A. SALAZAR	3057211570000	\$ 309.61
T.J. SMITH & H.L. SMITH-NICHOLS	0397071700000	\$ 484.46
J. QUIHUIS	3057201250000	\$ 429.96
A. JESSE & B. PEREZ	0405951040000	\$ 360.68
M. & L. RUIZ	0411246140000	\$ 274.66
C.P. SWANSON	0398254080000	\$ 511.32
E. ORTIZ	0412201230000	\$ 484.46
T.M & C.J. SCHWOEBEL	0399182040000	\$ 484.46
ONORIO TR & MARIA TR ROCCA	0398203150000	\$ 543.04
PAK RE FUND VII LLC	0399134170000	\$ 502.18
B.B. PATEL	3057161150000	\$ 214.58
M.B.B. AMEZQUITA	0408181140000	\$ 502.53
MARCOS RIOS & CLAUDIA ARREOLA	0411254250000	\$ 465.69
M. CASTELLANOS	0399154070000	\$ 527.12
O. ESTRADA	0397132130000	\$ 284.32
D.A. GARCIA	0412091140000	\$ 400.35
A. GOMEZ	0415154160000	\$ 299.00
E.L. GONZALEZ	0398391060000	\$ 311.85

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B.E., B.K. & C.A. GARDNER	0414191270000	\$ 521.50
L.G. & R.S. GRAHAM	0414122560000	\$ 669.69
J. & M. HAUENSTEIN	3057251630000	\$ 506.05
HUDSON NSN ENTERPRISES LLC	0405106270000	\$ 505.37
A.D. JARA	0398075190000	\$ 485.43
M.N. LUNA	0414023160000	\$ 484.29
J.L. ESTRADA & M. M. SALAZAR	0408043200000	\$ 395.00
J.A. MORALES	0398082200000	\$ 359.84
R.A. ROBINSON	0409203170000	\$ 520.18
H.N.T. SEVENTY	0398165080000	\$ 519.15
R.S. VAZQUEZ & J. SANCHEZ	0411411130000	\$ 492.65
J. ZSCHOMLER	0398421050000	\$ 424.93
E.M. AGUILERA	3057231060000	\$ 219.67
C. BRECKENRIDGE	0398061100000	\$ 282.70
J.A. BROOM	3057341480000	\$ 215.08
A.M. & B. CHRISMAN	0415111050000	\$ 373.39
J.E. CANO & Y. RUIZ	3057021430000	\$ 480.20
J.M DZIB	0411326100000	\$ 251.06
K.L. & ROBERTO V JR GONZALEZ	0411141250000	\$ 429.23
P.M. LAROCQUE JR	0410242460000	\$ 354.93
F.A. LUA	3046251500000	\$ 450.13
I.F. LEE JR	0408163090000	\$ 427.90
R.I. & J. JR LESLEY	0397114020000	\$ 509.55
T. MEZA	3046071150000	\$ 447.65
D.E. & M.D. NICKOUS	0398241050000	\$ 219.26
T.J. ORDAZ	3057201530000	\$ 499.96
C. B. PIZZO	0412111130000	\$ 436.90
G. PEDROZA	0411341130000	\$ 405.73
J.M. & C.M. RAINES	0411333300000	\$ 421.20
R. & V. D. R. ROBLEDO & J. I. GRAJEDA	0408055220000	\$ 298.51
N. RIVERA	0413222120000	\$ 484.15
R. RODRIGUEZ	0407212170000	\$ 434.98
D.C. RICHARDS & D.A. JOHNSTON	0411364040000	\$ 220.25
D.J. & B.A. SALCIDO	0411263170000	\$ 472.65
A.A. TAVIRA	0398232160000	\$ 422.60
M. ULKARIM	0406162120000	\$ 445.73
W.F.R. ASECIO	0398176150000	\$ 288.62
V.H. DE LA CRUZ	0412212070000	\$ 349.52
I.R. DIAZ	0414141130000	\$ 222.26
J.L. ESTRADA & M. MAGDALENA	0407223090000	\$ 279.65
R.M. & D.E. GAYDON JR	3057271080000	\$ 438.65
B. GONZALEZ	0409201060000	\$ 465.26

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V. & D.K. GOODMAN	0408092190000	\$ 435.32
J. G. KIPER	0412216160000	\$ 448.86
O.M. LINARES	0412294010000	\$ 325.35
Y. LIU	0399174050000	\$ 451.61
M. & A. MALDONADO	3046221210000	\$ 520.15
C. MARTINEZ	0407272050000	\$ 441.34
J.M. & D.W. MORROW	3046211390000	\$ 592.53
J.M.P. PEREZ	0398126070000	\$ 290.43
D.M. POLING JR	3046291860000	\$ 451.10
OAK TREE APARTMENTS	0408216070000	\$ 446.80
OC INVESTMENTS PROPERTIES LLC	0398151220000	\$ 370.48
M. ROMERO & J.G. ALVAREZ	3057321210000	\$ 249.96
A. ALI & A. SHARGHI	0411365140000	\$ 281.41
R, SIRUABI	0407094200000	\$ 428.92
H.V. VASQUEZ JR	0398444120000	\$ 427.60
A. WATKINS	0411346110000	\$ 494.26
A. ENRIQUEZ	0414201210000	\$ 3,531.17
H. AKOPYAN	0414023230000	\$ 374.36
B.S. ALLEN	0409221450000	\$ 235.56
W.R. & C.D. BLOUNT	3046121560000	\$ 419.08
A.BO & X. LIU	3057231290000	\$ 375.92
M.A. CALDERON	0399205210000	\$ 446.92
E. CAMPOS, E.C. CHACON & F. HERRERA	3057111110000	\$ 376.76
V. & M. CORRAL	3057171480000	\$ 239.13
FLORRIE M COX TRUST - EST OF	0409204040000	\$ 417.44
H.G. & M. FLORES	0397311260000	\$ 230.90
J. GONZALEZ & N. RAMOS	0409181120000	\$ 210.03
Y.Y. HUNG	0406063120000	\$ 207.82
N.R. MARTINEZ	3057021180000	\$ 227.38
J.A. & E. MIRAMONTES	0415062060000	\$ 283.86
A. MILLAN, H. MUNOZ & L.M. MARTINEZ	3057181110000	\$ 227.38
A. OCHOA	0398184190000	\$ 217.15
L.R. & C.A. PHILLIPS	3057421080000	\$ 249.30
S. RODRIGUEZ & S. CAMPANA	0405105240000	\$ 228.46
M. SANDOVAL	0399134180000	\$ 417.77
E. VEGA	0415142050000	\$ 277.62
M.L. WILLIAMS	0399122170000	\$ 227.38
D. J. BROCK	0411231040000	\$ 724.76
E.G. CRUZ	0415062140000	\$ 554.40
GARCTRAC LLC	0398341060000	\$ 522.52
B. GONZALEZ	3072301090000	\$ 368.10
G. LEE	0412225120000	\$ 539.60

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L. MARSH	0398221220000	\$ 445.00
T.Y. & S. MEZA	0398097020000	\$ 358.48
A.B. MONIZ	0398327240000	\$ 537.59
C. MORGA	0412241350000	\$ 429.06
M. & D. MORALES	0399174180000	\$ 357.34
M.G.M. MORALES	0408053190000	\$ 516.17
A. ORONA & I. BOCANEGRA	0411362050000	\$ 445.07
J.A. PALOMARES	3057441120000	\$ 530.31
S. POCH	0399182180000	\$ 604.03
M.S. SANCHEZ	3046221500000	\$ 530.47
A.A. SHARGHI	0398206020000	\$ 538.66
LILLIAN RUTH SMITH LIVING TRUST	0408062180000	\$ 574.97
W.L. SMITH & J.G. BRAVO	3057261420000	\$ 578.04
J. TOVAR	0399091050000	\$ 1,852.30
G. VIANELLI	0408012110000	\$ 771.16
K.M. WONG & H.A. TROUNG	3057041820000	\$ 539.44
M.M. GOLSHANI	0406142200000	\$ 521.79
C. MORENO	0406053040000	\$ 452.84
C. CAO & S. KIM	3057312120000	\$ 211.22
M. & M. BARRAZA	0397251150000	\$ 435.42
S.R. MEZA & G. A. RAMIREZ	0406033070000	\$ 527.35
A. ROSALES	0411287030000	\$ 358.48
J. & J. ZEPEDA	0411406130000	\$ 476.56
S.A. ALATORRE & G. ALVAREZ	0408123220000	\$ 521.25
L. & S. AMEZCUA	0405052340000	\$ 340.31
C. & R.S. ARAUJO	0414162180000	\$ 256.44
C.M. CARLETTELLO	3057271020000	\$ 512.99
R. CERVANTES	0408084030000	\$ 500.14
S.M. & R. G. ELLIOTT	0397013230000	\$ 333.54
M.R.S. FAUST	3057342400000	\$ 599.03
L. GARCIA & M.R. ENCINES	0399173010000	\$ 357.33
D. HIBBETTS	0405202190000	\$ 792.15
T.H. JORDAN	3057261160000	\$ 601.50
G. LABRECQUE	0398371050000	\$ 327.51
E. LOPEZ	0405851190000	\$ 507.48
H. ORTEGA	0411392130000	\$ 515.94
S. ROBINSON	0408053060000	\$ 501.45
MOISES SALAZAR A LIV TR 7-7-08	3072321270000	\$ 505.83
B.A. & F.E. SMITH	0398141080000	\$ 501.64
L. ALWAW	0411328050000	\$ 492.19
B. ANNEMA	0397291070000	\$ 495.24
J. BARBARICH	0408065120000	\$ 445.83

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PERRY WELDON BEAL JR LIVING TRUST 5/10/16	0411287160000	\$ 667.00
C. LONGWAY & J. CORREA	3046261510000	\$ 443.19
J. L. GARCIA & R. ZENDEJAS	0407103220000	\$ 335.38
J.L. OLIVA	0409202110000	\$ 499.12
D.M. VILLALVA	0397135050000	\$ 500.50
T. WRIGHT	3046271110000	\$ 495.98
J. & D. AGUILAR	0413142180000	\$ 580.54
S. ARROYO	0406111160000	\$ 487.39
D. DELIMAN	0408055250000	\$ 646.16
HESPERIA 26 ASSET HOLDING LLC	0399171070000	\$ 358.48
T.G. METTERS	3046211100000	\$ 557.39
N.M. & K.N. PATEL	0405711590000	\$ 439.73
F. SALAZAR	0411332200000	\$ 578.16
MARY LOU A SEAVER FAMILY TR 1/16/13	0408218240000	\$ 510.02
L.A. & B.R. STAHL	3057221810000	\$ 619.42
N.A. TODD	0411417150000	\$ 511.20
J.C.A. PEREZ	0414202090000	\$ 552.80
J.A.H. BARRERA	0398071040000	\$ 593.32
K. & C.M. BRITTAIN	0406123130000	\$ 358.47
H.E. BURGOS	0399133020000	\$ 446.69
M.T. CABALLES	0407093040000	\$ 567.91
R.M. & F. CASTRO	0405243050000	\$ 618.12
M. CORONADO	3057311340000	\$ 486.27
T.Q. DINH	0413191170000	\$ 512.10
M. & L. FRAGOSO	0407073240000	\$ 998.40
C. GONZALEZ	0415092150000	\$ 855.40
K.C. HARRINGTON & K.S. ADAMS	0412051060000	\$ 569.43
B.V. MARTINEZ JR	0409206220000	\$ 512.03
E. MENDOZA	0398064230000	\$ 899.19
E.A. MUNIVE	0412215010000	\$ 591.02
S.R. NAVARRETE	0407213170000	\$ 856.12
Y. & K. NELSON	0408073240000	\$ 613.90
G.M. & J. DVA OSTROWSKI	0399175050000	\$ 577.37
R. PEREDA	0407283040000	\$ 585.26
C. PEREZ	0399201010000	\$ 533.04
R. PLASENCIA	0409021160000	\$ 546.77
M. ULKARIM	0407161140000	\$ 559.68
E. QUINTEROS	3046291580000	\$ 467.47
M. RIVERA	0399143540000	\$ 848.37
A. ROCHA	0412225190000	\$ 388.89
C. & H.M. RODRIGUEZ	0411289280000	\$ 516.91
F. ROJAS	3057331670000	\$ 336.18

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G.M. TORRENUEVA	0411111030000	\$ 513.34
L. XIONG	3057101420000	\$ 249.09
D. BEAGLE	0406063160000	\$ 494.02
L.M. CASAS & J.A. RAMIREZ	3046091060000	\$ 499.76
Z. COLEMAN	0398201130000	\$ 499.34
Y.Z. DONG	0412211080000	\$ 483.17
C. FLEMISTER-WHITE	0408012050000	\$ 750.25
J.L. & A.E. FLORES	0398206300000	\$ 358.47
C. & J. GALCERAN	0407051020000	\$ 469.69
M.G. GALLARDO	0412265070000	\$ 551.79
M.M. GARDNER	0398353090000	\$ 299.44
P.D. & R. GARZA JR	0412131150000	\$ 482.00
M.A. GUTIERREZ	0399173230000	\$ 308.47
K. HAYNES	3057281280000	\$ 484.02
E. HERNANDEZ	0398342040000	\$ 474.78
S. & R. LO GUERCIO	0412072090000	\$ 492.35
G. PINEIRO	0407161050000	\$ 521.32
D. & L. RAMOS	3057311350000	\$ 467.70
R.D. RAMOS	0414051150000	\$ 493.83
L.M. SANDOVAL & H. RODRIGUEZ	0412022170000	\$ 486.75
A.A. SHARGHI	0399141020000	\$ 404.25
C.G. UNDERWOOD	0411353220000	\$ 673.24
S. & L. VALDIZON	0398143170000	\$ 494.58
A.J. & G.T. WATSON III	0398222010000	\$ 357.33
C. & O. BABIY	0415022290000	\$ 358.48
K.J. BLAND	0412201100000	\$ 506.52
C. & M. BRIDGEMAN	0405921020000	\$ 911.32
MANOUCHEHR BROUMAND TRUST 2/27/98	3057022440000	\$ 287.47
B.J. & J.W. CHAPPELL	0412052020000	\$ 551.99
M. EISENBEISS	0398205180000	\$ 304.09
J.A. ENRIQUEZ	0408021160000	\$ 457.05
K. & M. GARCIA	0415054030000	\$ 1,325.37
L.E. GARCIA	0409141030000	\$ 469.51
T.M.W. GOSSMAN	0411419030000	\$ 610.86
DORIS L. HANKINS LIVING TRUST 10/29/07	0414121020000	\$ 358.48
HOA-AN-NHAN-LAC LLC	0412083190000	\$ 501.13
L.Y. LEROY	0409163070000	\$ 255.98
S. & I. MARTINEZ	0407193130000	\$ 442.67
LUCY C. MEDRANO TRUST	0405052070000	\$ 560.51
J.A. ORTEGA	0408032310000	\$ 425.57
J.M. RAMIREZ	3046151270000	\$ 515.90
ARNOLD & ISABELLE RENTFRO REV LIV TR / K. E. & R. M. HAGGERTY	0412182030000	\$ 347.34

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F. & F. REYES	0399172150000	\$ 551.11
H. SINGH	3057081380000	\$ 540.36
D.E. SITKA	0399156280000	\$ 989.71
S. L. & S. M. SHCHUROV	0408025180000	\$ 523.04
A.D. & T. ARTIS JR	0399083110000	\$ 349.22
V. M. REYES	0412011130000	\$ 438.94
D.K. & K.M. CAPPS	0398144080000	\$ 230.82
M., F. & N. CORTES	0411401030000	\$ 350.19
M. WILSON	0412292070000	\$ 601.07
J.M.M. RAMIREZ	0411265060000	\$ 439.04
E.M. & J.J. MARIN	0408075070000	\$ 427.66
R.J. EUTSEY	3057331450000	\$ 336.75
R. GARCIA	0411061010000	\$ 776.44
H.V. DINH & T.T. VU	3046081050000	\$ 613.13
J.M. FUENTES JR	0414043180000	\$ 510.06
N. AWAD	0412211040000	\$ 550.66
E.J. MC CARTY	0398303260000	\$ 465.37
J.L. ROBLES JR.	0408133110000	\$ 465.51
D. AYALA	0412214140000	\$ 465.71
A.F. AVILA	0408024030000	\$ 621.95
P. WILLIAMSON	0411387110000	\$ 467.49
M. & J. MONTOYA	0409011310000	\$ 438.34
J.M.M. CERDA	3072301290000	\$ 328.64
17706 PINE ST TRUST 7-8-09	0411247220000	\$ 472.45
D.E. ASHLEY	0406052050000	\$ 469.98
D. VENEGAS	0405352220000	\$ 409.59
K.D. WASHINGTON	3046291480000	\$ 455.27
N. LOPEZ	0408228230000	\$ 223.76
M. ARGOT	0412241120000	\$ 358.48
D.C. DONAT	0408084240000	\$ 443.03
J. EASLEY	0398154070000	\$ 617.74
V.A. HUMBERT EST OF	0407093090000	\$ 557.90
K. ORELLANA	0405283010000	\$ 589.36
E.N. & L. WILLIAMS	3046181110000	\$ 490.31
M.R. & L.L. VILLAREAL JR.	3057031070000	\$ 494.92
F. TELLEZ	0411336410000	\$ 448.21
L. S. ADAME PROPERTY TR 2015	3057292420000	\$ 559.89
MARTHA SHARON MONTGOMERY LIV TR 11/08	0411413030000	\$ 328.47
R.G. CARRASCO LIV TR 10/6/16	3046211230000	\$ 448.75
PAK RE FUND VII LLC	0412214220000	\$ 345.74
S. SALEM	0411302080000	\$ 527.73
S. & D. VASQUEZ	0411101230000	\$ 452.06

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I.E. VALERIO	0415101110000	\$ 456.53
A.L. & E.S. AOUN	3057041550000	\$ 453.58
J. VACA	0414014100000	\$ 453.58
C. & A.D. NUNEZ	0399164140000	\$ 454.05
J. PORTILLO JR.	3046281550000	\$ 454.47
V. DYKSTRA	0408013290000	\$ 583.93
M.A. STANLEY	3057361200000	\$ 456.88
S. SANCHEZ	0408024200000	\$ 465.13
J. IBARRA - RUIZ	0408082180000	\$ 396.47
M. & N. MELENDREZ	0413182050000	\$ 567.11
R.E.L. & J.S. RAMIREZ	0415063080000	\$ 450.86
M. LUMBRERAS	0411411070000	\$ 559.17
H. SERRANO	0409151380000	\$ 458.19
F. HILL JR	0405721230000	\$ 469.90
C. & D. PRADO	0408104240000	\$ 459.40
A.D. ALCARAZ & F. RIVERA	0411161340000	\$ 457.04
E. VENZOR	0405015240000	\$ 462.34
N. & M.E. TAYLOR	0398157050000	\$ 463.64
M.G. VARGAS	3046241110000	\$ 402.81
D. DAVIS	0408024120000	\$ 403.48
J. VELAZQUEZ	0412215060000	\$ 463.05
L. & E.N. MOORE	0412201420000	\$ 451.05
T.T. & P. HUYNH	3057361090000	\$ 467.98
J.M. ACOSTA	0411423120000	\$ 537.90
CEMS INVESTMENT LLC	0405093250000	\$ 455.83
A. BUSH	3057221050000	\$ 471.55
A. HERNANDEZ	0412272030000	\$ 517.64
C. SANCHEZ & W. CAMACHO	0413221210000	\$ 648.51
M. WYATT	0415081030000	\$ 476.11
N.G. SILVA	3046091350000	\$ 402.17
M.A. & S.L. SLEEK	0414032030000	\$ 478.01
I. & G. GRIEGO	0398192100000	\$ 472.45
J.L. RAMIREZ	0411373210000	\$ 550.41
J.A. SANCHEZ	0405352320000	\$ 398.08
S.L. ROMERO	0412254160000	\$ 463.16
M. PULIDO	0405093280000	\$ 464.31
H. COMBS	0412161050000	\$ 625.81
J. FITCH	0415122110000	\$ 485.99
J.P. LYNCH	0411232100000	\$ 467.56
R. ALVAREZ	0414012050000	\$ 486.39
C.H. & R.A. MENELLY	0414131140000	\$ 478.51
A. CHAVIES	0398225120000	\$ 471.89

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J. PACHECO & T. PINEDO	3072301070000	\$ 467.27
I.M., J.W. & J.L. FUNES	0411381110000	\$ 468.60
D. FLORES	0398471150000	\$ 360.74
A.L. & M.D. HOLMES	0406161320000	\$ 479.99
H. PARFITT & D. WILSON	0411404190000	\$ 483.38
H.A.M. AUBREY	0411406160000	\$ 469.55
S.D. HALE	0409151030000	\$ 469.55
S.J. WARD	0412273120000	\$ 252.55
HCX GROUP LLC	3046291250000	\$ 414.69
B.J. V. MARTINEZ	0412303110000	\$ 480.21
KEITH A. KALK REVOCABLE TRUST 8/29/11	0399233040000	\$ 371.62
Q. GUO	3046291040000	\$ 404.13
M.E. MOLINA	0405284140000	\$ 371.27
S. & V. HERNANDEZ	0406112300000	\$ 385.72
C.L. MURILLO	0407213140000	\$ 482.07
R. GARCIA	0409206130000	\$ 689.49
REYES CONTRACTOR INC	0410172480000	\$ 491.26
S. & J. HERNANDEZ JR	0411328110000	\$ 482.73
J.A. MENDOZA	0412063100000	\$ 257.29
M. R. ROJAS	0398187050000	\$ 482.84
F.J. PALLO	0398465056000	\$ 490.39
F.J. CAMACHO	0412325060000	\$ 483.29
K. REED	3072321330000	\$ 492.07
E. BERUMEN	0407272130000	\$ 508.49
L. A. HILL	0411092110000	\$ 489.19
F. MARTINEZ	3057201110000	\$ 374.28
ENRIQUE ALCALA - RODRIGUEZ REVOCABLE TRUST	0398273010000	\$ 486.67
J.V. VEGA	0408033120000	\$ 476.02
T.T. SKIPPER	0399213030000	\$ 327.88
VULTURE 1 HOMES LLC	0405251240000	\$ 498.28
G.N.B. CARDONA & J. L. RAMIREZ	3046241150000	\$ 394.21
J. BARRAGAN	0406121120000	\$ 491.34
V.N. & V. ARELLANO	0398131150000	\$ 482.21
L. RANGEL & J. GOGOS	0405761090000	\$ 377.58
R.M. ROJAS, S. M. MAGANA & R. M. R. MALDONADO	0411201150000	\$ 485.56
F. HUITRON	0411031010000	\$ 485.55
J. & B.I. GARCIA	0405342380000	\$ 489.65
M. L. BOLIN	3064471076061	\$ 222.20
R.A. TRAVIS	0411333020000	\$ 496.55
N. & T.Y. SHAKER	3057091510000	\$ 487.34
SFR 2012-1 US WEST LLC	0408172130000	\$ 490.74
M. G. URIAS & B.U. SOTO	0411302160000	\$ 981.93

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C.M. WINN	0398294030000	\$ 519.37
E. & R. BARAJAS	0412072080000	\$ 413.24
M.D.L. & D. BURNS-LOUIS	3057301050000	\$ 509.45
E. F. & M. A. EDEZA & T. MORALES	0411321110000	\$ 521.69
G. GARCIA	3057161810000	\$ 1,004.22
J. GONZALEZ & N. RAMOS	0408146060000	\$ 216.65
M.A. & A. RIVERA	0406161230000	\$ 515.85
E. G.SANCHEZ & J.G. RANGEL	0398314090000	\$ 358.47
R.P. & M. GIRON	0408041190000	\$ 534.80
S. SANZONE	0408021190000	\$ 775.34
T.M. SPRAGUE	0408233250000	\$ 842.30
M.T. GOMEZ	3046211500000	\$ 1,037.68
R. LAZORSKI	0407291080000	\$ 470.20
1881 ERES AMOR 47 TRUST 2/7/16	0412011170000	\$ 592.57
M.L. POWELL	0412042130000	\$ 308.48
N. & V. HUDSON	3046171290000	\$ 549.77
T. & W. STUDER	0409103040000	\$ 565.20
T.T. VAN	0412273200000	\$ 767.67
J.M. SOLORIO	0397112060000	\$ 752.34
B.R.N. ROBERTS	0399222260000	\$ 769.06
J.L. & C.W. HURST	0398186040000	\$ 629.48
J. BASS	0412277020000	\$ 960.31
R. ARAUJO	0408222070000	\$ 1,100.23
M. MACIAS	0411012100000	\$ 599.77
A.A. & A. SHARGHI	0408045030000	\$ 798.28
E. & B. COURTNEY	0415151170000	\$ 1,004.58
V.Y TUTHILL	0408228200000	\$ 801.65
T. MONTOYA & R.B. RANGEL	0398394110000	\$ 687.73
L.P. & G.E. WINTERS	0414192100000	\$ 1,024.77
R.R. COSBEY	3057161380000	\$ 998.38
M.J. HUFF	0414132080000	\$ 701.62
J. BECK	0405105380000	\$ 997.30
K.M. HINSEY	0399234010000	\$ 658.85
F.J. AGUILAR	0411336320000	\$ 627.55
H.G. TIERNAN TR	0398451010000	\$ 683.13
L. M. VALDEZ-GONZALEZ & B. GONZALEZ	0408217230000	\$ 1,149.22
T. LEGARRETA	0398164220000	\$ 844.30
T. OWENS	0398395280000	\$ 853.73
J.A. ABBOTT	0411254200000	\$ 844.71
E. & D. ZACA, & A. & B. HERNANDEZ	0415122040000	\$ 687.49
R.L. & M.E. MORENO JOINT LIV TR	0411081100000	\$ 844.15
D.E. HAYES	0412233140000	\$ 970.22

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T. SALAS	0411328370000	\$ 809.87
L. & R.G. PALACIOS	0415082300000	\$ 766.91
A.L. & M.A. ANTILLON	3057031470000	\$ 767.98
J.L. CUEVAS	0398444250000	\$ 1,054.08
M. WILLEMSE	0398212140000	\$ 1,175.56
K. CHASE	0397251090000	\$ 779.37
J.L. MORALES	0399136050000	\$ 1,177.85
R. MACEDO	0408072140000	\$ 868.48
J.M. RANGEL JR.	3057281410000	\$ 463.48
R. GUDINO	0406013120000	\$ 1,184.54
A.M. & B.L. HELZER	0397147100000	\$ 1,115.28
A.J. JOHANSON	0398074060000	\$ 424.98
A.F. & E.E. GILMER	0406151100000	\$ 689.33
C.M. BENNETT	0398273140000	\$ 681.64
M. C. & D.J. BARNES	0398065330000	\$ 1,156.47
M. SEGURA	0415043080000	\$ 768.34
LOS ANGELES CHINESE PINYIN TRAINING ACAD	3057201100000	\$ 247.73
D.& O. QUALO	0399231080000	\$ 737.91
K.M. TURNER	0405721400000	\$ 732.93
S. TORRES JR.	0398491230000	\$ 867.22
W. & D.T. THOMAS	0411341030000	\$ 673.67
M.L. & R. FLORES	0398254020000	\$ 1,228.52
T. & C.E. WALKER	0398461050000	\$ 753.03
18123 PINE ST TRUST	0411323070000	\$ 1,235.34
N. SAMADI & M. GOLSHANI	0407094170000	\$ 835.06
J.H. MENDOZA	0414221130000	\$ 751.59
G. BARAJAS	0415122080000	\$ 1,244.65
R.H. VAUGHAN	0408172310000	\$ 658.68
K. EMBREY	0398107180000	\$ 711.96
E. DEL VALLE	0412063170000	\$ 358.48
M. & H. DOMINGUEZ	0414152010000	\$ 1,271.77
L.A. BOWDRY	0412285040000	\$ 865.99
M. G. CARILLO & J. L. CARRILLO	0408104180000	\$ 1,251.13
A. TREJO	0398177140000	\$ 831.32
B. OVALLE	0399172030000	\$ 775.64
B. CARMONA	0412254180000	\$ 966.43
M. MORENO	0406052040000	\$ 1,426.23
A. HUANTE	0408233300000	\$ 863.47
A. CHAVEZ	0412252070000	\$ 858.12
S. CAMPOS	0408141190000	\$ 1,176.44
G.S. & P.L. CHAMBERS	0411421060000	\$ 858.74
V. MUNOZ	0397111440000	\$ 1,313.70

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M.A. MARTINEZ JR.	0411336170000	\$ 872.23
R. MORALES & M. LOPEZ	3046311380000	\$ 1,070.67
O.M. RODRIGUEZ	0413203040000	\$ 515.48
L. & L. P. BLACK	0399165010000	\$ 887.58
E. RODRIGUEZ	0398064280000	\$ 1,354.08
A. ARELLANO	3046171460000	\$ 1,014.34
S.G. ROMERO	0407153040000	\$ 1,065.80
M.A. SHEPPARD	0398055190000	\$ 1,349.20
G. & E.R. RODRIGUEZ	0398063100000	\$ 1,346.17
C.D. CONWAY	0411242110000	\$ 610.24
D.K. & V.B. MARKLEY	0409192570000	\$ 931.11
J.F. URRUTIA	3046151220000	\$ 967.54
A.I. & E. JUAREZ	0407201140000	\$ 238.97
M.J. BLEER	0408022300000	\$ 1,432.15
J.O. MARTIN IV	0415101080000	\$ 775.64
R.L. & C.M. ALLIGOOD	0398094090000	\$ 1,122.49
S.A. SALEM	0411092030000	\$ 835.83
M.A. TAN-CASTANON & D.A. CASTANON	0406162170000	\$ 388.47
A. SILICEO	0398433200000	\$ 1,452.00
J.H. HOLLIS TRUST OF 2005	0412227160000	\$ 315.55
R. MORGUTIA	0408085130000	\$ 1,006.89
A.M., M. & T. RODRIGUEZ	0408146170000	\$ 1,165.45
S.G. & M.K. WILKINSON	0405285040000	\$ 1,105.50
J.B. & J.L. TUCCI	0412305150000	\$ 1,767.40
V.J. & C.F.J.T. ROMMEL	0406162050000	\$ 1,783.75
V. GODINEZ & K.A. VIGIL	0408134150000	\$ 1,260.53
F. & S. DARLING	3046231120000	\$ 358.47
Y. CLEMONS	0409083120000	\$ 1,689.52
M.F. SCARBERRY	0411291250000	\$ 595.32
L.T. & D.E. MONK	0398136090000	\$ 1,700.35
V. COCHRAN	0411353260000	\$ 1,127.08
A.W. ABRAHAM	0415022220000	\$ 1,877.99
R.K. BERG	0409011010000	\$ 1,691.96
E. MOORE-SEARLES & K. SEARLES	0405352090000	\$ 1,786.77
K.J. & S.E. MILLER	0399165040000	\$ 1,896.80
R. CONTRERAS	0411222280000	\$ 1,249.90
K.M. SOULE	0411245030000	\$ 640.60
S.A. CANEL	0408228160000	\$ 1,197.10
D.D. & L.D. CLINE	0412171070000	\$ 283.78
R. CHAVEZ JR.	0398311116000	\$ 1,313.08
D. & N. FORSGREN	0408075160000	\$ 1,712.23
M. & D. CAMACHO & M. PALOS	0405254100000	\$ 1,323.19

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J.B. MOCTEZUMA	0405015450000	\$ 1,980.65
E.G. SOLOMAN	0411345060000	\$ 1,252.90
D. CURRY	0399137150000	\$ 1,327.53
H.R. BLACK	0414161270000	\$ 1,351.91
C.D. CALHOUN	0409171200000	\$ 1,273.74
M. & C. MENDEZ	0414033080000	\$ 2,035.64
R. GONZALES	0411321070000	\$ 1,357.45
R.D. THARP JR.	0411367100000	\$ 1,860.30
S. RIMMER	0412256070000	\$ 2,125.55
M. & D. WALTER	0415142170000	\$ 357.33
G.L. GABINER	0411425060000	\$ 822.65
M.E. VALENZUELA & F.B. RODRIGUEZ	0409022230000	\$ 388.47
R. & J.L. HERNANDEZ	0414051070000	\$ 358.47
S.D. & W.R. HANSEN	0412294050000	\$ 1,535.31
M.S. & K.A. POULSEN	0409201230000	\$ 1,912.71
L. CSONKA	0414151160000	\$ 1,696.17
A.V. TAFISI & T. E. & M. O. OTUAFI	0411082030000	\$ 1,548.59
A. LOPEZ	0399194290000	\$ 1,770.25
M.C. GASS	0408041010000	\$ 1,600.98
L. BAMBA & J.V. CAMACHO	0399206210000	\$ 1,591.52
T.L. BLUTH	0411244140000	\$ 2,596.94
G. ORTIZ	0399201040000	\$ 721.99
Halanna Equities III	0357321160000	\$16,305.53
Halanna Equities III	0357321250000	\$16,305.53
F. Chen	0397171180000	\$17,061.56
C. Murillo	0397211020000	\$305.53
L. Duplanti	0398252030000	\$1,671.06
Y. Zeng	0398273100000	\$16,790.67
J. Banuelos	0398326040000	\$14,079.63
S. Johnson	0398384010000	\$1,306.29
V. Parikhaneh	0398411120000	\$16,000.00
A. Perry	0398431040000	\$7,832.01
J. Castillo	0398461030000	\$5,694.57
T. Calhoun-Day	0399011380000	\$598.74
T. Artis Jr.	0399083110000	\$1,132.01
J. Tovar	0399091050000	\$592.96
MPSN Properties II LP	0399122180000	\$16,844.58
Calvary Baptist Church of Hesperia	0399143440000	\$3,428.95
S. Miller	0399165040000	\$21,632.01
B. Avery	0399184040000	\$2,521.15
Clearwater Development LLC	0406031090000	\$297.72
W. Chen	0406063140000	\$5,521.15

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A. Chuong	0406064060000	\$15,576.14
Z. Zeng	0406081260000	\$17,188.79
B.Chen and Y.Zhou	0406162240000	\$16,768.30
T. Powell	0407023060000	\$1,159.43
Wilkerson Family Trust 12-16-94	0407082210000	\$1,067.24
M. Golshani	0407094170000	\$4,198.48
F. Romero	0407101150000	\$81.43
A. De La Torre	0407194160000	\$2,922.46
R.Lazorski	0407291080000	\$830.18
K. Hong Ly	0408011130000	\$15,000.00
S. Sanzone	0408021190000	\$682.86
S. Campos	0408141190000	\$2,175.05
F. Wu	0409071080000	\$17,275.82
G. Rivera	0410082070000	\$4,090.67
R.Salazar	0410212420000	\$14,685.91
S. Salem	0411092030000	\$4,894.20
Sacks Enterprises Inc.	0411092080000	\$1,360.19
S. Mendoza	0411171100000	\$846.96
W. Cen	0411182010000	\$17,715.99
V. Cochran	0411353260000	\$1,267.24
A. Nguyen	0411387350000	\$17,093.50
C. Britton	0411391190000	\$484.43
L. Martinez Jr.	0411393080000	\$2,054.06
Beulah Swims Living Trust 7/12/05	0411408100000	\$4,415.44
1881 Eres Amor 47 Trust 2/7/16	0412011170000	\$9,491.43
J. Mendoza	0412063100000	\$782.86
R. Lo Guercio	0412072090000	\$1,613.33
Ostatki Trump Land Trust	0412182040000	\$7,106.29
H. Li & X. Liang	0412216090000	\$16,000.00
J. Randall	0413044230000	\$2,036.76
S. Gonzalez	0413081070000	\$269.52
K. Choi	0413131160000	\$5,818.72
C. Bussey	0413193140000	\$4,417.24
K. Zhao	0413212360000	\$14,591.43
C. Mendez	0414033080000	\$1,575.81
M. Rahman	0414072090000	\$17,154.03
J. Segovia	0414141030000	\$1,045.48
G. Winters	0414192100000	\$4,197.72
T. Pham	0414202210000	\$689.90
S. Sandoval	0415031120000	\$49,439.59
W.Mockett	0415052120000	\$2,474.50
M. Bigbee	0415131190000	\$12,455.44

Exhibit "B"
Updated July 10, 2019

A. Sandoval	0415141190000	\$2,537.53
D. Walter	0415142170000	\$775.05
R. Wong	3046271530000	\$1,005.53
J. Wu	3046271540000	\$16,898.48
	3046291-	
W. Moy	850000	\$3,574.00
J. Goodman	3057101150000	\$12,600.00
K. Tran	3057291300000	\$16,036.00
Heckle & Jeckle LLC	3072241060000	\$821.14
O. Hernandez	3072271020000	\$1,224.20
M. CABRERA	0398445070000	\$2,046.56
M. HUFF	0414132080000	\$1,115.06
F. ARIAS	0411353010000	\$1,531.50
N & J MUNOZ	0411333340000	\$1,031.12
B. COLE	0408121200000	\$283.56
R. CORTEZ	0413103110000	\$331.12
Y. CHO	3057111530000	\$4,080.22
R. ESTRADA	0398102130000	\$216.00
M. DICKMAN	0412227120000	\$4,478.68
A. SANTOS	0407291050000	\$336.24
G. ELLIS	0411301030000	\$281.12
L. T. LIVING TRUST 4-18-10	0409031020000	\$309.78
A. MAYER	0397105090000	\$583.56
R. BULMER	0409132070000	\$10,840.24
L. CASTILLO	0409101220000	\$11,176.24
L. BIRD	0414051090000	\$1,426.24
M. GUTIERREZ	0399173230000	\$9,426.24
ANGKORTOM INVESTMENT LLC	3046181010000	\$981.12
C. LEMBERGER	0399194020000	\$2,278.68
V. HAMILTON	0411403010000	\$1,478.68
R. YNIGUEZ	0409182550000	\$731.12
L. GUZMAN	0411336040000	\$731.12
R. DICKSON	0399224070000	\$531.12
M. URIBE	0409182430000	\$1,423.80
J. GRIJALVA	0407232050000	\$7,326.24
J. PINA	0414112110000	\$578.68
J. BURGOS	3046021600000	\$3,876.24
R. BUNCH	0413111310000	\$718.80
J. PEREZ	0409031240000	\$4,478.68
M. ROGERS	0412042230000	\$431.12
D. VASQUEZ	0411101230000	\$1,378.68
A. TORRES	0415073070000	\$483.56
A. SAHERI	0407272060000	\$531.12

Exhibit "B"
Updated July 10, 2019

J. BASS	0412277020000	\$781.12
M. VALADEZ	0407154060000	\$878.68
B. PEREA	0407021150000	\$883.56
M. MENDOZA	0412303120000	\$921.36
W. ASECIO	0398176150000	\$183.56
R. BREM	0408091140000	\$1,131.12
B. JIMENEZ	0408074100000	\$7,023.80
G. CERDA	0415111310000	\$685.56
M. BOISO	0409062120000	\$2,328.68
A. SEGURA	0414122600000	\$603.68
M. ARREGUIN	0406131140000	\$5,321.36
V. DELACRUZ	0412212070000	\$4,478.68
J. RAMIREZ	3046151270000	\$83.56
VALLEY FIFTH LLC	0414031120000	\$383.56
A. DELATORRE	0407194160000	\$547.56
H. COOPER	0411051010000	\$495.12
J. SEGOVIANO	0409142130000	\$83.56
J. LOPEZ	0408055030000	\$7,723.80
CHIEM-DO REVOCABLE TRUST 3-16-	3046111220000	\$283.56
M. MARTINEZ	0411331140000	\$631.12
N. REICH	0406141270000	\$678.68
M. LEON	0411365020000	\$1,128.68
L. REYES	0414162230000	\$683.56
T. JAMISON	0414182360000	\$1,631.12
J. SEGOVIA	0414141030000	\$1,626.24
R. JOHNSON	0405105270000	\$283.56
L. MC CRAIG	0398395090000	\$731.12
M. MARTINEZ	0407032040000	\$83.56
E. ALCALA	0414121310000	\$390.12
J. NUNEZ	0407073170000	\$283.56
S. ALBARADO	0412021250000	\$531.12
E. FLORES	0412031230000	\$4,478.68
P. MARTINEZ	0409032100000	\$3,928.68
E. JORDAN	0399101200000	\$1,083.56
M. MARQUENO	0406042120000	\$2,578.68
E. CORTEZ	0408063220000	\$781.12
J. TRUJILLO	0399043090000	\$1,685.36
E. AYALA	3057391240000	\$211.00
A & I RENTFRO REV	0412182030000	\$831.12
E. AGUILERA	3057231060000	\$383.56
M. GONZALEZ	0409172140000	\$2,778.68
G. HERNANDEZ	0411403270000	\$283.56

Exhibit "B"
Updated July 10, 2019

GRIFFIN PROPERTIES INC	0410241150000	\$183.56
M. ULKARIM	0406162120000	\$283.56
J. BARBARICH	0408065120000	\$683.56
H. BROOKS SR	0409022190000	\$183.56
H. MARTINEZ	0411223080000	\$331.12
I. LEE	0408163090000	\$483.56
DANIELLA FOOD LLC	0415036020000	\$283.56
L. WINTERS	0414192100000	\$928.68
M. MARABLE	0399111070000	\$283.56
V. TREVINO	0398242250000	\$283.56
J. ANAYA	0412295150000	\$981.12
S. JOHNSON	0398384010000	\$1,578.68
A. GAMEZ	0412312210000	\$681.12
M. MARQUEZ	0398143010000	\$383.56
M. SAGASTUME	0398073120000	\$2,431.12
S. TURNAGE	0412131180000	\$1,078.68
C. VASQUEZ	0408034060000	\$283.56
F. FERRER	0408184070000	\$1,731.12
OAKTREE APARTMENTS	0408216070000	\$483.56
P. SEPULVEDA	0408114060000	\$1,526.24
I. RODRIGUEZ	0408146300000	\$383.56
J. OLIVA	0409202110000	\$3,131.12
H. VEGA	0414111540000	\$283.56
J & J VASQUEZ REV TR	0409012040000	\$483.56
G. DUENAS	0405931060000	\$826.24

City of Hesperia STAFF REPORT



DATE: July 16, 2019

TO: Mayor and Council Members

FROM: Nils Bentsen, City Manager

BY: Michael Blay, Assistant City Manager
Tina Souza, Senior Management Analyst

SUBJECT: Agreements and Equipment for the Main Street Traffic Signal Synchronization Project – Phase II, C.O. 7133 and the Main/Mariposa Signal Relocation Project, C.O. No. 7156

RECOMMENDED ACTION

It is recommended that the City Council 1) approve a Professional Services Agreement (PSA) with Urban Systems Associates, Inc. in the amount of \$577,600, plus a 10% contingency in the amount of \$57,760, for a total contract amount of \$635,360, 2) authorize the purchase of equipment from Trafficware in the amount of \$103,316, 3) authorize the purchase of equipment from Rhythm Engineering in the amount of \$320,202, 4) adopt Resolution No. 2019-039 appropriating \$280,327 to Fund 204, 5) adopt Resolution No. 2019-040 approving the Memorandum of Understanding (MOU) between the City and Caltrans District 8; and 6) authorize the City Manager to execute the PSA and MOU.

BACKGROUND

The Mojave Desert Air Quality Management District (MDAQMD) has established the Mobile Source Emission Reduction Competitive Bidding Program to award funds to local governments and other agencies or institutions capable of effectively utilizing funds to reduce mobile emissions.

On September 1, 2015, the City Council adopted Resolution No. 2015-041 accepting a grant award from MDAQMD in the amount of \$246,200 for the installation of an adaptive traffic control system on Main Street from “I” Avenue to Eleventh Avenue (Phase I). The project is complete with the exception of modification to the “G” Avenue controller cabinet, which will be performed during installation of Phase II.

The City was awarded additional grant funds from MDAQMD in the amount of \$484,482 for Phase II from Escondido Avenue to Mesa Linda Street, which was accepted by City Council under Resolution No. 2017-030 on June 6, 2017.

The goal of the adaptive system is to reduce commute times and harmful vehicle emissions, and improve quality of life for Hesperia residents by utilizing the latest signal timing technology, coordination, and communication technology available for monitoring and optimizing traffic along the Main Street corridor.

ISSUES/ANALYSIS

The In-Sync system recognizes traffic at, and between intersections to adjust the cycle lengths and phases of the traffic signals depending on the real time traffic at the intersections. Phase I and Phase II provide installation of the system in the most congested areas of the Main Street Corridor. The goal is to eventually implement the system along the entire corridor.

Urban Systems Associates, Inc. (Urban) was contracted as the traffic engineer to provide the professional services related to various stages of the Phase I project such as the required traffic studies, programming equipment and coordination and installation of the equipment needed for the adaptive traffic control system for the project. For consistency with Phase I, and because Urban Systems Associates, Inc. has expertise related to the In-Sync Real-time Adaptive Traffic Control System by Rhythm Engineering, its equipment and software, as well as in-depth knowledge of the City's existing equipment, communications for the traffic control system, and the structure and operation of Phase I, staff recommends that the Mayor and Council Members approve the PSA with Urban Systems Associates, Inc. as a sole source in the amount of \$577,600, plus a 10% contingency in the amount of \$57,760, for a total PSA amount of \$635,360.

Installation of the traffic control system requires coordination with Caltrans, as there are two signals under Caltrans operations within this section of the Main Street corridor. The signals at the I-15 northbound off-ramp and the I-15 southbound off-ramp are controlled and operated by Caltrans District 8. An MOU between the City and Caltrans Division 8 is required to authorize the installation of the equipment and identify the rolls of each agency as it relates to the system installation, operations, maintenance, and repair. Staff recommends that the Mayor and Council Members approve the MOU between the City and Caltrans District 8.

The traffic signal on the southwest corner of Main Street and Mariposa Road is in need of relocation and replacement as it has been hit on numerous occasions compromising its integrity. Although the Main Street and Mariposa Road Traffic Signal Relocation Project, C.O. 7156 is identified as a separate project from the traffic signal synchronization, the relocation will occur as part of the synchronization project under Urban's PSA. If the relocation were to be performed after installation of the traffic control system, all the adaptive equipment would have to be removed and relocated to the new signal pole, the new wire pulled for the equipment would have to be re-pulled to the new pole location and separate encroachment permits would be required from Caltrans. Much of the same efforts of installation would be duplicated which is not cost effective or timely.

The timing of the project is such that, the Fiscal Year 2019-20 Capital Improvement Budget was prepared prior to receipt of the proposals from the consulting firm and equipment suppliers and was prepared based on available information of the project at that time. During the traffic engineer's review of this section of the corridor, it was determined that existing equipment at two of the intersections will not support the adaptive traffic control equipment resulting in the need to upgrade the equipment. The remaining intersections will require additional cabinetry and the likely installation of new wire. The City's aged equipment has resulted in unanticipated additional costs. Staff is requesting that the Mayor and Council Members appropriate additional funds for completion of the project.

FISCAL IMPACT

Funding for the project is budgeted in the approved Fiscal Year 2019-2020 Capital Improvement Program (CIP) in the amount of \$819,184. Funding for the project will require amending the Fiscal Year 2019-2020 CIP Budget by appropriating \$280,327 in Measure I Renewal Fund 204. A breakdown of expenditures is as follows:

Urban Systems Associates, Inc.	\$635,360
Trafficware Equipment	103,316
Rhythm Adaptive Traffic Control Equipment	320,202
Other Miscellaneous Services & Equipment	<u>40,633</u>
Total Estimated Construction Costs (Including Mariposa Signal Relocation)	\$1,099,511

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

2. Urban Systems Associates, Inc. Cost Proposal
3. Trafficware Quote
4. Rhythm Engineering Quote
5. Resolution No. 2019-039
6. Resolution No. 2019-040



Hesperia, CA- Main Street Corridor Adaptive Program Phase II

Item #	Description	Labor	Materials	Total Cost
AB 2766 Grant Related Items				
1	Contract/ Administration	\$8,000		\$8,000
2	Reporting/ Monitoring	\$1,500		\$1,500
3	Before and After Studies	\$30,000		\$30,000
Subtotal				\$39,500
InSync Related Work				
4	Mobilization	\$7,500		\$10,000
5	Communications	\$25,000	\$5,000	\$30,000
6	Camera Swaps (6 total)- assume conductor wire is acceptable condition and existing mounts are in adequate condition	\$52,000	\$1,500	\$53,500
7	Install and configure InSync Equipment (City locations)	\$20,000	\$2,500	\$22,500
8	Training (One refresher training session assumed)	\$2,500		\$2,500
9	Traffic Control Plan/ Equipment (InSync Work)	\$30,000		\$30,000
10	Controller Swaps (6 locations) with applicable signal timing sheets	\$9,000		\$9,000
Subtotal				\$157,500
Caltrans Related Work (Siemens Sub)				
11	Mobilization	\$6,500		\$10,000
12	Communications (Caltrans Ramp Locations)	\$15,000	\$3,000	\$18,000
13	Install new cameras at two intersections (assume new conductor wire for camera power- wire in Rhythm Quote) - ROM Assumption- Siemens to complete work	\$35,000	\$2,500	\$37,500
14	Install and Configure InSync Equipment (Caltrans locations)- Urban Systems to complete with Siemens support	\$10,000	\$4,000	\$14,000
15	Training (up to two training sessions for Caltrans Staff)	\$4,500		\$4,500
16	Traffic Control Plan/ Equipment (InSync Work at Caltrans ramps)	\$20,000		\$20,000
17	Signal modification plan (Caltrans intersections- 2 locations)	\$15,000		\$15,000
Subtotal				\$119,000
Signal Upgrade Work (Siemens Sub for Pole Relocation)				
18	Mobilization	\$7,500		\$10,000
19	Pole Relocation (Siemens)	\$50,000	\$5,000	\$55,000
20	Cabinet Replacement at Cataba (Siemens)	\$20,000	\$2,500	\$22,500
21	332/Nema Cabinet Swap at Escondido (Riser with new foundation extension poured around riser)	\$15,000	\$3,000	\$18,000
22	BBS Replacement (Cataba, Key Pointe, Escondido and Mariposa)	\$12,000	\$1,500	\$13,500
Subtotal				\$119,000
Overall Project Shared Costs				
23	Documentation (Caltrans and City)	\$5,000		\$5,000
24	Contingency (20% of install costs)			\$0
25	Contingency for Caltrans advanced detection (pod based wireless assumed)	\$45,000		\$45,000

26	Caltrans coordination/ permit app (fees to be paid directly by Hesperia)	\$15,000		\$15,000
27	Housing/ Per Diem	\$10,000		\$10,000
28	Work Bond/ addt'l insurance	\$20,000		\$20,000
Subtotal				\$95,000
Total Project Cost (excluding items below)				\$530,000

Item #	Description	Labor	Materials	Total Cost
Optional Items				
1	G and Main- New Cabinet and BBS (Cabinet to be installed on saw cut foundation with new bolts placed in concrete/structural epoxy and new cabinet placed on old foundation- no new signal wires assumed)	\$13,200		\$13,200
2	Contingency	\$2,000		\$2,000
Subtotal				\$15,200

Notes:

- A. Contingency funds as outlined in Item #13 and 14 will be available for unexpected/unanticipated project costs such as ISP drops/trenching/additional conductor wire etc... at Urban Systems' discretion
- B. Rhythm Engineering Personnel will be available to consult on the Install
- C. Any Tools or equipment purchased for the job (i.e. traffic control) will become the property of Urban Systems.
- D. Any materials purchased for the job will become the property of the City of Hesperia
- E. All contracting work (i.e. cabinet swap and new camera install) will be completed at State of California prevailing wage rates for San Bernardino County
- F. A subcontractor may be hired for Caltrans advanced detection installation at the discretion of Urban Systems with concurrence of the City of Hesperia and Caltrans
- G. Work completed by Urban Systems Associates, Inc. is to be considered design and signal maintenance work such as controller replacement and installation of additional sensors or antenna.
- H. A detailed proposal for optional additional services will be provided upon request. It is
- I. Commercial grade materials will be utilized if at all possible.
- J. All materials ordered by Urban Systems Associates, Inc. and subcontractors will be reimbursed at cost without markup.
- K. Shipping Costs for materials ordered by Urban Systems Associates, Inc. and subcontractors will be reimbursed at cost without markup.
- L. No signal modification plans are assumed except at Caltrans intersections
- M. Side Cabinets to be repurposed from existing BBS cabinets at City locations- where new NEMA cabinets are installed, Rhythm equipment will be installed inside
- N. The City of Hesperia will provide pole and mast arm for pole relocation at Mariposa Road. All other materials to be supplied by signal subcontractor
- O. The City of Hesperia will provide Signal Cabinets for Escondido and Catapa at Main along with BBS systems and cabinets at other locations in scope of work above. City of Hesperia will also procure and provide Rhythm Engineering/Insync system and components per quote above.
- P. City of Hesperia to procure and provide new controllers from Trafficware.
- Q. Urban Systems bond to cover services provided by Urban Systems only. Rhythm



Client:	
Name:	Jeff Lynn
Company:	City of Hesperia
Phone:	(760)-947-1405
Email:	jlynn@cityofhesperia.us

Trafficware Group, Inc.	
522 Gillingham Lane Sugar Land, TX 77478 (281) 240-7233 Phone (281) 240-7238 Fax customer@trafficware.com www.trafficware.com	

Reference:	
Quote #:	1906-IH002
RE:	Cabinets and BBS
Date:	June 3, 2019

Trafficware Contact:	
Estimator:	Isaac Huerta
Phone:	281-240-7233 ext 310
Email:	isaachuerta@trafficware.com

QUOTATION FOR GOODS AND SERVICES

Thank you for your quotation request. We are pleased to offer this quotation for good and services as outlined under the terms and conditions noted below.

QUANTITY	DESCRIPTION	PART NUMBER	\$ / UNIT	TOTAL \$
6	980 ATC Controller Type 2, USB and Ethernet	980ATC-21024010	\$4,148.00	\$24,888.00
4	*** CITY OF HESPERIA SPEC *** NEMA R-77 Traffic Controller Cabinet, 16 Loadbay, 16 Loop, Intersection LED Display Panel Desert Beige Exterior, White Interior, LED Lighting	70006-VICVILLE-WC35120000	\$16,825.00	\$67,300.00
Includes:	Includes:	Includes:		
1	LCD Conflict Monitor, NM512-E123	50067-2110		
1	TS2 Power Supply	50128-2101		
16	I/O Loadswitches	9000-0023		
1	Caltran Flasher	9000-0001CT		
6	Flash Transfer Relay	4501-0020		
2	EXTERNAL "PIGGY BACK" MOUNTED CABINET, PAINTED DESERT BEIGE	1409-0156-CABKIT-F12	\$1,500.00	\$3,000.00
	*NO TURN ON SUPPORT INCLUDED			
				Sub Total = \$95,188.00
				Tax (7.75%) = \$7,377.07
				Freight = \$750.00
				TOTAL= \$103,315.07

TERMS AND NOTES:

- Terms:**
- QUOTE VALID FOR 90 DAYS.
 - PRICES ARE IN US FUNDS.
 - TERMS NET 30
 - FREIGHT - FOB ORIGIN TO U.S. DOCK / FREIGHT INCLUDED
 - TAXES ARE NOT INCLUDED. ALL ITEMS SUBJECT TO APPLICABLE TAXES. IF TAX EXEMPTION APPLIES PLEASE FURNISH NUMBER OR RESALE CERTIFICATE WITH PURCHASE ORDER.
 - DELIVERY BEGINS 60 - 90 DAYS AFTER RECEIPT OF ORDER, FOR STANDARD ITEMS. FOR NON STANDARD ITEMS PLEASE ADD AN ADDITIONAL 60 DAYS

- Notes:**
- CANCELLED ORDERS ON STANDARD ITEMS ARE SUBJECT TO A 25% RESTOCKING FEE. RESTOCKING FEE FOR CANCELLED ORDERS ON SPECIALTY ITEMS MAY BE HIGHER.
 - ITEM NUMBERS FOR PSI PRODUCTS (A TRAFFICWARE COMPANY) BEGIN WITH "P" TO HELP OUR PSI CUSTOMERS DISTINGUISH PSI PARTS. THESE PARTS CAN BE ORDERED WITH OR WITHOUT USING THE "P" PREFIX.
 - PLEASE SEND ALL PO'S TO CUSTOMERCARE@TRAFFICWARE.COM

We appreciate the opportunity to provide this quotation!
Kindest regards,

Isaac Huerta

Compliance:

Customer represents and warrants that, in connection with the marketing, sales and distribution of Trafficware Products, customer has complied and will comply with all applicable laws, including but not limited to: (1) anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act) that prohibit directly or indirectly giving, offering, promising, requesting or accepting anything of value for the corrupt purpose of gaining a commercial benefit or advantage; and (2) U.S. export control and sanctions laws that regulate the disposition of U.S. -origin goods, software and technology.

Quotation

Agency & Project

Hesperia, CA

CA, Hesperia -- Main St. Adaptive Corridor
(Phase 2)

Quote Addressed To

Justin Schlaefli

8451 Miralani Dr, #A
San Diego, California 92126
USA

Quote Information

Prepared By Jesse Manning

Created Date 6/3/2019

Company Address 11228 Thompson Ave
Lenexa, KS, Kansas 66219
USA

Expiration Date 6/30/2019

Opportunity Number 012765

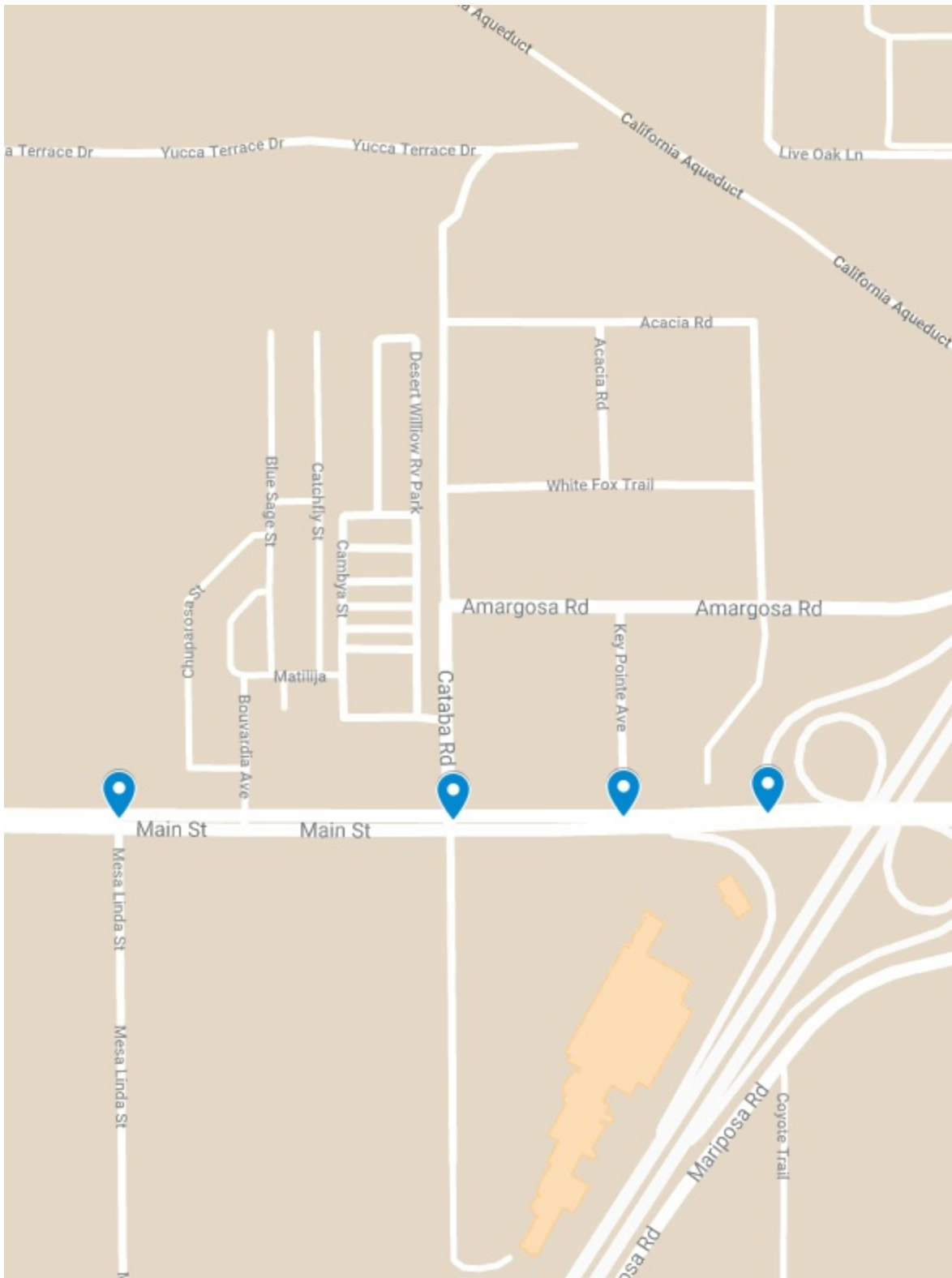
Phone (785) 317-2740

Email jesse.manning@rhythmtraffic.com

Addresses

Shipping Address Urban Systems Associates
Attn: Jordan
8451 Miralani Dr, #A,
San Diego, CA 92126
(858) 560-4911

Project Location



Responsibilities

Rhythm Engineering will be responsible for the following tasks:

1. Provide materials per the approved Quotation and subsequent Purchase Order. Material consists of In|Sync processors, detectors (e.g., video cameras) and enclosures, equipment panel and power supply, RG cable, Ethernet patch cables, detector-cards (if needed), Pedestrian modules, and monitors/keyboards, and other materials as specified.

2. Provide specifications for materials to be supplied by Client – wires, connectors, and specialized installation tools as well as camera mounting hardware if needed.
3. Once VPN access is provided to the entire In|Sync system, provide on-site classroom and hands-on training to Client, or their designee, in installation procedures for the In|Sync equipment listed above. Provide on-site classroom and hands-on training to Client, or their designee, in installation procedures for the In|Sync equipment listed above. This includes at a minimum: desired camera views, drawing detection zones and segments, connection of Ethernet cables, mounting of In|Sync processor(s) and site equipment panel in the traffic cabinet, connection of cables, connection of the pedestrian intercept feature, placing and cabling of detector-cards in the detector card rack (if applicable), monitor mounting and connections, and local processor accessibility. Provide remote support to installer during the installation process. Provide training for Client traffic engineering staff in the system parameters configuration, maintenance and operation of In|Sync.
4. Consult with Client traffic engineering staff to define the operating parameters for initial system operation, including but not limited to: allowed movements, desired progression routes, travel times, phasing, amber times, all-red times, pedestrian walk and flashing don't walk times, traffic counts, traffic patterns, and any unique requirements that the Client may want to allow for during certain time of day scenarios, etc.
5. Provide camera placement guidance and documentation.
6. Perform the on-site integration of the In|Sync adaptive system, including verification of camera views, working with the installer to make any adjustments needed and loading of the predefined software image into the processor. The Rhythm Engineering team will work both on-site and remotely to bring online each In|Sync system. The adaptive system will work "out of the box", but Rhythm Engineering will take time to monitor and modify the adaptive parameters remotely over a period of approximately one to two weeks after the activation of the arterial in order to maximize the performance of In|Sync.
7. Project Manage the entire scope of Rhythm Engineering's responsibilities as listed above and provide updates to the Client as necessary throughout the duration of the project.

Installer will be responsible for the following tasks:

1. Order and provide shielded/outdoor-rated Category 5 Ethernet cable and outdoor rated 3-strand 14 AWG power wire (IMSA 20-1 Traffic Control Cable 14-3 stranded copper) and wires, connectors, and specialized installation tools as well as camera mounting hardware (if applicable) per Rhythm Engineering specifications. Cut-sheets to be provided by Rhythm Engineering at the appropriate time upon request.
2. Perform installation work consisting of: pulling & terminating the required power and Ethernet Cat 5E cables (Comscope 2003 shielded/outdoor rated) from the controller cabinet to the Rhythm Engineering pre-approved mounting location, installation of camera mounting hardware to mast arms/luminaires, mounting of the video cameras, connecting wires to cameras per Rhythm Engineering specifications and training, camera aiming, zooming and focusing.
3. Perform traffic cabinet installation work consisting of: installing the site equipment panel, mounting and connecting the In|Sync processor to the Ethernet switch and installing In|Sync's detector input connection type. Wiring of the RG return cable and connection of the In|Sync® system to the Ethernet network provided via the communications system provided by the Client or communications installer.
4. Ensure that remote VPN access is established to the entire In|Sync system deployment to allow Rhythm Engineering to provide remote assistance in aligning proper views of each camera. Once VPN access is confirmed, Rhythm Engineering can schedule a Rhythm Engineering technician to assist on site for final placement of In|Sync into detector mode.
5. Installer shall not connect Rhythm equipment to power prior to receiving authorization from Rhythm Engineering.
6. During installation, installer shall not place the In|Sync system into detector or adaptive mode without written authorization from Rhythm Engineering.
7. Return to site as needed during system integration to adjust cameras or troubleshoot any cabling or other issues arising from faulty installation.

Client will be responsible for the following tasks:

1. Provide an Ethernet network with TCP/IP connectivity between signals.
2. Provide traffic engineering information per intersection including, but not limited to: traffic counts, traffic pattern by time of day, phasing, allowed and prohibited movements, current timing plans, amber times, all-red times, pedestrian walk and flashing don't walk times.
3. Reserve and provide Rhythm Engineering with Internet Protocol (IP) Addresses for each intersection's equipment. Rhythm Engineering requires that ten (10) Local Area Network (LAN) IP addresses be reserved per intersection. Client is responsible for providing the listing of addresses for each intersection to Rhythm Engineering.
4. Establish Simple Mail Transfer Protocol (SMTP) and Network Time Protocol (NTP) server connection, as well as access to the intersections via a Virtual Private Network (VPN) connection or other remote connectivity for support and monitoring purposes during the warranty/support period.

5. A detailed before-and-after study measuring delay, stops, travel time, fuel consumption and emissions over multiple time periods throughout the weekday could be conducted (AM Peak, AM Off-peak, Noon Peak, Afternoon Off-Peak, PM Peak, Evening Off-Peak). This task is not funded as part of this SOW/Quote, but may be let out to a consultant or other entity as part of the total job scope of work.

Project Deployment

Cabinet hardware & detection camera installation may be completed by agency staff and/or a hired contractor. Rhythm Engineering provides installation training with a Rhythm technician onsite to lead this training and ensure staff gain sufficient understanding & capability. If Client determines that a hired contractor is desired, a detailed installation quote should be developed by that contractor. Development of the detailed installation quote would require additional information about the corridor including a cabinet inspection and site survey.

Rhythm Engineering will completely deploy this project within the mutually agreed upon schedule. Client is responsible for ensuring all signals are operational and ready for equipment installation, including Ethernet connectivity and wiring completion. Any delays in implementation outside of Rhythm Engineering's control are excluded from this timeframe.

Terms & Conditions

Payment Terms:

- Quote does not include additional fees in the event Rhythm serves as a primary contractor.
- Any required bonding or licensing fees are not included in quote.
- All taxes are the responsibility of client. FOB Point: Lenexa, KS
- Payment is due within 30 days of the invoice date. Client understands that Rhythm depends on Client prompt payment in the conduct of Rhythm's business. In particular, Client's failure to pay timely the amounts owed to Rhythm jeopardizes Rhythm's ability to pay its employees, suppliers, and other creditors and may result in an impairment of Rhythm's credit standing and status with sureties and lenders. Because the damages Rhythm may sustain as a result of Client's late payment are difficult, if not impossible, to calculate, Client agrees that if Rhythm has not received payment within 30 days of invoicing, Client shall pay to Rhythm as liquidated damages an amount equal to 5% of the unpaid amounts. Client and Rhythm agree that the amount of liquidated damages is a reasonable estimate of Rhythm's damages, which are otherwise difficult to calculate. If payment exceeds 60 days past the invoice date (30 days past due), additional finance charges shall be applied at an interest rate of 18% APR. Finance charges are computed against the unpaid invoice balance, plus any liquidated damages and/or fees.

General Terms and Conditions:

- Client agrees that all Purchase Orders submitted to Rhythm in response to this Scope of Work and Quote do hereby incorporate any and all terms and conditions stated in this Scope of Work and Quote unless such terms or conditions are clearly and expressly rejected in writing within the submitted Purchase Order. In the event of such rejection, Rhythm shall not be deemed to have accepted Client's counteroffer unless Rhythm provides express written acceptance of the terms of Client's counteroffer. Purchase Orders submitted in response to this document that contain no payment terms are deemed to be a complete acceptance of the payment terms set forth in this document pursuant to these general terms and conditions.
- Client agrees that the laws of the State of Kansas apply to this Contract and all actions arising out of it. Client further agrees that this Contract is made in Kansas and Client subjects itself to the exclusive jurisdiction of federal or state court presiding over cases originating in Johnson County, Kansas and further agrees that venue is properly placed in a federal or state court presiding over cases originating in Johnson County, Kansas.
- Invoices are generated upon shipment of material.
- Client agrees that in the event either Rhythm or Client must initiate litigation or other enforcement proceeding the prevailing party in such litigation or other proceeding shall be entitled to recover its attorneys' fees and associated costs from the other party.

Product	Product Description	Quantity	Sales Price	Total Price
Cable, Belden Shielded CAT5e 1000 ft	7937A Belden Shielded CAT5e, 1000 ft. Roll 24 AWG Twisted Pair, Solid, Bare Copper, Polyolefin Insulation, LLPE Jacket	8.00	\$640.00	\$5,120.00
Cable, ABC Y, mode 0,7 (Standard)		6.00	\$1,500.00	\$9,000.00
Cable, C1, Mode 0, Standard		3.00	\$1,500.00	\$4,500.00
Cable, Power 14-3 with shield	1000-ft roll of camera power cable	8.00	\$450.00	\$3,600.00
DIN Relay IV	Digital-Loggers Ethernet DIN Relay IV	8.00	\$279.00	\$2,232.00
Equipment Panel		8.00	\$900.00	\$7,200.00
Fusion Module	Integrates Detection Devices	2.00	\$5,000.00	\$10,000.00
In Sync	InSync System	8.00	\$25,000.00	\$200,000.00
Keyboard & Monitor Kit	Perixx 505 plus Keyboard Lilliput 10.1 Monitor	8.00	\$700.00	\$5,600.00
Mast Arm Camera Mount Kit	Pelco AS-3009-120-SS-PNC Pelco SH-0514-PNC Pelco AB-2003-74	30.00	\$325.00	\$9,750.00
On Site Deployment Services	On-Site Services Provided by Rhythm	1.00	\$5,000.00	\$5,000.00
Pedestrian Integration	Integrates Pedestrian Operations. Includes hardware (Intercept Module) if necessary.	8.00	\$5,000.00	\$40,000.00
Processor, Shelf Mount	Processor, Shelf Mount	1.00	\$4,500.00	\$4,500.00
Shipping & Handling	FOB Lenexa	8.00	\$150.00	\$1,200.00
Spare In Sync System	1 In Sync Processor 1 Equipment Panel 2 Cameras with Enclosure Cables	1.00	\$12,500.00	\$12,500.00

Subtotal \$320,202.00
Total Price \$320,202.00
Grand Total \$320,202.00

Phase 2 of Hesperia's adaptive deployment on Main Street has shifted from previously-planned intersections to a section of the corridor close to I-15. This phase will not tie into the previous deployment but will stand on its own.

Exclusions

Mounting hardware is required for each detection camera. Cat5E and Camera Power Cable are required for ASCT system function. Ethernet cable runs from processor to detection cameras that exceed 100 m (328 ft) may require Ethernet repeaters. These required items may be purchased through Rhythm Engineering or procured through other sources.

Additional Items (may be purchased from Rhythm Engineering or elsewhere)

Description	Unit Cost
1000-ft roll of Ethernet Cat 5E Cable (conservative estimate: 1200 ft per intersection)	\$640.00
1000-ft roll of IMSA 20-1 Traffic Control Cable 14-3 stranded copper (conservative estimate: 1200 ft per intersection)	\$450.00

Ethernet repeaters and injector (required for cable runs exceeding 320 ft)	\$960.00
EZRJ45 Cat 5E shielded connectors (package of 50) [conservative estimate: 1 package needed per 5 intersections]	\$80.00

RESOLUTION NO. 2019-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2019-2020 CAPITAL IMPROVEMENT PROGRAM BUDGET APPROPRIATING \$280,327 TO FUND 204 FOR THE MAIN STREET TRAFFIC SIGNAL SYNCHRONIZATION PROJECT – PHASE II, C.O. NO. 7133.

WHEREAS, on June 18, 2019, the City Council of the City of Hesperia adopted the Fiscal Year 2019-2020 Capital Improvement Program (CIP) Budget; and

WHEREAS, the CIP Budget was adopted before the cost proposals were received for services and equipment needed for the project; and

WHEREAS, unanticipated upgrades to dated existing equipment are need to complete the project; and

WHEREAS, partial funding for the project is budgeted in the Fiscal Year 2019-2020 CIP Budget; and

WHEREAS, an appropriation in the amount of \$280,327 is needed to complete the project.

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

- Section 1. The City hereby amends the Fiscal Year 2019-2020 Capital Improvement Budget and appropriates \$280,327 to Account No. 204-29-700-7133-7500 for the Main Street Traffic Signal Synchronization Project – Phase II, C.O. No. 7133.
- Section 2. That the above is true and correct and adopted as findings.
- 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 16th day of July 2019.

Larry Bird, Mayor

ATTEST:

Melinda Sayre, City Clerk

RESOLUTION NO. 2019-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA, STATE OF CALIFORNIA, 1) APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE STATE OF CALIFORNIA (CALTRANS DISTRICT 8) FOR THE INSTALLATION OF ADAPTIVE TRAFFIC CONTROL EQUIPMENT AT THE INTERSECTIONS OF MAIN STREET AND THE I-15 NORTHBOUND OFF-RAMP AND I-15 SOUTHBOUND OFF-RAMP; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU.

WHEREAS, the City desires to install an adaptive traffic control system from Escondido Avenue to Mesa Linda Street; and

WHEREAS, the traffic signals at Main Street and the I-15 northbound off-ramp and southbound off-ramp requires coordination and an agreement with Caltrans District 8; and

WHEREAS, the Memorandum of Understanding (MOU) between Caltrans District 8 and the City establishes roles and responsibilities and ownership of equipment for each party; and

WHEREAS, the subject MOU is attached hereto in Exhibit A.

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

- Section 1. That the Memorandum of Understanding (MOU) between the City and the State of California, Caltrans District 8 is hereby approved.
- Section 2. That the City Manager shall be authorized to execute the MOU.
- 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 16th day of July 2019.

Larry Bird, Mayor

ATTEST:

Melinda Sayre
City Clerk

MEMORANDUM OF UNDERSTANDING between State of California and City Hesperia for Installation, Operation, and Maintenance of Adaptive Traffic Management System

I. INTRODUCTION:

This is a "Memorandum of Understanding" between the State of California, Department of Transportation (CALTRANS) and the City of Hesperia (CITY) covering installation, operation and maintenance responsibilities for the adaptive traffic system covering the northbound and southbound ramp at the intersection of Main Street with Interstate-15 in Hesperia. This document shall constitute solely a guide to the intentions and policies of the parties involved. It is not intended to authorize funding or project effort nor is it a legally binding contract.

II. PURPOSE AND BACKGROUND:

CITY desires to synchronize CITY traffic signals with adjacent CALTRANS traffic signals on Main Street. CITY received a Mobile Source Emission Reduction grant from the Mojave Desert Air Quality Management District. The CITY developed Capital Improvement Project No. 7133 Main Street Traffic Signal Synchronization – Phase II project to satisfy the requirements of the grant funding.

III. CITY OWNED EQUIPMENT INSTALLED IN STATE RIGHT OF WAY:

- I. In Sync Optimizer Unit: (In controller cabinet)
2. Ethernet-over-copper Extender (In controller cabinet)
3. Equipment panel with power supply, network switch, lightning suppressors, DIN relay (In controller cabinet)
4. Equipment cabling and pullboxes needed exclusively for CITY cabling
5. Type 15 poles, footings
6. Axis Video Cameras: (On pole(s) positioned for view of intersection approaches, as close as possible to controller cabinet.)
 - a. Cat5e Cable connecting cameras to processor
 - b. Keyboard (In controller cabinet)
 - c. LCD monitor (In controller cabinet)

7. CITY shall retain in perpetuity ownership over adaptive traffic management system which include the following components:

- Video cameras, mounting equipment, and video cable.
- Keyboard and LCD monitor.
- Equipment panel with power supply, network switch, lightning suppressors, DIN relay.
- Adaptive controller module.
- Communications equipment including Ethernet extender.

State owns right of way and all equipment, including all other items not enumerated above.

IV. TERMS OF MAINTENANCE:

1. CALTRANS will continue to maintain State-owned standard equipment located in the State's right of way which include but not limited to the following items: controller, controller cabinet assembly, signal and lighting poles, signal and lighting conductors and conduit, and pull boxes.
2. CALTRANS will disconnect or disable adaptive equipment and return the signal operation to pre-project connections and settings in the event of CITY's equipment malfunctions.
3. CALTRANS will make a reasonable effort to notify CITY within 48 hours regarding any changes to CITY system. City understands that workload and staffing factors may affect the actual amount of time prior to notification.
4. CITY will maintain adaptive and video system, and all associated cables and equipment.
5. CITY will only access with the State's controller cabinet with a CALTRANS' representative from either the Electrical Maintenance or Signal Operations group present. Contact information will be provided. CITY shall provide at least 48 hours' notice in advance of need to access cabinet.
6. CITY shall provide all replacement equipment, components, cables or parts for the adaptive or video system necessary for the proper operation of the adaptive system.
7. CITY shall maintain equipment on a regular and timely basis at in accordance with manufacturer's recommendations.
8. CITY shall clearly mark, label, and identify all equipment and cables associated with the adaptive and camera systems belonging to CITY.

9. CITY shall provide and maintain a laminated printed list in cabinet of steps for CALTRANS Maintenance personnel to take in event of incident or problems with CITY equipment, including how to disconnect/disable CITY equipment and CITY emergency maintenance contact information.

V. OPERATIONAL OVERVIEW

1. The system collects queue length data from the video detection and uses an optimization algorithm to prioritize vehicular and pedestrian service, while insuring minimum green bandwidth for the designated main street movements. The optimizer module then outputs a prioritized pair of phase calls to the controller. Other calls are withheld, and the controller services the only two calls it detects. All existing timing parameters remain unchanged except that the system cannot accept red and yellow call locks.
2. An Ethernet-over-copper extender mounted inside the cabinet connected to existing interconnect cable will provide communications to authorized users.
3. Because CITY's adaptive system operates using detection only, it can be easily disabled or disconnected and returned to free operation.

VI. TERMS OF INTERSECTION OPERATION:

1. MAINTAIN adaptive parameters and constraints as approved by CALTRANS District 8 traffic operations staff. CITY shall maintain adaptive system such that ramp queues and overpass queues are minimized. Priority settings shall be subject to review and approval by CALTRANS. Changes to settings, once approved by CALTRANS, shall not be made without CALTRANS' consent. In the event that the adaptive and/or camera systems exacerbate congestion and queuing conditions, CALTRANS will disconnect or disable the system and return the signal operation to pre-project connections and settings.
2. The adaptive system will be operational during a mutually agreed time of day schedule that best serves the interest of the public. Any modifications to the schedule will require CALTRANS' approval prior to implementation.
3. CITY equipment shall be installed and operated under observation of CALTRANS on a trial basis for a period of one year, referred to hereafter as TRIAL PERIOD.
4. Source of electricity for adaptive equipment shall be Caltrans controller power supply.
5. TRIAL PERIOD shall include field monitoring one month after the installation of the system during the peak and off peak periods when school is in or out of session. A subsequent review shall be performed for the session not covered during the initial review. A final review will occur one month prior to the conclusion of the TRIAL PERIOD. If system

performs to the satisfaction of both parties during TRIAL PERIOD, the terms of this Memorandum of Understanding shall be extended for a period of one year from the date of execution of this document. Unless formally terminated or revised by either party, this MEMORANDUM OF UNDERSTANDING shall be considered to be automatically renewed by a period of ONE YEAR at the end of each year following the date of execution.

6. CITY shall furnish supplemental system hardware and/or software upgrades, including custom programming as needed in order to substantially duplicate dilemma zone protection parameters as currently configured in the existing induction loop detector system.
7. Adaptive system shall be flexible to allow for phase sequence modifications, phase additions and phase deletions.

The following responsibilities have been identified and agreed upon by both parties:

VII. MUTUALLY AGREED:

1. CITY equipment and devices shall be reviewed and approved by CALTRANS prior to installation.
2. CITY will maintain a remote web-based access via virtual private network for CALTRANS District 8 traffic operations staff to remotely and locally turn off system in the event of malfunctions. This functionality will be provided without requiring any installation of any special software, and may be accessed through any web browser. There is no central server for this system. Each intersection has its own IP address with username and password protection. Any security features required by CALTRANS configurable under TCP/IP protocol shall be incorporated by CITY.
3. All network/computer security precautions/procedures shall be approved by CALTRANS. CITY shall not have access to modify CALTRANS signal timing AND CALTRANS shall not have access to modify CITY's signal timing.
4. CALTRANS shall not alter, adjust, modify, remove or replace CITY equipment without authorization from CITY.
5. CITY will maintain an inventory of at least ONE replacement unit for each adaptive system component for the four intersections to expedite repairs.
6. CITY shall not alter, adjust, modify, remove, replace, disconnect, activate or deactivate CALTRANS equipment without authorization from CALTRANS. CITY is not authorized to access the State's controller cabinet without a CALTRANS representative present.

7. CITY shall provide initial training for adaptive system with repeat training on an annual basis (if needed).
8. CITY shall provide up to 10 reference and training documentation manuals for CALTRANS maintenance and operations staff.
9. CALTRANS shall maintain the following controller timing setting restrictions (if available in Caltrans firmware) that are required for proper operation of the CITY adaptive system:
 - 1) All coordination plans shall be disabled.
 - 2) Controllers shall be set to operate in "free/uncoordinated" mode.
 - 3) Max Recall Inhibit (**MRI**) shall be enabled or turned on.
 - 4) Detector Diagnostic Failure Mode shall be set as follows:
 - a. Set On failure to 250 minutes
 - b. Set Off failure to 5 minutes
 - 5) All min green times should be set to 5 seconds. CITY will make provisions to accommodate longer min green times if requested by **CALTRANS**.
 - 6) All gap/passage times should be set to 1 second. CITY will make provisions to match operation of current detector settings if requested by **CALTRANS**.
 - 7) Yellow and red detector locking shall be disabled.
 - 8) All detector delays shall be removed. CITY will either maintain current delay settings, or modify as requested by **CALTRANS**. Delays can be applied through the adaptive system.
 - 9) All max and min recalls shall be disabled.
 - 10) All extensions shall be removed.
 - 11) Maximum green times should remain unchanged.
10. CALTRANS shall respond to all incidents. CALTRANS may, without prior notice, deactivate or disconnect CITY equipment remotely or locally at any time if problems appear that are suspected to be caused or exacerbated by CITY equipment. CALTRANS will make a reasonable effort to notify CITY within 48 hours regarding any changes to CITY system. City understands that workload and staffing factors may affect the actual amount of time prior to notification.
11. **CABINET DAMAGE:** CALTRANS shall provide emergency response and replace/restore all CALTRANS equipment to proper operation. CALTRANS will deactivate and disconnect and remove any damaged CITY equipment, if necessary. CALTRANS will make a reasonable effort to notify CITY within 48 hours regarding any damage to CITY system or failure of City system components. City understands that workload and staffing factors may

affect the actual amount of time prior to notification. CITY maintenance crews will provide service after CALTRANS maintenance/restoration operations and restore CITY equipment to proper working order.

12. EMERGENCY RESPONSES RESULTING FROM MALFUNCTIONING CITY

EQUIPMENT: An estimate of the percentage of responses attributable exclusively from CITY equipment will be derived from CALTRANS maintenance experience during the TRIAL PERIOD. CALTRANS shall document all expenses exclusively associated with maintaining signal system equipped with CITY equipment. From this, an estimate of the incremental maintenance cost increase associated with CITY equipment will be developed. CITY will make arrangements for payment with required CALTRANS departments. CITY will prepare and arrange for execution of agreement and fund transfer. Based on the maintenance cost information, CALTRANS and CITY may agree to any of the following options:

- a. CALTRANS and CITY agree on a lump sum fee for each emergency maintenance request that results exclusively from malfunction of CITY equipment.
- b. CALTRANS and CITY agree on a cost-based or hourly fee for each emergency maintenance request that results exclusively from malfunction of CITY equipment. CITY will make arrangements for payment with required CALTRANS departments.
- c. CALTRANS and CITY agree that CITY will respond to any emergency calls suspected of being associated with CITY equipment. CITY shall furnish CALTRANS with emergency response contact information.

13. CITY shall remove and relocate equipment upon request by CALTRANS request if necessary to accommodate construction or equipment replacement /upgrade.

14. If CALTRANS upgrades controllers or central system, CALTRANS will permit CITY opportunity to demonstrate compatibility between CITY adaptive system and new CALTRANS system. If compatibility can be demonstrated to CALTRANS' satisfaction, this Memorandum of Understanding may be considered to include any new CALTRANS equipment or replacement system deemed compatible.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

State of California Department of Transportation

City of Hesperia

("CALTRANS")

("CITY")

, Branch Chief Date
Traffic Signal System Support
District 8

Nils Bentsen, City Manager, Date

APPROVED AS TO FORM:

Eric Dunn Date
City Attorney

Attested By:

Melinda Sayre Date
City Clerk

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DATE: July 16, 2019
TO: Mayor and City Council members
FROM: Nils Bentsen, City Manager
BY: Mike Blay, Assistant City Manager
Tina Bulgarelli, Administrative Analyst
SUBJECT: Amendments to Title 5 of Hesperia Municipal Code

RECOMMENDED ACTION

It is recommended that the City Council introduce and place on first reading Ordinance No. 2019-10 amending Title 5 of the Hesperia Municipal Code modifying the regulations for business licensing.

BACKGROUND

The City of Hesperia began issuing business licenses in 1993. To begin the program, staff adopted an ordinance regulating licensing that was borrowed from the County of San Bernardino. Since that time many new business types have opened in the City. Additionally, many businesses are regulated by other agencies, such as state, federal or county. Over the years, updates to specific sections have been made to continue to comply with state law, however, a major review has not occurred since adoption.

Staff is tasked with issuing business licenses and reviewing those licenses that require additional outside agency approval or certification prior to issuance.

The Title regulating licensing, Title 5, requires changes to update it to include the most recent state laws. Also, the system of license issuance is antiquated and does not represent the way the City issues a business license today. For instance, when the licensing program was initiated, the business license anniversary was based upon the name of the business, beginning alphabetically in January and the alphabetical system set the renewal date for the license. Today a business license is good for one year from issuance, regardless of the name of the business.

ISSUES/ANALYSIS

Staff has prepared revisions to Title 5 for the Council's review. The Title presented is a completely (in most chapters) re-written version. Staff worked with the City Attorney's during the nearly three year revision process to ensure that any new or updated sections represent current state law and the way the City does business today.

Below is a short summary of the changes to each chapter:

5.04 – Business Licenses Generally

This section received the most extensive changes. It contains the business practices related to issuing and maintaining a business license. The previous version was adopted from the County Code when the business license program was created and has not received an update since that time. The changes reflect the way the City conducts business today.

This chapter contains updates to the revocation, denial, and appeals procedures to comply with due process. Also included is a comprehensive list of the reasons a license may be revoked or denied. The changes made also reflect the process the City uses for DOJ compliance.

The entire Title was reorganized to move all revocation, denial, and appeal procedures to this chapter.

5.08- Bingo

Several minor changes were made to make the laws concerning Bingo games more clear and to define the regulations related to charitable organizations holding Bingo games using updated definitions of charitable organizations.

5.16 – Junk Dealers, Pawnbrokers, Secondhand Dealers and Salvage Collectors

This section was revised to follow state law regarding the requirement to report through the CA Pawn and Secondhand Dealer System (CAPPS).

5.20 – Massage Facilities

The massage facility regulations were updated to reflect current state law regarding the licensing of facilities and massage technicians. The regulations for non-CAMTC certified massage technicians were removed as the City no longer allows non-CAMTC certified massage technicians to practice in the City. The list of revocable offenses was also updated and the applicable penal code section added for reference.

5.22 – Body Art Facilities

This section was revised to comply with state law.

5.24 – Peddling, Soliciting, and Hawking

The main revision to this chapter was the movement of the Mobile Food Truck regulations to a newly created chapter, Chapter 5.26, which also contains the regulations for ice cream trucks and sidewalk vending.

5.26 - Mobile Food Vending, Ice Cream Trucks, Sidewalk Vending

This new chapter contains the regulations for mobile food trucks, ice cream vendors and sidewalk vending. The regulations are safety related. The sidewalk vending regulations comply with current state law and were presented to the City Council in January 2019.

5.28 – Pool and Billiard Halls

The regulations were shortened to create a more succinct section related to preventing illegal pool and gambling halls.

5.32 – Private Patrol Services and Private Patrolpersons

No changes.

5.36 – Taxicabs

This section was revised to follow newly adopted state law related to how cities must regulate taxicabs.

5.40 – Adult Theaters

This section was deleted as it is no longer applicable. This referred to “peep show” houses that are not relevant today. It is recommended that Adult Theaters are prohibited in the City.

5.44 – Home Occupations

Minor changes were made, including a limit on the percentage of the garage that can be used as the home office to prevent garage conversions to business space.

5.48 – Adult Businesses

Updates to the definitions were made to Title 16 to comply with current state law. Additional language regarding the appeal process and denial of a license were added. Adult theaters, adult motels, and adult motion picture houses are recommended to be prohibited within the City.

5.50 – Dispensing and Delivery of Medical Cannabis

Two minor changes are recommended. First, update the allowable hours of operation to match state law of 7:00 am to 10:00 pm, and second, update the vehicle insurance requirements at the direction of PERMA to allow for scheduled, hired, and non-owned autos, instead of any auto.

5.52 – Blinder Racks

No changes.

5.56 – Garage Sales

Updated prohibited conduct to include a general description of acceptable items for sale, and exclude new or bulk new items for sale.

5.60 – Non-Profit Car Washes

Minor changes made that do not affect policy and make the regulations easier to understand.

5.64 – Telecommunications Regulations

Deleted as the City no longer has any franchise telecommunications agreements and will not have any in the future.

5.68 – Service Animals

No changes.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Ordinance No. 2019-10
2. Exhibit “A” (Title 5, Business Licensing)
3. Exhibit “B” Updates to Chapter 16.08 – Definitions
4. Exhibit “C” Updates to Chapter 1.04 - Definitions

ORDINANCE NO. 2019-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HESPERIA, CALIFORNIA, AMENDING TITLE 5 OF THE HESPERIA MUNICIPAL CODE, RELATED TO BUSINESS LICENSE REGULATIONS

WHEREAS, the City of Hesperia has the authority and responsibility to regulate businesses to protect the public health, safety, and welfare; and

WHEREAS, Title 5 of the Hesperia Municipal Code contains regulations related to business license issuance, revocation, denial, appeals, and general business practices; and

WHEREAS, Title 5 also contains regulations pertaining to specific business types and activities and includes regulations mandated by the state for those business types and activities; and

WHEREAS, the City began issuing business licenses in 1993 and since that time the program has grown and updates to the regulations are required to continue to efficiently manage the business license program; and

WHEREAS, the business license regulations have not received a substantial update since adoption in 1993; and

WHEREAS, the updates attached hereto as Exhibit "A" contain all updated state and local regulations for specific business types and updates to the general business practices in order to continue to manage the business license program; and

WHEREAS, as a function of the changes to the license regulations, several definitions related to business regulations in Title 16 and Title 1 are also updated and attached hereto as Exhibit "B" and Exhibit "C"; and

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

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

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

Section 3. Title 5 of the Hesperia Municipal Code is hereby amended as set forth in Exhibit "A", attached hereto.

Section 4. Chapter 16.08 of the Hesperia Municipal Code is hereby amended as set forth in Exhibit "B", attached hereto

Section 5. Chapter 1.04 of the Hesperia Municipal Code is hereby amended as set forth in Exhibit "C", attached hereto

Section 6. Ordinance No. 2017-16 and Ordinance No. 2018-01, containing the regulations related to Cannabis activity shall remain in full force and effect, excepting any changes noted in Exhibit "A" attached hereto.

Section 6. This Ordinance shall take effect on September 6, 2019.

Section 7. The City Council of the City of Hesperia hereby declares that should any provision, section, paragraph, sentence, or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by any reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words shall remain in full force and effect.

Section 8. The City Clerk shall certify to the adoption of the Ordinance and shall cause the same to be posted in three (3) public places within the City of Hesperia pursuant to the provisions of Resolution 93-78.

ADOPTED AND APPROVED this 16th day of July 2019

Larry Bird, Mayor

ATTEST _____
Melinda Sayre, City Clerk

Title 5 - BUSINESS LICENSES AND REGULATIONS

Chapter 5.04 - BUSINESS LICENSES GENERALLY

5.04.010 - Purpose and authority.

The purpose of this chapter is to establish regulations that will protect the general public health, safety and welfare under the authority granted to governments by the Constitution of the State of California.

5.04.020 - License required.

- A. Issuance of License Not Permission to Operate. The issuance of a license does not provide permission to operate unlawful business.
- B. License Issued in Error. Any license issued in error is invalid.
- C. License Fees Required. It is unlawful for any person to commence, transact, or operate any business within the City without first having procured a business license from the City and paying all fees as required by this title. It is unlawful for any person to operate with an expired, suspended, or revoked license at any time, or to violate or fail to comply with any provisions of this title.
- D. Use of License. The person named within the business license is hereby granted a license pursuant to the provisions of this chapter to engage in, carry on, or conduct within the City, the business, trade, calling, profession, exhibition, or occupation described by the issued license during the time period indicated on the license.
- E. Licenses issued pursuant to Chapter 5.20 or 5.48 of this code shall also be subject to all void, denial, or revocation procedures within those specified chapters.
- F. No license shall be issued until such time that all other entitlements, permits, and all other local, state, and federal requirements have been met. The City shall give notice of denial or revocation of a license application by first class mail, return receipt requested, to the applicant at the applicant's address listed in the application.
- G. Verification may be required as requested by City that the licensee is subject to or exempt from licensing by the State of California (except as provided for by this chapter or other regulatory agency). Issuance of a City business license shall not be deemed to waive any other applicable state, local, or federal licensing requirements.

5.04.030 - Exemptions.

A. All persons who apply for a business license pursuant to this title for the sole purpose of conducting, managing, or carrying on a charitable activity from which profit is neither directly nor indirectly derived are exempt from the business license fee. Verification of registration as a nonprofit entity may be required by the City.

B. Any public utility operating in the City that is required to make payments under a franchise agreement with the City is exempt from the business license fees.

5.04.040 – Application.

Every person desiring to obtain a business license shall submit a complete business license application to the City, together with all required fees and supporting documentation.

- A. An application for a license under this title shall require the following information:
 - 1. Business start date.
 - 2. Business name.
 - 3. Business address;
 - 4. Business mailing address.

5. Business telephone number.
6. Federal employer identification number (if business is a partnership or corporation), or owner's name and social security number (for all others).
7. Type of business activity.
8. Ownership Type. Sole proprietorship, partnership, or corporation. If sole proprietorship, owners full name shall be included.
9. A declaration under penalty of perjury that the foregoing is, to the best of applicant's knowledge and belief, true and correct, and that applicant has read the application and understands all the conditions stated therein.
10. Any other supplemental information requested by City.

- B. Information provided in the application will become a matter of public record and will be subject to disclosure, with the exception of Social Security or federal employer identification numbers.

5.04.050 - Contents of License Application.

The City shall issue to any person having met the requirements of this title a license that shall contain the following:

- A. The name of the person to whom the license is issued.
- B. The name and address of the business.
- C. The expiration date of the license.
- D. The type of business for which the license is issued.
- E. The name of the business.

5.04.060 - Investigation fee, license fee, renewal fee, and late fee.

A. The investigation fees, license fees, renewal fees, and late fees for this title shall be as adopted by city council resolution and contained within the adopted City Fee Schedule:

- B. Late Fees.
 1. Any business license not secured within thirty (30) days of notification by the City shall be assessed a late payment penalty as adopted within the City Fee Schedule.
 2. Any business license not secured within forty-five (45) days of notification by the City shall be assessed a second late payment penalty, as adopted within the City Fee Schedule.

5.04.070 –Lapse of License.

- A. Businesses Located Within City Limits. Should a license lapse during any time period after issuance, the licensee shall be responsible, before issuance of a renewal or new license, for payment of all late fees, fines, and any administrative or civil penalties.
- B. Businesses Located Outside City Limits That Conduct Business Intermittently for Any Period of Time. Should the license be issued to a business that is not located within the City and that conducts business within the City intermittently, and that license lapses, the licensee shall be subject to the following:
 1. If less than one year has passed since the license expiration, the licensee shall be subject to all late fees and the renewal license fee in order to renew the license.
 2. If more than one year has passed since the license expiration, and there is no evidence that the licensee has been operating within the City without a valid license, the licensee shall receive a new license and pay the new license fee, the license number shall not change.

3. If there is evidence that the licensee has operated within the City without a valid license at any time, all fees and any fines or penalties shall apply.

C. Conducting of any business whatsoever within the City requires a City business license.

5.04.080 - License fee debt to the City

The amount of any license fee imposed by this title and of any late penalty shall be deemed a debt to the City. Any person commencing or operating any business without having a license to do so shall be liable in an action by the City in any court of competent jurisdiction for the amount of the license fee imposed by this chapter with respect to such business.

5.04.090 - Errors in issuance of licenses and license fees.

- A. Any license issued in error shall be invalid. No license issued in error entitles any person to conduct a prohibited business at the location for which the business license was issued.
- B. Any error in the amount of any license fee may be corrected by the City at any time. Failure to submit any additional due amounts on any license may result in the revocation of the license.
- C. No license fee paid under provisions of this title shall be refundable unless it is determined by the City that the fee was collected in error.
- D. The business license issued pursuant to the provisions of this title constitutes a receipt for the license fee paid and is a requirement, not a permit, to transact or carry on any business activity within the City. Payment of fees or possession of a license shall not exempt the holder from conforming with all other codes and ordinances adopted by the City and any other applicable state or federal laws.

5.04.100 – License Not Transferable

No license issued to a business, owner, or location may be transferred to another business, owner, or location, except that a valid license holder operating within the City may move his/her place of business following the submission of a revised application showing the new address. A license issued for a new location is subject to the same review criteria as the original license, and may include additional zoning or operating requirements, including, but not limited to, a Certificate of Occupancy for the new location. Any license requiring a site investigation shall be subject to a site investigation fee. For businesses located outside of the City, but operating within the City, the operator shall notify the City of any change of mailing address in writing within 15 days of such change.

5.04.110 - License renewal.

All business licenses must be renewed annually, subject to renewal fees. Applicants for a renewal license shall update the information on the renewal license form if any of the information has changed.

5.04.120 - Posting of valid license.

All businesses shall display business licenses in the following manner:

- A. License holders conducting business at a fixed place of business in the City shall post the license in a conspicuous place on the business premises.
- B. License holders without a fixed place of business in the City shall keep the original license in his/her immediate possession while conducting business within the City.
- C. License holders with one or more vehicles operating in the City shall keep a copy of the original license in each vehicle.

5.04.130 - Two or more businesses; branch or franchise establishments.

- A. Any person conducting two or more businesses shall be required to provide licenses for each business. Separate fees shall be charged for each business at the regular fee rate.
- B. Any business conducted with separate branches or franchise locations shall be licensed as if each branch or franchise were a separate business. The fee shall be computed for each branch or franchise establishment as a separate and independent business. Warehouses and distributing plants used in conjunction with and incidental to a business shall not be considered a separate place of business.

5.04.140 –Revocation, Denial or Voiding of license.

- A. All businesses issued a license under the provisions of this title shall at all times be in compliance with all applicable laws of the City of Hesperia, the State of California, and the United States of America. Any business license may be revoked or denied by the City if it is determined that the license holder or applicant for a license:
 - 1. Violated any provision of any state or federal statute relating to the permitted activity; or
 - 2. Does not have all current and valid applicable local, state, and federal permits, or
 - 3. Within the last 36 months violated any provisions of Title 16 of the Hesperia Municipal Code related to illegal land use; or
 - 4. Committed any unlawful, false, fraudulent, deceptive, or dangerous act while conducting business that caused injury, or the licensee benefited from the unlawful act; or
 - 5. Conducts business in a manner that is detrimental to the peace, health, safety, and general welfare of the public; or
 - 6. Does not possess a valid driver's license issued by the state of California in the applicable class, if required for the operation of the business; or
 - 7. Has been convicted of more than two violations of any state laws pertaining to the operation of a motor vehicle in any calendar year, if the licensee operates a motor vehicle as a function of the licensed business;
 - 8. Employs a driver who does not have a valid taxicab driver's license if required.
 - 9. The failure to complete, file, and retain the records required by the Business & Professions Code related to pawnbrokers, and secondhand dealers.
 - 10. Committed or caused to be committed, any violation of, or failure to comply with, the mandatory conditions of the home occupation permit, if applicable;
- B. Licenses issued pursuant to Chapters 5.20. and 5.48 of this code shall be subject to this Section in addition to the revocation procedures within those specified chapters.
- C. No license shall be issued until such time that all other entitlements, permits, and all other local, state, and federal requirements have been met. The City shall give notice of denial or revocation of a license application by first class mail, return receipt requested, to the applicant at the applicant's address listed in the application.
- D. Any person denied a license, or whose license is revoked, may appeal the denial under the provisions specified in 5.04.150, below.
- E. The following businesses require a California Department of Justice clearance prior to the issuance or renewal of a business license. The City shall receive the results of the clearance.
 - 1. Massage facility owners who do not have CAMTC license
 - 2. Ice cream vendors
 - 3. Taxi cab, shuttle, and limo operators
 - 4. Commercial cannabis owners, applicants, and shareholders

5. Solicitors
 6. Peddlers
 7. Adult business operators
- F. In addition to Section A above, any license requiring a U.S. Department of Justice clearance is revoked effective upon notification to the licensee should the clearance reveal any of the following:
1. The applicant has been convicted of, or entered a plea of guilty or no contest to, a felony or any crime involving theft, embezzlement, or moral turpitude during the preceding 36 months, or is currently on probation, parole, or subject to incarceration as a result of such conviction; if the licensee is not an individual, the above information shall apply to any officer, director, manager, or member of the business, or any other person exercising control or management of the business.
 2. The person is required to register pursuant to Section 290 of the California Penal Code; and the license type applied for does not allow for any person required to register to receive a license.
 3. The person has been convicted of a crime involving soliciting for prostitution or narcotics, unless a period of not less than three years has elapsed since the date of conviction or the date of release from confinement for such offense, whichever is later;
 4. The person has a conviction or guilty/no contest plea of driving a motor vehicle recklessly or under the influence of a controlled substance or alcohol within the preceding three years, if a valid driver's license is required;
 5. The person has a conviction or guilty/no contest plea of more than two violations of any state law pertaining to the operation of a motor vehicle in any calendar year, if a valid driver's license is required;
 6. Conviction of any violation of state law pertaining to motor vehicles that led to property damage, great bodily harm, or injury, if a valid driver's license is required;
 7. The person has a conviction or a guilty/no contest plea of a felony charge within the last seven years which the City believes could be detrimental to the health, safety or welfare of the public, based on the type of license being applied for. In the event of a denial of a license the City will provide the applicant with a written explanation of the denial, sent by first class mail.
- G. Any application that is found to contain inaccurate, false, misleading, or fraudulent statements, or that omits material facts regarding the operation of the business, or the application was not accompanied by all required supporting documentation, shall void the license.
- H. Should a license become void, the City shall, within 10 business days, notify the licensee of such action in writing, first class postage pre-paid at the business mailing address listed on the application.
1. Any applicant who receives notification of a voided license may appeal such action following the appeal process in Section 5.04.150.
- I. Any person whose license is revoked may not reapply to operate any business within the City for one year from the date of revocation. Any person whose license is revoked based on failure to pass a background check pursuant to subsection B, above, may not reapply to operate any business within the City for three years from the date of revocation.

5.04.150 – Appeals

Should any license be revoked, denied, or voided by the City, the licensee shall have the right to appeal the decision. The procedure to appeal shall be as follows:

- A. Prior to any revocation, denial or voiding of license, the City shall, by first class mail postage prepaid to the address given on the business license application as the mailing address, give the license holder ten days' notice of the City's intent to revoke such license and shall state the reasons for such revocation.
- B. Should the license holder desire to appear before the city council and appeal the revocation, the license holder shall submit the following, in writing, to the City Clerk within 15 days of the date on the notice of revocation
 - 1. The reason for the appeal, detailing why the license holder believes they are not in violation of law, or were not in violation of law at the time of notice by City of violation.
 - 2. The name of the business.
 - 3. The business license number.
 - 4. The name of the business owner(s).
 - 5. Contact information including mailing address and phone number.
 - 6. The non-refundable appeal fee as adopted by resolution of the city council.
- C. Upon receipt of a timely written appeal, the item shall be prepared for the city council, to be heard at a duly noticed public hearing not more than 60 days from the date of the appeal being filed.
- D. The City shall notify the license holder of the date, time, and location of the hearing, within 10 days of the hearing date.
- E. The filing of an appeal stays the action by the City until the city council makes a final decision.
- F. The license holder shall have the opportunity to present evidence to the city council at the public hearing regarding why the license should not be revoked. The council shall consider all relevant evidence. If the council finds good and sufficient cause for revocation, denial or voiding, the license shall be revoked. No refund of any license shall be made following revocation, denial or voiding. Revocation, denial or voiding of a license shall be effective upon action of the city council as herein described. The council's decision shall be in writing and shall articulate the council's findings and the factual basis thereof.
- G. Within 10 days of the hearing, the City shall, by first class, postage prepaid to the mailing address given on the business license application, notify the license holder of the council's decision. The decision shall make reference to Sections 1094.5 and 1094.6 of the Code of Civil Procedure.

5.04.160 - Penalty for Violation

- A. Any violation of the provisions of this chapter shall constitute a separate offense for each and every day during which such violation is committed or continued, and shall be subject to all remedies and enforcement measures authorized by the Hesperia Municipal Code, Title 1.
- B. To the fullest extent allowed under state law, any person, whether as principal, employee, agent, partner, director, officer, stockholder, or trustee or otherwise, violating or causing the violation of any of the provisions of this chapter shall be guilty of a misdemeanor, and any conviction thereof shall be punishable of not more than one thousand dollars (\$1,000) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.
- C. The violation of any of the provisions of this title is deemed a public nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisance. Violations of this title may be also be punishable in accordance with the provisions of Title 1 of this Code. Remedies are not exclusive of each other.

Chapter 5.06 - RESERVED

Chapter 5.08 - BINGO

5.08.020 - License required.

No person other than an eligible organization may conduct bingo games. Eligible organizations shall not conduct bingo games without first having secured a license to do so from the City.

5.08.030 - License application.

- A. Applicants for a bingo license shall file a signed business license application with the City including all information required by Section 5.04.040. In addition to the information required by Section 5.04.040 the following information shall be provided:
 - 1. The dates, hours, and location where the bingo games will be operated. Each location requires a separate license.
 - 2. The name or names of any person having the management or supervision of the games.
- B. The application shall be accompanied by a copy of the tax-exempt status determination issued by the State Franchise Tax Board to the applicant organization showing the applicant organization is exempt under the provisions of Sections 23701(a), 23701(b), 23701(d), 23701(e), 23701(f), 23701(g), and 23701(l) of the California Revenue and Taxation Code.
- C. The applicant shall submit with the application a declaration under penalty of perjury of a duly authorized officer or representative of the organization, which states that the applicant organization owns or leases, or has an agreement for use, the property on which the bingo games are to be held and that such property is used by the organization for an office or for purposes for which the organization is organized. The declaration shall also indicate that the proceeds of such games will only be used for charitable purposes, except as provided in this chapter.

5.08.040 - Investigation.

After receiving the application, the City shall refer the application to all relevant departments for investigation. The departments shall make reports of their findings, together with a recommendation as to whether or not the applicant should be granted a license.

5.08.050 - Operation of bingo games.

A bingo game shall be conducted only on property owned, leased, or has an agreement for use, by the eligible organization and used by it for an office or for performance of the purposes for which the organization is organized. The property owned or leased by the organization need not be used or leased exclusively by such organization. The bingo game shall be operated and staffed only by members of the licensed organization, who shall not receive a profit, wage, or salary from any bingo game. Only the organization licensed to conduct a bingo game shall operate the game or participate in the promotion, supervision, or any other phase of the game. Bingo games shall not be held on more than 10 days in each calendar month nor for more than 5 hours in any 24-hour period. No bingo shall be permitted between the hours of 2:00 a.m. and 6:00 a.m.

5.08.060 - Financial interest.

No person except the eligible organization licensed to conduct a bingo game shall hold a financial interest in the game.

5.08.070 - Profits.

- A. Nonprofit Organizations Under Revenue and Taxation Code Section 23701(d). All profits derived from a bingo game by organizations exempt from payment of the bank and corporation tax by Section 23701(d) of the California Revenue and Taxation Code shall be kept in a special fund or account and shall not be commingled with any other fund or account. Profits shall be used only for charitable purposes.

B. Other Licensed Organizations. With respect to other licensed organizations authorized to conduct bingo games, all proceeds derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Proceeds shall be used only for charitable purposes, except as follows:

1. Such proceeds may be used for prizes;
2. A portion of such proceeds, not to exceed 20% of the proceeds after the deduction for prizes, or two thousand dollars (\$2,000.00) per month, whichever is less, may be used for rental of property, overhead, and administrative expenses.

C. Records. Records required by this chapter shall be retained by the licensee for a period of three years. Licensee's records shall be available for inspection by the chief of police or City officials upon demand.

5.08.080 - Participation limited to those present.

No person shall be allowed to participate in a bingo game unless the person is physically present at the time and place where the bingo game is being conducted.

5.08.090 - Bingo game open to public.

All bingo games shall be open to the public, not just to the members of the licensed organization.

5.08.100 - Value of prizes.

The total value of prizes awarded during the conduct of any bingo game shall not exceed two hundred fifty dollars (\$250.00) in cash or kind, or both, for each separate game.

5.08.110 - Minors prohibited from participation.

No minor shall be allowed to participate in any bingo game.

5.08.120 - Display of license.

Every licensee shall display the license issued by the City in a conspicuous place on the premises where the bingo games are conducted.

5.08.130 - License not transferable.

Each license issued hereunder shall be issued to an eligible organization and for a specific location and is not transferable from one organization or location to another.

Chapter 5.16 - JUNK DEALERS, PAWNBROKERS, SECONDHAND DEALERS AND SALVAGE COLLECTORS

5.16.010 –Secondhand Dealer and Pawnbroker Permit Required.

- A. Each applicant for a junk dealer, second hand dealer, or salvage collector business license, along with a completed business license application and required fees, shall furnish to the City an unexpired, valid copy of their state-issued Secondhand Dealers Permit. This permit shall be furnished to the City upon original application for a business license, and at each renewal thereafter. Salvage collectors which sell only items eligible for California Redemption Value (CRV) items shall be exempt from the requirement to furnish a Secondhand Dealers Permit, but must still obtain a business license.
- B. Each applicant for a pawnbroker license, along with a completed business license application and required fees, shall furnish to the City an unexpired, valid copy of their state-issued Pawn Brokers Permit. This Permit shall be furnished to the City upon original application for a business license, and at each renewal thereafter.

5.16.020 - Inspection.

Every junk dealer, pawnbroker, secondhand dealer, and salvage collector (except CRV only) shall hold and keep exposed any property acquired by them in the course of their business for inspection on their business premises during business hours.

5.16.030 - Property.

Junk dealers shall hold all personal property received except automobile bodies until the expiration of three days after the submission of the daily report required by this chapter.

5.16.040 - Daily reports and purchase forms.

- A. Junk dealers, pawnbrokers, and secondhand dealers issued a business license under this chapter shall report to the California Pawn and Secondhand Dealer System (CAPPS), in a manner pursuant to Business and Professions Code Section 21628, as may be amended from time to time

Chapter 5.20 - Massage Facilities and Massage Therapists.

5.20.010 Applicability; Exemptions.

- A. No person shall provide massage in the City of Hesperia unless he or she holds a valid massage therapist license issued by the California Massage Therapy Council pursuant to Section 4600 et seq. of the Business and Professions Code. Persons who are independently contracted by a massage facility to provide massage shall also obtain a business license.
- B. No person or entity shall operate a massage facility without first obtaining a massage facility business license hereunder.
- C. This chapter shall not apply to the following classes of individuals, and no license, other than a business license, shall be required of such persons while engaged in the performance of the duties of their respective professions:
 - 1. Physicians, surgeons, chiropractors, osteopaths, or physical therapists who are duly licensed to practice their respective professions in the state of California, and persons working at the place of, business of, or under the supervision of, a licensed physician, surgeon, chiropractor, osteopath or physical therapist.
 - 2. Acupuncturists or acupressurists, who hold a valid license to practice their profession in the state of California.
 - 3. Trainers of scholastic, amateur, and semi-professional or professional athletes or teams, while providing training services for the school or team.

5.20.020 License Requirements – Massage Facility

- A. Every person operating a facility where massage services for compensation are provided shall obtain and maintain a valid City business license required by this chapter.
- B. An owner or operator of a massage facility shall notify the City of any rename, management change, or transfer of more than 5% of the business to another person.
- C. The City shall promptly reject as incomplete any application that does not meet all the requirements of this chapter, and shall notify the applicant in writing, by first class mail, postage prepaid, to the address supplied to the City by the applicant, of the deficiencies in the application.
- D. No application for renewal of a massage facility license shall be accepted earlier than 90 days prior to the expiration of an existing license.
- E. The owner and/or operator of a massage facility shall be responsible for the conduct of all employees or independent contractors working on the premises of the business. This provision also applies to owners and operators who lease or sublease space to independent contractors or to separate massage businesses.
- F. All massage facility licenses are nontransferable, both as to location and as to the person or entity holding a license.

5.20.030– Massage Facility License Application

- A. Any person desiring to obtain a permit to operate a massage facility shall file a complete application for a massage facility license with all required documentation under penalty of perjury.
- B. All applications for a massage facility license shall include:

1. A nonrefundable fee, as adopted in the City Fee Schedule.
2. All documents, including a site plan and floor plan, demonstrating compliance with Section 5.20.070, massage facilities operational requirements.
3. The following information:
 - a. The full name, any current or past aliases, for each individual, partner, corporate officer, director, or stockholder of applicant;
 - b. A copy of the unexpired driver's license or state issued identification for each individual, partner, corporate officer, director, or stockholder of applicant.
 - c. A valid LiveScan clearance issued by the Department of Justice (DOJ) prepared within the last 30 days for individual, partner, corporate officer, director, or stockholder of applicant.
 1. A massage facility where the owner is the only person employed by that business and certified by the CAMTC is not required to undergo criminal background checks. A massage practitioner or massage therapist shall maintain on the premises at all times evidence of their certification for review by local municipal officials.
 - d. The street address where the licensed activities will be conducted.
 - e. Copies of CAMTC certifications for all employees or independent contractors who will be operating at the location, including if they are operating as separate business entities.

5.20.040- Massage Facility or Practitioner License Revocation

- A. The City shall revoke a license or permit issued to a massage facility or a massage practitioner if any of the following occur:
 1. Violations of California Business and Professions Code Sections 4600 thru 4620, or violations of the provisions of this chapter, occur on the business premises. Violations shall be demonstrated by a preponderance of the evidence.
 2. The massage facility applicant or permit holder has provided materially false information, including but not limited to any inaccurate statement, or misrepresentation, or omission, of a material fact made in the application or in any document or statement submitted in support thereof.
 3. The applicant or permit holder has not met the requirements of this chapter and applicable laws.
 4. The applicant or permit holder employs massage technicians who do not hold a valid certification from the CAMTC.
 5. The applicant or permit holder has, within the 10 years immediately preceding the date of the application, been convicted of any of the offenses set forth in this chapter or has, within the same time frame, been convicted of any offense in another state which, if committed, or attempted in this state, would have been punishable as one or more of the offenses enumerated in this Title.
 6. The applicant or permit holder is required to register under Section 290 of the Penal Code, or the equivalent statute under federal law or the law of another state,
 7. The massage facility license or similar license or permit held by the applicant, permit holder, or any massage therapist who will work at the proposed business or location has been revoked or suspended for cause within the 5 years preceding the application,
 8. The facilities and operations of the massage facility are not maintained in compliance with the provisions of this chapter at all times;
 9. The license was issued in error.
 10. An applicant has, within the preceding five years, been convicted of, or is under indictment or is currently awaiting trial for a crime involving or constituting any violation of the following (including lesser offenses, and equivalent offenses under federal law or the laws of other states) :
 1. Prostitution or solicitation of prostitution, (Penal Code 653.22)

2. Pandering or pimping, (Penal Code 266)
 3. Obscenity as defined under California law,
 4. Sale, distribution or display of harmful material to minors, (Penal Code 313.1)
 5. Sexual assault, (Penal Code 243.4)
 6. Running a house of prostitution;(Penal Code 315)
 7. Any offense that requires registration as a Sex Offender (Penal Code 290)
 8. Child Pornography (Penal Code 311.11)
- B. The fact that a conviction is being appealed shall have no effect on the disqualification of the applicant.
 - C. Any location occupied by a massage facility, which has had its massage facility license revoked, shall be ineligible for a massage facility to occupy the location for a period of no less than three years.
 - D. Any applicant whose massage facility license has been revoked shall be ineligible to apply for a facility license for a period of no less than three years.

Section 5.20.050 Distance Limitation Requirements

No massage facility may be located within 3,000 feet of another massage establishment or within 2,000 feet of an elementary, secondary, or high school.

5.20.060 - Investigation by City.

- A. Upon receipt of a complete application, the City shall refer the application to all appropriate City departments and County agencies to determine if all applicable requirements are met. The departments shall review the application and the structure shall be inspected. The departments may request additional information reasonably related to the licensing requirements of this chapter. The departments shall determine whether the massage facility and massage therapists comply with the applicable laws, including appropriate zoning, land use district designations, and CAMTC certification.
- B. If the City, following investigation of the applicant and facility, determines that the applicant does not fulfill the requirements set forth in this chapter, the City shall deny the application in writing. The decision shall be delivered by certified U.S. mail with return receipt. The City's decision shall be effective irrespective of delivery or acceptance by the applicant. Within 60 days following the denial of the application, if the applicant provides evidence to the City that the applicant or facility can be brought into compliance, the City shall consider the evidence presented and render a decision as to whether the facility or applicant complies and may continue the licensing process.
- C. Any application may be denied for noncompliance with any of the requirements of this chapter, including the grounds upon which a license can be revoked. Following the denial of a massage facility license, no application for a massage facility license may be filed by the same applicant, at the same or substantially same location, for a period of no less than three years following the date of the denial. The applicant may appeal the denial, as set forth in Section 5.04.150.

5.20.070 - Massage facilities operational requirements.

All massage facilities must comply with the operational provisions of this section. Noncompliance with these provisions may result in suspension or revocation of an existing massage facility license, or the denial of a new or renewed license.

- A. A readable sign shall be posted at the main entrance identifying the establishment as a massage facility; provided, however, that all such signs shall otherwise comply with the sign requirements of the Municipal Code.
- B. Minimum lighting shall be provided in accordance with the California Building Code. In addition, at least one unobstructed artificial light of not less than 450 lumens shall be provided and used at all times in each enclosed room or booth while massage services are being rendered.
- C. Minimum ventilation shall be provided in accordance with the California Building Code.
- D. Instruments used for massage shall be disinfected prior to each use by a method approved by the San Bernardino County Department of Environmental Health Services. Where such instruments for massage are employed, adequate quantities of supplies for disinfection shall be available during all hours of operation.
- E. Hot and cold running water shall be provided at all times.
- F. Closed cabinets shall be utilized for the storage of clean towels and linen. After use, towels and linen shall be removed from the room or booth and stored in a clean container until laundered.
- G. Dressing and toilet facilities shall be provided for patrons. If male and female patrons are to be treated simultaneously, then separate dressing and toilet facilities shall be provided.
- H. All walls, ceilings, floors, steam, and vapor rooms, and all other physical facilities for the massage facility shall be kept in good repair, maintained in a clean and sanitary condition.
- I. Clean and sanitary towels and linens shall be provided for patrons receiving massage services. No common use of towels or linens shall be permitted.
- J. Standard or portable massage tables and chairs with durable, washable plastic or other waterproof material as covering shall be used for massage. Foam pads more than four inches thick or with a width of more than four feet may not be used. Beds, mattresses, and water beds may not be used in the administration of a massage.
- K. The premises shall not operate as a school of massage, or use the same facilities of a school of massage.
- L. A valid and current massage facility license shall be posted in a conspicuous place on the premises.
- M. No massage facility shall place, publish, or distribute any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective customers or clients that any service is available other than massage services.
- N. No massage facility shall be open for business without at least one massage technician, massage practitioner, or massage therapist on the premises in possession of a valid, current CAMTC license.

5.20.080 - Hours of operation.

No massage facility shall be open between the hours of 10:00 p.m. and 7:00 a.m. Massage facilities shall not sell food or beverages, or serve food or beverages, to patrons on the premises of the massage facility; except from licensed vending machines.

5.20.090 License Requirements for Massage Therapists

- A. Every person performing massage services for compensation shall obtain and maintain a valid state massage certification from CAMTC.

- B. A massage practitioner or massage therapist certified by the CAMTC is not subject to the criminal background required by this chapter.
- C. A massage therapist shall file a copy of the certificate by the CAMTC with the City.
- D. A massage therapist shall maintain their certification while performing massage in the City.

5.20.100 - Prohibited conduct.

- A. No massage therapist or massage facility owner, manager, or employee shall engage in unprofessional conduct, as such is defined by Section 4609(a)(1) of the Business & Professions Code, or any of its successor provisions.
- B. No massage therapist or massage facility owner, manager, or employee may expose his or her genitals, buttocks, or in the case of a female, her breast(s), to any individual or patron, or in the course of administering a massage.
- C. No person shall enter, be or remain in any part of a massage facility while in the possession of, consuming, under the influence of, or using any alcoholic beverage or drugs except pursuant to a prescription for such drugs. The owner, operator, responsible managing employee, or therapist shall not permit any such person to enter or remain upon such premises.
- D. No audio or video recording may be made of the performance of a massage.

5.20.110 - Abatement.

Any massage facility operated, conducted or maintained contrary to the provisions of this chapter is deemed a public nuisance and the City attorney or City prosecutor may, in addition to, or in lieu of prosecuting a criminal action, commence an action for the abatement and injunction thereof in any court of competent jurisdiction.

5.20.120 - Inspection and enforcement.

Officers of the police department, the San Bernardino County Environmental Health Department, the building and safety division, the planning division, code enforcement, and the fire department shall have the right to enter any massage facility during regular business hours to make reasonable inspection to ensure compliance with the provisions of this chapter.

Chapter 5.22 - BODY ART FACILITIES

Sections:

5.22.010 -License Required

Any person desiring to operate a body art facility must obtain a body art facility business license prior to operating.

5.22.020 –Application.

- A. Each applicant, along with a completed business license application and required fees, shall furnish to the City an unexpired, valid copy of a Health Permit for the facility, and a copy of the valid Body Art Practitioner Registration for each body art practitioner, issued by the San Bernardino County Office of Environmental Health. This permit(s) shall be furnished to the City upon original application for a business license, and at each renewal thereafter.
- B. No application for renewal of a license shall be accepted earlier than ninety (90) days prior to expiration of the license.
- C. The City shall promptly reject as incomplete any application which does not meet all the requirements of this chapter, and shall notify the applicant in writing, by first class mail, postage prepaid, to the address supplied to the City by the applicant, of the deficiencies in the application.
- D. Upon receipt of a complete application, all supplemental required information, and payment of all required fees, the City shall refer the application to all appropriate City departments and County agencies. The departments shall review the application and the structure shall be inspected. The departments may request any further information, which is reasonably related to the licensing requirements of this chapter. The departments shall determine whether the premises and practitioners comply with all applicable laws, including appropriate zoning and land use designations.
- E. If the City determines that the applicant does not fulfill the requirements of this chapter, the City shall deny the application in writing, which shall be delivered to the applicant by first class mail, postage prepaid..

5.22.030 - Body art facilities operational requirements.

All body art facilities must comply with the operational provisions of this section. Noncompliance with these provisions may result in suspension or revocation of an existing body art facility license, or the denial of a new or renewed license:

- A. Floors, walls, and ceilings must be smooth, free of open holes, and washable.
- B. Procedure areas in a body art facility must be:
 - 1. Equipped with a light source that provides adequate light at the procedure area.
 - 2. Separated by a wall or ceiling-to-floor partition from nail and hair activities.
 - 3. Equipped with a sink with hot and cold running water, containerized liquid soap, and single-use paper towels that are dispensed from a wall-mounted, touchless dispenser that are accessible to the practitioner.
- C. Decontamination and sanitation areas within a body art facility must be
 - 1. Separated from procedure areas by a space of at least 5 feet or by a cleanable barrier.
 - 2. Equipped with a sink with hot and cold running water, liquid soap in a wall mounted dispenser, and single-use paper towels dispensed from a wall-mounted, touchless dispenser that are readily accessible to the practitioner.

- D. Each procedure area and decontamination and sterilization area shall have lined waste containers.
- E. Each procedure area and decontamination and sterilization area shall have a container for the disposal of sharps waste that meets the following requirements:
 - 1. The sharps waste container shall be portable, if portability is necessary to ensure that the sharps waste container is within arm's reach of the practitioner.
 - 2. The sharps waste container shall be labeled with the words "SHARPS WASTE" or with the international biohazard symbol and the word "BIOHAZARD".
 - 3. All sharps produced during the process of body art shall be disposed by either of the following methods:
 - a. Removal and disposal by a company, or removal and transportation through a mail-back system approved by the San Bernardino County Department of Environmental Health pursuant to Section 118025 of the Health and Safety Code.
 - b. As solid waste, after being disinfected by a method approved by the San Bernardino County Department of Environmental Health pursuant to Section 118215(a)(3)(A) of the Health and Safety Code.
- F. The health permit shall be posted in a conspicuous place at the body art facility.
- G. Certificates of registration for all practitioners performing body art in that facility shall be prominently displayed either near the health permit or at the individual practitioner's procedure area if each practitioner has a designated area.
- H. No animals, except Service Animals as defined by Chapter 5.68 of this Code, shall be allowed in the procedure area or the decontamination and sterilization area.

5.22.040 - Temporary body art facilities.

A practitioner registered in the City may practice in a temporary demonstration booth for no more than seven days in a 90-day period. The demonstration booth shall meet all of the following requirements:

- A. Provide a valid and current health permit issued by the San Bernardino County Department of Environmental Health, and a business license from the City.
- B. Provide body art services only inside a building that has hand washing facilities with hot and cold running water, soap, and single-use paper towels to which practitioners have direct access.
- C. Constructed with a partition of at least three feet in height separating the procedure area from the public.
- D. Used exclusively for performing body art.
- E. Equipped with adequate light available at the level where the practitioner is performing body art.
- F. For temporary body art events consisting of one demonstration booth, equipped with hand washing equipment that, at a minimum, consists of containerized liquid soap, single-use paper towels, a five-gallon or larger container of potable water accessible via spigot, and a wastewater collection and holding tank of corresponding size. Potable water shall be refilled and the holding tank evacuated at least every four procedures or every four hours, whichever occurs first.
- G. For temporary body art events consisting of two or more demonstration booths, practitioner hand wash areas shall be provided throughout the event. The hand wash areas shall be located within a booth with partitions at least three feet in height separating the hand wash area from the public. The area shall be equipped with a commercial, self-contained hand wash station that consists of containerized liquid soap, single-use paper towels, a storage capacity of five gallons or more of potable water, and a trash receptacle. The sponsor shall provide one hand wash area for every two demonstration booths at the event

- H. Animals, except Service Animals as defined by Chapter 5.68 of this Code, shall not be allowed within the confines of the demonstration booth.
- I. The name, telephone number, and directions to an emergency room near the temporary body art event shall be posted in a conspicuous location.
- J. Each practitioner working in a booth at a temporary body art event shall display his or her Practitioner Registration, issued by the San Bernardino County Department of Environmental Health, or keep the certificate in a folder that is available for inspection upon request of the enforcement officer or a client.

5.22.050 - License procedures.

- A. Upon payment of all fees and successful verifications of the qualifications of the applicant, a body art facility business license shall be issued to the applicant by the City. A body art facility business license shall be denied if the applicant has not met the requirements of this chapter and applicable laws.
- B. Any person denied a license pursuant to this chapter may appeal the denial in writing pursuant to the provisions of Section 5.04.150.
- C. All body art facility business licenses issued under this chapter are nontransferable, both as to location and as to the person holding the license.

5.20.070 - Prohibited conduct.

Body art work done in specified anatomical areas defined in Section 16.20.320(C) must be done in an enclosed area out of plain view of the other patrons in the facility.

5.22.090 - Inspection

Officers of the police department, the San Bernardino County Environmental Health Department, the building and safety division, the planning division, code enforcement, and the fire department shall have the right to enter any massage facility during regular business hours to make reasonable inspection to ensure compliance with the provisions of this chapter.

A body art practitioner whose certificate of registration has been suspended or revoked shall cease doing business until the certificate has been reinstated or a new one has been issued. Suspension of the registration of one practitioner in a body art facility does not affect the status of other practitioners in the facility unless the violation or violations are for conditions or equipment that affects the ability of all the practitioners in the facility to comply with the health and safety provisions of this chapter.

Chapter 5.24 - PEDDLING, SOLICITING AND HAWKING

Sections:

5.24.010 – License Required

Any person desiring to peddle goods, wares, or services, or solicit as defined by the Hesperia Municipal Code Section 1.04.050 shall obtain and maintain a valid business license for peddling or soliciting. This shall include vending of ice cream and mobile food truck operations as defined by this code.

5.24.020 – License Fee Exemptions.

The following persons are exempt from license fees.

- A. Veterans. Any person who was honorably discharged or honorably relieved from the armed services of the United States unless the merchandise includes alcoholic beverages.
- B. Religious, Scientific or Charitable Organizations. Organizations qualifying under this exemption must furnish proof of qualification as a 501(c)3 organization.

5.24.030 –Application .

In addition to the application requirements specified in Section 5.04.040, the following information shall be required:

- A. The supplier of the goods to be sold;
- B. A copy of the state sales tax permit (California Revenue and Taxation Code § 6066) for the applicant's activities attached to the application;
- C. A description of every type of merchandise or service that the applicant proposes to peddle or solicit;
- D. The location where the applicant proposes to peddle or solicit and the dates and time of the same;
- E. A copy of the permit for any food products that are regulated.
- F. A copy of any applicable state or county issued permits for food vending vehicles.

5.24.040 - License limitations.

The following shall be required of all applicants:

- A. A correct and complete application form;
- B. Payment of all required fees;
- C. The supplier of the personal property to be sold has been sufficiently identified as required by this chapter and there is no reasonable doubt as to the title or ownership of the personal property;
- E. The time and place of the proposed licensed activities is in accordance with the regulations set forth in this chapter.
- F. A valid LiveScan clearance issued by the Department of Justice (DOJ) prepared within the last 30 days.

5.24.050 - Hours of operation.

A license issued under this chapter shall authorize the licensee to peddle or solicit during the dates specified on the license and only during daylight hours.

Mobile food trucks shall not be prohibited from operating during hours outside daylight.

5.24.060 - Hawking prohibited.

Hawking, as defined in Section 1.04.050, is prohibited.

5.26 MOBILE FOOD VENDING, ICE CREAM TRUCKS, SIDEWALK VENDING

5.26.010 – License Required

Any person desiring to peddle goods, wares, or services as defined by the Hesperia Municipal Code Section 1.04.050 shall obtain and maintain a valid business license.

Any person desiring to operate a mobile food vending or sidewalk vending business shall also secure a permit for mobile food vending or sidewalk vending.

5.26.020 - Mobile food and ice cream vending vehicle operations.

Special requirements for mobile food and ice cream vending vehicle operations shall apply as follows:

- A. Equipment Requirements for Mobile Food Vending and Ice Cream Vending Operations. In addition to other equipment required by law, every mobile food vending vehicle and ice cream vending vehicle shall be equipped with:
 - 1. Signal lamps mounted at the same level and as high and as widely spaced laterally as practicable. These lamps shall be five to seven inches in diameter and shall display two alternately flashing amber lights visible at 500 feet to the front and rear in normal sunlight upon a straight level street. The light output of each indicator shall not be less than 5 candle power nor more than 15 candle power at any time;
 - 2. A convex mirror mounted on the front so the driver in his normal seating position can see the area in front of the truck obscured by the hood;
 - 3. An audible warning device to indicate vehicle backing automatically activated and audible at a distance of 100 feet to the direct rear of the vehicle.
- B. Use of Special Lights on Mobile Food Vending and Ice Cream Vending Vehicles.
 - 1. The driver of a mobile food vending or ice cream vending vehicle stopped on the street for the purpose of vending shall actuate the special amber flashing lights required by subsection (A)(1) of this section;
 - 2. These lights shall not be used when the truck is in motion nor at any time the truck is stopped for a purpose other than vending.
- C. Every operator of a mobile food vending vehicle or ice cream vending vehicle used for the purpose of retail sales of frozen dairy products shall provide, upon application:
 - 1. Photos of the sides, front, and rear of the truck
 - 2. Copies of applicable permits issued by the Department of Environmental Health.
- D. Renewal of License.

Each annual renewal of the license shall require that the operator of the mobile food vending vehicle provide:

 - 1. Copies of applicable permits issued by the San Bernardino County Department of Environmental Health.
- E. Vending Restrictions.
 - 1. A person shall vend only when the vehicle is lawfully parked or stopped.
 - 2. A person shall vend only from the side of the vehicle away from moving traffic and as near as possible to the curb or edge of the right-of-way.
 - 3. A person shall not vend to a person standing in the roadway.
 - 4. A person shall not stop on the left side of a one-way street to vend.
 - 5. A person shall not vend on a street unless there is a clear view of the mobile food vending vehicle for a distance of at least 200 feet in each direction.
- F. Backing Restricted. The vendor shall not back up the vehicle on a public street to make or attempt a sale.
- G. Unauthorized Riders Prohibited.
 - 1. The driver shall not permit any unauthorized person to ride in or on the vehicle.
 - 2. A person shall not ride in or on a mobile food vending machine unless employed by its owner or unless authorized in writing to do so by the owner or by receiving permission through the application process of this title.

3. All operators licensed to operate a mobile food truck or ice cream vending vehicle shall be at least 18 years of age

5.26.030- Sidewalk Vending.

Sidewalk vending includes selling or distributing food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other public pedestrian path or within a public park. A sidewalk vendor can be roaming or stationary. The following sidewalk vendors are not subject to the standards in this Subsection:

- A. A sidewalk vending pushcart owned or operated by any public agency;
- B. Persons delivering goods, wares, merchandise, fruits, vegetables, or foodstuffs upon order of, or by agreement with, a customer from a store or other fixed place of business or distribution;
- C. Vendors participating in farmers markets or other special events as allowed by the City;
- D. An event at a school facility or an assembly use facility, if the vendor is operating in partnership with the organization conducting the event and is located on the site of the event (i.e., not in the public right-of-way);
- E. Vendors that only sell, distribute, display, solicit, or offer sale of items that are inherently communicative and have nominal utility apart from its communication (e.g., newspapers, leaflets, pamphlets, buttons, etc.).

5.26.040 - Vending permit required. No sidewalk vendor shall operate without a sidewalk vending permit and a business license.

5.26.050 – Application. The application for a sidewalk vending permit shall be signed by the applicant and shall include at least all of the following information:

- A. The name and current mailing address of the applicant;
- B. A description of the type of food, beverage, or merchandise to be sold, as well as hours of operation, a description of the cart, and any additional information that will explain the proposed use;
- C. A description and photograph (including colors and any signs) of any stand to be used in the operation of the business;
- D. A certification by the sidewalk vendor that to his or her knowledge and belief, the information contained on the application is true;
- E. A copy of the vendors unexpired Sellers Permit.
- F. If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal;
- G. If operating in State right-of-way, the vendor shall provide evidence of the State's authorization;
- H. Proof of insurance policy, issued by an insurance company licensed to do business in the State, protecting the permittee and the City from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the permit. Such insurance shall name as additional insured the City and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days advance written notice to the City.

5.26.060 – Vending locations prohibited.

Stationary sidewalk vending is prohibited in all residential zones of the City of Hesperia.

5.26.070 – License Issuance Not later than 60 days after the filing of a completed application for a vendor's permit, the applicant shall be notified of the decision on the issuance or denial of the permit.

- A. Fees shall be determined by council resolution and shall be paid prior to issuance of a permit.
- B. Locations for vending shall be approved by the Director.

1. In addition to any locational restrictions found in Section 5.26.060 vending locations may be further limited by the Director only if the limitation is directly related to objective health, safety or welfare concerns, including but not limited to:
 - a. the ability of the site to safely accommodate the use;
 - b. pedestrian safety.
2. Vending locations may change only upon written request by an applicant and approval by the Director.

5.26.080 - Term and Renewal. All permits are valid for one year unless revoked or suspended prior to expiration. An application to renew a permit shall be made not later than 90 days before the expiration of the current permit. A valid business license shall be applied for or renewed concurrently with the vendors permit each year.

5.26.090 - Vending cart requirements. No vending cart shall exceed four feet in width, eight feet in height, or eight feet in length.

5.26.100 - Safety requirements. All sidewalk vendors that prepare or sell food shall comply with the following requirements:

- A. All equipment installed in any part of the cart shall be secured in order to prevent movement during transit and to prevent detachment in the event of a collision or overturn.
- B. All utensils shall be securely stored in order to prevent their being thrown from the cart or vehicle in the event of a sudden stop, collision or overturn. A safety knife holder shall be provided to avoid loose storage of knives.
- C. Compressors, auxiliary engines, generators, batteries, battery chargers, gas-fueled water heaters, and similar equipment shall be installed so as to be hidden from view to the extent possible and be easily accessible.
- D. All vendors must possess a valid permit issued by the San Bernardino County Health Department, if the sidewalk vendor intends to sell food or any other item requiring a County Health Department permit.

5.26.110 - Display of permit. All permits shall be displayed in a visible and conspicuous location at all times during the operation of the vending business.

5.26.120 –Stationary Vending Operational Standards. It shall be prohibited for any sidewalk vendor to operate under any of the following conditions:

- A. Vend between 2:00 a.m. and 6:00 a.m. unless in conjunction with a special event;
- B. Leave any stand unattended;
- C. Store, park, or leave any stand overnight on any public street, sidewalk, or park;
- D. Sell food or beverages for immediate consumption unless there is a litter receptacle available for patrons' use;
- E. Leave any location without first disposing all trash or refuse remaining from sales conducted. Trash and refuse generated by the vending cart operations shall not be disposed of in public trash receptacles;
- F. Discharge solids or liquids to the street or a storm drain;
- G. Allow any items relating to the operation of the vending business to be placed anywhere other than in, on, or under the stand;
- H. Set up, maintain, or permit the use of any additional table, crate, carton, rack, or any other device to increase the selling or display capacity of his/her stand where such terms have not been described by his or her application;
- I. Solicit or conduct business with persons in motor vehicles;
- J. Sell anything other than that which he or she is permitted to vend;
- K. Sound or permit the sounding of any device that produces a loud and raucous noise or any noise in violation of the City's noise ordinance, or use or operate any loud speaker,

public address system, radio, sound amplifier, or similar device to attract the attention of the public;

- L. Vend without the insurance coverage previously specified;
- M. Operate within 50 feet of a fire hydrant or 25 feet of a transit stop;
- N. Vend from the exposed street or alley and/or traffic side of the vending cart;
- O. Operate in a manner that does not maintain four feet of clear space on a public sidewalk;
- P. Operate a stationary vending cart in exclusively residential zones;
- Q. Operate a sidewalk vending cart within 500 feet of a certified farmers' market or swap meet during the operating hours of that certified farmers' market or swap meet;
- R. Operate a sidewalk vending cart within 500 feet of any public sidewalk, street, right-of-way, or other public property approved for commercial filming or a temporary event or festival;
- S. Operate in violation of any other generally applicable law;
- T. Display off-site signs. No signs are allowed, except those approved in the application which identify the name of the product or the name of the vendor and the posting of prices on the cart. Signs with intermittent, flashing, moving, or blinking light, or varying intensity of light or color, are not permitted.

5.26.130 - Mobile vendors.

This section regulates mobile vending other than in public sidewalks or parks. Mobile vending can promote the public interest by contributing to an active and attractive pedestrian environment. However, reasonable regulation of mobile vending is necessary to protect the public health, safety, and welfare. The purpose of this subsection is to set forth the conditions and requirements under which mobile vendors may be permitted to operate to protect the public health, safety, and welfare of the residents of and visitors to Hesperia.

5.26.140 - Applicability. Mobile vending activity may occur within a public or private open space not including a public sidewalk or park (e.g. parking lot, plaza, etc), or from a vehicle legally parked on a street, in all commercial, mixed-use, business park and industrial zones in compliance with the standards in this subsection. Mobile vending activity may also occur from a vehicle legally parked on the street in all residential zones, in compliance with the standards in this Subsection. The following mobile vendors are not subject to the standards in this subsection:

- A. A mobile vending vehicle or pushcart owned or operated by any public agency;
- B. Persons delivering goods, wares, merchandise, fruits, vegetables, or foodstuffs upon order of, or by agreement with, a customer from a store or other fixed place of business or distribution;
- C. Vendors participating in farmers markets or other special events as allowed by the City;
- D. An event at a school facility or an assembly use facility, if the vendor is operating in partnership with the organization conducting the event and is located on the site of the event (i.e., not in the public right-of-way);
- E. Vendors that only sell, display, distribute, solicit, or offer sale of items that are inherently communicative and have nominal utility apart from its communication (e.g., newspapers, leaflets, pamphlets, buttons, etc.).

5.26.150 – Mobile Vendor Application Additional Requirements. The application for a mobile vendor's permit shall be signed by the applicant and shall include, in addition to the requirements of Section 5.26.050, the following:

- A. The state vehicle license plate number and the vehicle identification number of the mobile vendor vehicle.
- B. If operating on private property or on a City-owned parking lot, plaza, or other City-owned area (other than a public sidewalk or park), the mobile vendor shall provide evidence of the property owner's written authorization.

- C. If operating in State right-of-way, the mobile vendor shall provide evidence of the State's authorization.
- D. For each person with a 10% or greater financial interest in the business that operates the mobile vendor vehicle, a list, signed under penalty of perjury, of each conviction of such person and whether such conviction was by verdict, plea of guilty, or plea of no contest. The list shall, for each conviction, set forth the date of arrest, the offense charged, and the offense of which the person was convicted. A person who acquires a 10% or greater financial interest in the business that operates the mobile vendor vehicle during the term of the permit issued pursuant to this Code shall immediately so notify the Director and comply with this Subsection.
- E. Valid permit issued by the San Bernardino County Environmental Health Department, if the sidewalk vendor intends to sell food or any other item requiring a County Health Department permit.
- F. Evidence of compliance with Health & Safety Code § 114315(a). Such evidence may include, but is not limited to, written permission from a private business owner for use of the business's toilet and hand washing facility, a printed or electronic map showing the location of a compliant public toilet and hand washing facility, or similar documented evidence of compliance.

5.26.160 – Mobile Vending Locations.

Mobile vending may take place within the commercial, mixed-use, business park, industrial, and/or residential zones, with individual locations approved by the Director.

- A. Vending locations shall be designated based on the ability of the site to safely accommodate the use.
- B. Vending locations may change only upon written request by an applicant and approval by the Director.
- C. All locations of vending stands shall be considered in relation to right-of-way configurations and pedestrian safety.

5.26.170 – Mobile Vending Operational standards. It shall be prohibited for any mobile vendor to operate under any of the following conditions:

- A. Vend between 2:00 a.m. and 6:00 a.m. unless in conjunction with a special event;
- B. Leave any stand or motor vehicle unattended;
- C. Store, park, or leave any stand overnight on any public street or sidewalk, or park any motor vehicle other than in a lawful parking place;
- D. Sell food or beverages for immediate consumption unless there is a litter receptacle available for patrons' use;
- E. Leave any location without first disposing all trash or refuse remaining from sales conducted. Trash and refuse generated by the vending cart operations shall not be disposed of in public trash receptacles;
- F. Discharge solids or liquids to the street or a storm drain;
- G. Allow any items relating to the operation of the vending business to be placed anywhere other than in, on, or under the stand or vehicle;
- H. Set up, maintain, or permit the use of any additional table, crate, carton, rack, or any other device to increase the selling or display capacity of his/her stand where such terms have not been described by his or her application;
- I. Solicit or conduct business with persons in motor vehicles;
- J. Sell anything other than that which he or she is permitted to vend;
- K. Sound or permit the sounding of any device that produces a loud and raucous noise, or any noise in violation of the City's noise ordinance or use or operate any loud speaker, public address system, radio, sound amplifier, or similar device to attract the attention of the public;
- L. Vend without the insurance coverage previously specified;
- M. Operate within 50 feet of a fire hydrant or 25 feet of a transit stop;

- N. Operate within 25 feet of the outer edge of a driveway or vehicular entrance to public or private property in residential zones;
- O. Operate within 100 feet of the outer edge of a driveway or vehicular entrance to public or private property in commercial, business park, mixed use, or industrial zones;
- P. Vend from the exposed street or alley and/or traffic side of the vending cart or vehicle;
- Q. Vend while parked illegally;
- R. Vend from any street parking space other than a space parallel to the curb;
- S. Operate in a manner that does not maintain four feet of clear space on a public sidewalk;
- T. Operate in any manner or location that blocks any citizen or service entry or exit from any business or residence;
- U. Operate from any motor vehicle not licensed by the Department of Motor Vehicles.
- V. Display off-site signs. No signs are allowed, except those approved in the application which identify the name of the product or the name of the vendor and the posting of prices on the cart. Signs with intermittent, flashing, moving, blinking light, or varying intensity of light or color, are not permitted.

5.26.180 - Additional Operational Standards in Public Parks. In addition to the operational standards in Section 5.26.130 and Section 5.26.180 the following shall also be prohibited for any sidewalk vendor operating in a public park:

- A. Operate outside the hours of operation of the park;
- B. Operate more than six (6) feet from any walking or bicycling pathway in the park;
- C. Operate within 50 feet of any other sidewalk vendor in the park;
- D. Operate on, or within 25 feet of, any sports field or playground equipment area.
- E. Utilize any bench, table, barbeque pit, covered gathering area, or other publicly-owned structure or amenity in the park in any way as part of the sidewalk vending operation.
- F. Operate within 25 feet of any bench, table, barbeque pit, covered gathering area, or other publicly-owned structure or amenity in the park.

5.26.190 - Denial, suspension, and revocation. Any permit may be denied, suspended, or revoked for any of the following causes:

- A. Fraud or misrepresentation contained in the application for the permit.
- B. Fraud or misrepresentation made in the course of carrying on the business of vending.
- C. Conduct of the permitted business in such manner as to create a public nuisance, or constitute a danger to the public health, safety, or welfare.
- D. Conduct in violation of the provisions of this chapter.
- E. Denial, void, or revocation of the business license shall result in revocation of the vendor permit.

5.26.200 - Violation of sidewalk vending requirements. A violation of these sidewalk vending requirements, other than failure to possess a valid sidewalk vending permit, is punishable by the following:

- A. An administrative fine of one hundred dollars (\$100) for a first violation.
- B. An administrative fine of two hundred dollars (\$200) for a second violation within one year of the first violation.
- C. An administrative fine of five hundred dollars (\$500) for each additional violation within one year of the first violation.
- D. Rescission of a sidewalk vending permit for the term of that permit upon the fourth violation or subsequent violations.

5.26.210 - Vending without a permit. Vending without a sidewalk vending permit issued by the City of Hesperia is punishable by the following:

- A. An administrative fine of two hundred fifty dollars (\$250) for a first violation.
- B. An administrative fine of five hundred dollars (\$500) for a second violation within one year of the first violation.

- C. An administrative fine of one thousand dollars (\$1,000) for each additional violation within one year of the first violation.
- D. Upon proof of a valid permit issued by the City of Hesperia, any administrative fines imposed under this subsection for vending without possessing a copy of the permit shall be reduced to the administrative fines set forth in Section 5.26.200.

All fines imposed pursuant to sections 5.26.200 and 5.26.210 shall be subject to an ability-to-pay determination as described in California Government Code section 51039(f). Concurrently with issuing a citation for such fines to a person, the City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination.

Chapter 5.28 - POOL AND BILLIARD HALLS

5.28.010 - Prohibited activities.

The following activities shall be prohibited within pool and billiard halls and rooms:

- A. Gambling or possession of any gambling device;
- B. Operating a pool or billiard hall between the hours of 12:00 a.m. and 6:00 a.m.;
- C. To allow any person under the age of eighteen (18) to be present or remain in the billiard hall or pool room;

5.28.020 - Exemptions.

This chapter shall not apply to any organization having one or more billiard tables or pool tables on their private premises solely for the use of their members and guests, and where no fee is charged for the use of such billiard tables or pool tables and the use of such tables is not open to the public.

Chapter 5.32 - PRIVATE PATROL SERVICES AND PRIVATE PATROLPERSONS

Sections:

5.32.010 - Registration.

It is unlawful for any private patrol service to employ or have associated with it in the conduct of its business any private patrolperson who is not currently registered pursuant to Section 7581(e) of the California Business and Professions Code. Current registration shall be presented to any law enforcement or code enforcement officer upon request.

5.32.020 - Proof of registration.

Each applicant shall prove to the satisfaction of the City that he or she possesses a valid license under the Private Investigator Act of the State of California. A current copy of the state license shall be filed with the application.

Chapter 5.36 - TAXICABS

5.36.010 - Exemptions.

This chapter shall not apply to public transportation services being performed pursuant to a contract or franchise with the City or any other public entity in this state.

5.36.020 - License required.

It is unlawful for any person to engage in the business of operating or causing to be operated any taxicab service within the City, without having a license to do so under the provisions of this chapter.

5.36.030 - Application for taxicab service license.

Any person desiring to obtain a license to operate a taxicab service under this chapter shall submit a written application pursuant to Section 5.04.040 to the City. In addition to the information required by Section 5.04.040, the following information shall be provided:

- A. The number of vehicles to be operated under the permit;
- B. The make, type, year, manufacturer, vehicle license number, and passenger seating of the vehicles to be used by the applicant;
- C. The proposed color scheme, insignia or other distinguishable characteristics of the taxicab to be used, including the type of illuminated sign to be mounted on the top of the vehicle and legend thereon;
- D. Legal and registered ownership of the vehicles to be used by the applicant. It shall be the licensee's responsibility to notify the City of any changes in vehicles registered to their license;
- E. Prior experience of the applicant and each driver in the taxicab business, including any prior denial, revocation or suspension by any public agency of any taxicab service or taxicab driving permit, license or certificate for a period of five years prior to application;
- F. A valid LiveScan clearance issued by the Department of Justice (DOJ) prepared within the last thirty days.
- G. Written evidence satisfactory to the City that each driver employed by the applicant has complied, and currently complies, with the provisions of California Government Code Section 53075.5(b)(3), or any successor provision thereto, pertaining to pre-employment and periodic testing of drivers for controlled substances and alcohol, and with provisions therein pertaining to payment for drug and alcohol testing programs and related reporting requirements.
- H. This program shall include, but not be limited to:
 1. Drivers shall test negative for each of the controlled substances specified in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, before employment. Drivers shall test negative for these controlled substances and for alcohol as a condition of permit renewal or, if no periodic permit renewals are required, at such other times as the City shall designate. As used in this section, a negative test for alcohol means an alcohol screening test showing a breath alcohol concentration of less than 0.02 percent.
 2. Procedures shall be substantially as in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, except that the driver shall show a valid California driver's license at the time and place of testing, and except as provided otherwise in this section. Requirements for rehabilitation and for return-to-duty and followup testing and other requirements, except as provided otherwise in this section, shall be substantially as in Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations.
 3. A test in one jurisdiction shall be accepted as meeting the same requirement in any other jurisdiction. Any negative test result shall be accepted for one year as meeting a

requirement for periodic permit renewal testing or any other periodic testing in that jurisdiction or any other jurisdiction, if the driver has not tested positive subsequent to a negative result. However, an earlier negative result shall not be accepted as meeting the pre-employment testing requirement for any subsequent employment, or any testing requirements under the program other than periodic testing.

4. In the case of a self-employed independent driver, the test results shall be reported directly to the City, which shall notify the taxicab leasing company of record, if any, of positive results. In all other cases, the results shall be reported directly to the employing transportation operator, who may be required to notify the City of positive results.
5. All test results are confidential and shall not be released without the consent of the driver, except as authorized or required by law.
6. Self-employed independent drivers shall be responsible for compliance with, and shall pay all costs of, this program with regard to themselves. Employing transportation operators shall be responsible for compliance with, and shall pay all costs of, this program with respect to their employees and potential employees, except that an operator may require employees who test positive to pay the costs of rehabilitation and of return-to-duty and follow-up testing.
7. Upon the request of a driver applying for a permit, the City shall give the driver a list of the consortia certified pursuant to Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations that the City knows offer tests in or near the jurisdiction.

5.36.040 – Investigations

- A. Upon receipt of a complaint containing sufficient information to warrant conducting an investigation, the City shall investigate any business that advertises or operates taxicab transportation service for hire. Pursuant to this investigation, the City shall do all of the following:
- B. Determine which businesses, if any, are required to have in effect a valid taxicab certificate, license, or permit as required by ordinance, but do not have that valid authority to operate.
- C. Inform any business not having valid authority to operate that it is in violation of law.
- D. Investigate whether the business has committed or is committing any violations of this code, or any other state or federal code, which they are required to follow.
- E. Within 60 days of informing the business pursuant to paragraph (b), institute civil or criminal proceedings, or both, pursuant to the Hesperia Municipal Code.

Chapter 5.44 - HOME OCCUPATIONS

Sections:

5.44.010 - Purpose.

The purpose of the home occupation provisions is to permit the conduct of a home-based business for supplemental income purposes in the residential districts. Home occupations are limited to those uses which may be conducted within a residential dwelling, without in any way changing the appearance or condition of the residence, or the surrounding neighborhood.

5.44.020 – Application

Any person desiring to obtain a license to operate a business as a home occupation shall submit a written application pursuant to Section 5.04.040 to the City. In addition to the information required by Section 5.04.040, the City shall prepare and mail, by first class postage, a notification to all contiguous property owners listing the name of the applicant, name of the business, address where the business shall be held, the home occupation regulations, and contact information pertaining to the filing of a complaint against the operator of a home occupation who is in violation of any provisions of this chapter. "Contiguous property" is defined as those properties that share a common boundary with the subject property, including across streets and within a 300 foot radius of the subject property.

5.44.030 - Mandatory conditions for operation.

Home occupations may be permitted on property used for residential purposes, based upon the following conditions:

- A. The use of the dwelling for such home occupation shall be clearly incidental and subordinate to its use for residential purposes by its inhabitants.
- B. No persons, other than members of the family who reside on the premises, shall be engaged in such activity on the site, with the exception of an employee at a cottage food establishment.
- C. There shall be no change in the outward appearance of the building or premises, or other visible evidence of the activity.
- D. There shall be no sales of products on the premises, except produce (fruit or vegetables) grown on the property, and the sales of products produced by a permitted cottage food establishment.
- E. The use shall not allow customers or clientele to visit dwellings. However, incidental uses such as music lessons, the sale of fruits and vegetables, and the sale of food produced by a cottage food establishment, may be permitted if the intensity of such use is approved by the City.
- F. A cottage food establishment shall submit a copy of a current and valid San Bernardino County Environmental Health permit, including renewals, such that the City has a current permit on file for the business at all times.
- G. No equipment or processes shall be used on the property that create noise, smoke, glare, fumes, odor, vibration, electrical, radio, or television, or wireless signal that interferes with or are disruptive to surrounding properties.
- H. All required accessory uses for the primary residential use shall be maintained in good and safe condition. The garage may be used as long as no more than 15% of the total area of the garage is utilized for the business if such use does not obstruct required parking. Any required permits for modifications shall be obtained before modifications are made.
- I. No more than 15% of the total square footage of the dwelling inclusive of the garage, or one room of the dwelling, whichever is less, shall be used for the home occupation.
- J. The use shall not involve storage of materials outside any structures.

- K. Use of the United States Postal Service in conjunction with the home occupation shall be limited to use of a post office box only.
- L. No signs shall be displayed in conjunction with the home occupation, and there shall be no advertising using the home address, either on or off site.
- M. The use shall not involve the use of commercial vehicles for delivery of materials to or from the premises, other than a vehicle not to exceed a capacity of one ton, owned by the operator of such home occupation.
- N. If an applicant is not the owner of the property where a home occupation is to be conducted, then a signed, notarized statement from the owner approving such use of the dwelling must be submitted with the application.

Chapter 5.48 - ADULT BUSINESSES

5.48.010 - Purpose

It is the purpose of this chapter to regulate adult businesses in order to promote the health, safety, and general welfare of the citizens of the City. The purpose of this chapter is not to impose a limitation or restriction on the content of any communicative materials, including adult materials. Similarly, it is not the intent of this chapter to restrict or deny access by adults to sexually-oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually-oriented entertainment to their intended market.

5.48.020 - Adult business license required.

- A. Any person desiring to own, operate, commence, transact, or otherwise allow the operation of an adult business shall apply for and receive an adult business license pursuant to this chapter.
- B. It is unlawful for any person to operate an adult business or to enlarge such a business by a 25% or greater floor area without a valid adult business license for the particular type of business.
- C. An application for an adult business license must be completed on a form provided by the City and shall not be deemed complete unless all of the following information is provided. The application must be accompanied by a sketch or diagram showing the configuration of the premises, including a statement of total floor space occupied by the business that is open to the public, including the percentage of floor space dedicated to adult merchandise. The sketch or diagram need not be professionally prepared but must be drawn to scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.
- D. The applicant must be qualified according to the provisions of this chapter and the premises must be inspected and found to be in compliance with all applicable laws and regulations by all applicable State, County, and City departments. Such inspection shall be conducted by the City within two weeks of receipt of a complete application. The applicant shall be advised as to whether or not the premises are in compliance with all applicable laws and regulations within fourteen (14) days of such inspection. If the premises are found not to be in compliance, the applicant shall be served with a notice of noncompliance stating what specific actions must be taken to achieve compliance. The applicant shall have six months thereafter to achieve compliance pursuant to Section 5.48.060(B). No license shall be issued until compliance has been obtained. If the premises are not timely brought into compliance, the application shall be deemed denied.
- E. If a person who wishes to operate an adult business is an individual, he or she must sign the application for a license as applicant. If a person who wishes to operate an adult business is other than an individual, each individual who has a 10% or greater interest in the business must sign the application for a license as applicant. Each applicant must be qualified under Section 5.48.050 and each applicant shall be considered a licensee if a license is granted.
- F. Possession by an applicant of any other type of required license does not exempt such applicant from the requirement of obtaining an adult business license
- G. The applicant(s) shall furnish a LiveScan clearance issued by the Department of Justice (DOJ) prepared within 30 days of submission of a complete application.
- H. The application shall be signed by the applicant(s) and shall contain a declaration made under penalty of perjury that the information provided is true and correct. If the application is by any person who is not an individual, all individuals who have a 10% or greater interest in the business must sign such a declaration.

5.48.030 - Issuance of license.

- A. Except as provided in Section 5.48.060(B), the City shall issue a license to an applicant within thirty (30) days after receipt of a complete application and approved inspection, unless one or more of the following is found to be true:

1. An applicant is under eighteen (18) years of age;
 2. An applicant has failed to pay to City any taxes, fees, fines or penalties previously assessed or imposed in relation to an adult business within the five years preceding the application;
 3. An applicant has failed to provide information required by this chapter or has knowingly falsely answered a question or request for information on the application form. This shall include misleading or incomplete responses;
 4. An applicant has been convicted of a violation of a provision of this chapter within two years immediately preceding the application. The fact that a conviction is being appealed shall have no effect;
 5. The license fee required by this chapter has not been paid;
 6. The proposed establishment is in violation of or is not in compliance with Sections 5.48.070 or 5.48.080
 7. An applicant has, within the preceding five years, been convicted of, or is under indictment or is currently awaiting trial for a crime involving or constituting any violation of the following (including lesser offenses, and equivalent offenses under federal law or the laws of other states) :
 - a. Prostitution or solicitation of prostitution, (Penal Code 653.22)
 - b. Pandering or pimping, (Penal Code 266)
 - c. Obscenity as defined under California law,
 - d. Sale, distribution or display of harmful material to minors, (Penal Code 313.1)
 - e. Sexual assault, (Penal Code 243.4)
 - f. Running a house of prostitution;(Penal Code 315)
 - g. Any offense that requires registration as a Sex Offender (Penal Code 290)
 - h. Child Pornography (Penal Code 311.11)
- B. The fact that a conviction is being appealed shall have no effect on the disqualification of the applicant.
- C. The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date, and the address of the adult business. The license shall be posted in a conspicuous place at or near the entrance to the adult business so that it may be easily read at any time.
- D. A licensee shall report, in writing, any material change in information provided in the application to the City within five days of such change.

5.48.040 - Fees.

- A. The license fee for an adult business license shall be as established by resolution of the city council.

5.48.050 - Inspection.

- A. An applicant or licensee shall permit representatives of any applicable State, County, or City departments to inspect the premises of the business for the purpose of ensuring compliance with all applicable laws, during normal business hours.
- B. A person who operates an adult business, or his agent or employee, commits an offense if he or she refuses to permit a lawful inspection of the premises by any City enforcement agent or any representative of the sheriff's department who is entering the premises to inspect pursuant to this chapter, or any other State, local, or other applicable laws at any time it is open for business.

5.48.060 - Expiration of license.

- A. Each license shall expire one year from the date of issuance and may be renewed only through successful completion of the application process provided in this chapter.
- B. In the event the City Manager denies a new license or renewal of a license, the applicant shall not be issued a license for one year from the date of denial; unless, subsequent to denial, the City Manager finds that the basis for denial of the license or renewal has been corrected or abated, in which event the applicant will be granted a license if at least ninety (90) days have elapsed since the date denial became final.
- C. In the event that the issues resulting in the denial of the license are not corrected or abated, the business must close by the conclusion of the appeal period, in the event no appeal is filed. Should an appeal be filed, and the violation is upheld, the business must close within 48 hours following the conclusion and decision of the appeal.

5.48.070 - Suspension of license.

- A. The City Manager may suspend a license, which suspension shall not become effective until expiration of the appeal period provided herein, or until an appeal has been denied, whichever is later, for a period not to exceed thirty (30) days if he or she determines that a licensee or an employee of a licensee has:
 - 1. Violated or is not in compliance with any applicable section of this chapter;
 - 2. Refused to allow an inspection of the business premises as authorized by this chapter;
 - 3. Served alcohol on the business premises without having all legally required licenses or permits;
 - 4. Failed to comply with, or has knowingly permitted any violation of, any provision of City's building, fire, electrical, plumbing or housing code after receipt of notice from City of such violation.
- B. Notwithstanding any other provision herein, an adult business license may be suspended in the event the City Manager determines that there is an immediate and serious threat or risk of harm to the public health, safety, or welfare. If the license is suspended due to a determination of immediate and serious threat or harm to the public health, safety, or welfare, a public hearing following suspension shall be conducted at the next regularly scheduled city council meeting to determine whether or not such public threat or risk of harm has been eliminated.

5.48.080 - Revocation of license.

- A. The City Manager may revoke a license if a cause of suspension in Section 5.48.070 occurs and the license has previously been suspended within the preceding twelve (12) months.
- B. The City Manager may revoke a license if he or she determines that:
 - 1. A licensee knowingly gave false or misleading information in the material submitted during the application process;
 - 2. A licensee or an employee has allowed possession, use, or sale of illegal controlled substances on the premises;
 - 3. A licensee or an employee has allowed prostitution on the premises;
 - 4. A licensee or an employee knowingly operated the adult business during a period of time when the licensee's license was suspended;
 - 5. A licensee has been convicted of an offense listed in Section 5.48.030(A)(7) for which the time period required in Section 5.48.030(A)(7) has not elapsed;

6. On two or more occasions within a twelve (12) month period, a licensee or employee committed an offense on the licensed premises, listed in Section 5.48.030(A)(7), for which a conviction has been obtained;
 7. A licensee or an employee has allowed any act of sexual intercourse, sodomy, oral copulation, or masturbation on the licensed premises.
- C. The fact that a conviction is being appealed shall have no effect on the revocation of the license.
 - D. When the City Manager revokes a license, the revocation shall continue for one year and the licensee may not apply for another adult business license for one year from the date revocation became effective; unless, subsequent to revocation, it is found and substantiated by the City that the basis for the revocation has been corrected or abated, in which event the applicant may be granted a license if at least ninety (90) days have elapsed since the date the revocation became effective. If the license was revoked under subsection (B)(5), an applicant may not be granted another license until the appropriate number of years required under Section 5.48.030(A)(7) has elapsed.
 - E. Any revocation shall not become effective until expiration of the appeal period provided herein, or until any appeal has been denied, whichever is later.

5.48.090 - Appeal.

If the City Manager denies the issuance or renewal of a license, or suspends or revokes a license and the suspension is not pursuant to Section 5.48.070(B), the license holder may appeal the revocation following the procedures of 5.04.150.

The filing of an appeal stays suspension or revocation until the city council makes a final decision.

5.48.100 - Transfer of license prohibited.

A licensee shall not transfer his or her license to another person or business, nor shall a licensee operate an adult business under the authority of a license at any place other than the address designated in the application and license. Any license purportedly transferred shall be deemed by law to be voluntarily surrendered and of no force or effect.

5.48.110 - Additional regulations applicable to nude modeling studios

- A. Nude model studios shall not employ, nor otherwise allow nude modeling by, any person under the age of eighteen (18) years.
- B. Except as otherwise provided by law, it is unlawful for any nude model studio to place or permit a bed, sofa, or mattress in any room on the premises, except that a sofa may be placed in a reception room open to the public.

5.48.120 - Adult theaters and Adult motion picture theaters.

Adult Theaters and Adult Motion Picture Theaters are prohibited in all zoning districts of the City of Hesperia.

5.48.130 - Adult motels.

Adult motels are prohibited in all zoning districts of the City of Hesperia.

Chapter 5.50 - DISPENSING AND DELIVERY OF MEDICAL CANNABIS

ADOPTED BY CITY COUNCIL VIA ORDINANCE NO 2017-16 and ORDINANCE 2018-01

5.50.100 - General operating standards and restrictions.

F. Insurance

4. Commercial automobile liability insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "Owned Auto", "Scheduled Auto", "Hired Auto" and "Non-Owned Auto" with limits of liability of not less than one million dollars (\$1,000,000.00) per accident for bodily and property damage.

([Ord. No. 2017-16](#), § 3(Exh. C), 9-19-17)

Chapter 5.52 - BLINDER RACKS

5.52.020 - Blinder newsracks.

No person shall display or exhibit in any public place or place open to the public, other than a location from which minors are excluded, any harmful matter, unless a device commonly known as a "blinder rack" is in place so that the lower two-thirds thereof is not exposed to public view. For the purposes of this section, "harmful matter" is as defined in California Penal Code Section 313 as currently in effect and as may be amended.

5.52.030 - Penalty for violation.

It is unlawful for any person to violate any provisions, or to fail to comply with any of the requirements, of this chapter. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof may be punished by a fine not exceeding \$1,000, or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment. A person shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted by such person.

Chapter 5.56 - GARAGE SALES

5.56.020 - Permit required.

- A. No person shall sell or participate in the sale of personal property (excluding motor vehicles) to the general public by means of a garage sale, unless a garage sale permit is obtained.
- B. Motor vehicles may not be sold by means of a garage sale.
- C. The terms "garage sale," "yard sale," "estate sale," "estate auction," "rummage sale," or any variation thereof, have the same meaning and intent under this code.

5.56.030 – Application

- A. Any person intending to conduct a garage sale to the general public shall file an application no more than fifteen (15) days prior to the date of such sale.
- B. The applicant shall state the date and location of the proposed sale and the name(s) of the person(s) who will be conducting the sale. The permit shall be issued by the Development Services Department for a period not to exceed three days. The permit may be summarily revoked by the City after written notice has been mailed or personally served to the applicant that a violation has occurred, or false information/representation is contained within the application. If the applicant provides satisfactory explanation of the violation, false information/representation, the City Manager may reactivate the permit.

5.56.040 - Number and time of garage sales.

- A. Lots With One Dwelling or Primary Sponsor (e.g., church).
 - 1. No person shall conduct more than four garage sales in a calendar year.
 - 2. A minimum of eleven (11) days shall elapse between lawfully conducted garage sales on the lot or parcel. A sale shall only be conducted between the hours of 8:00 a.m. and 8:00 p.m..
- B. Lots With More Than One Dwelling or Primary Sponsor. Lots or parcels having more than one dwelling unit or primary sponsor shall conduct garage sales as allowed by the following table.

Number of Garage Sales Per Lot or Parcel

No. of Units/Sponsors	No. of Garage Sales Per Year
1	4
2-10	6
11-50	8
51+	10

5.56.050 - Display of sale items.

Personal property offered for sale shall not be displayed or stored in adjoining public streets, alleys or rights-of-way but must remain on private property at all times. All articles shall be removed from the front or side yard before the close of the last day on which the garage sale is to be lawfully conducted.

5.56.060 - Prohibited Conduct

The intent of a "garage sale" is by definition an opportunity to sell personal property no longer useful to its rightful owner and available for purchase by the public at the approved garage sale site. Sale of bulk and pre-purchased new items is prohibited, as this constitutes an illegal activity. For instance, while a reasonable person may expect to have one or a few of any one item for sale, such as a car seat or television, it is not reasonable to expect that a person would own many of that item, such 25 car seats or 10 televisions and have them offered for sale.

If upon inspection it is apparent that the items for sale at the garage sale are not within a reasonable person's expectations for new or used items for sale of personal property, and it appears that the intent of the sale is for a business to circumvent the provisions of this code and create a retail opportunity without an approved retail location, the sale shall be considered a public nuisance and subject to the enforcement procedures of Title 1 of this code.

Operation of a garage sale outside the provisions of this chapter and without a valid permit shall be considered a public nuisance and subject to the enforcement procedures of Title 1 of this code.

5.56.070 - Signs concerning garage sales.

Except as otherwise provided, signs advertising a garage sale shall be displayed only on the premises on which the sale is conducted and no sign shall exceed four square feet. Two off-site directional signs may be permitted, provided that written permission to erect or affix such signs is received from the property owners on whose property such signs are to be placed. The location of such signs shall be noted on the permit. Signs may be displayed only during the hours the sale is actively being conducted and shall be removed at the close of sale activities, or at nightfall, whichever first occurs, each day. No sign may be placed in any public right-of-way or on any telephone pole, street intersection sign, or utility pole. Each sign shall bear the permit number of the permit for the sale it advertises.

Chapter 5.60 - NON-PROFIT CAR WASHES

5.60.020 - Permit required.

No person shall conduct a non-profit car wash unless a permit is approved by the City.

5.60.030 - Non-profit car wash application and permit.

- A. Any person intending to conduct a non-profit car wash shall file an application for a permit not less than three days prior to the date of such car wash.
- B. The applicant shall state the date and location of the proposed car wash, the name(s) of the person(s) primarily responsible for conducting such car wash, and a description of the charitable nonprofit group or organization that will receive the proceeds.
- C. The permit may be summarily revoked if the applicant violates any provision of this chapter, or provides any false information/representation in the application. If the applicant provides satisfactory explanation of the violation or false information/representation, the permit may be reactivated.
- D. The applicant shall provide proof to the satisfaction of the City that the organization or group which shall receive the proceeds is non-profit and/or charitable in nature. Such proof may include a written determination by any duly authorized taxing agency of such non-profit or charitable status, or such non-profit or charitable status may be determined as a matter of law based upon statute.
- E. There shall be no fee for the permit.
- F. No permits may be issued or used during any period of time when a Stage 2 "threatened water supply shortage" or a Stage 3 "water shortage emergency" has been declared by the Board of Directors of the Hesperia Water District.

5.60.040 - Permit on site during car wash.

The valid permit shall be present on site during all times when the car wash is being conducted. The permit shall be produced upon request by any City official acting within his/her official capacity.

5.60.050 - Number and time of non-profit car washes.

- A. No person shall conduct more than six non-profit car washes in any calendar year.
- B. Each day or portion of a day on which a car wash is conducted shall count as one car wash.
- C. Non-profit car washes shall only be conducted between the hours of 8:00 a.m. and 8:00 p.m.

5.60.060 - Water conservation methods required.

- A. All water hoses shall have a shut-off nozzle attached so that the water will not run continuously.
- B. Vehicles must be washed from a bucket.
- C. If runoff becomes excessive, the permittees shall discontinue activities until the standing water subsides.

5.60.070 - Signs and solicitation.

- A. Notwithstanding any provisions to the contrary, signs advertising a non-profit car wash shall be displayed only on the premises on which the car wash is conducted and no sign shall exceed nine square feet. No signs may be placed on any sidewalks or within any public right of way.
- B. No solicitation may be done from any sidewalk or within any public right-of-way in a manner which impedes or otherwise endangers or interferes with the public's use thereof or becomes a distraction to drivers.

Chapter 5.64 - TELECOMMUNICATIONS REGULATIONS

Reserved

Chapter 5.68 - SERVICE ANIMALS

5.68.010 - Purpose.

The purpose of this chapter is to prevent discrimination against persons who require the use of a service animal, including service animal species other than dogs, in access to public accommodations in Hesperia, including businesses open to the public and all other areas open to the public.

5.68.020 - Definitions.

- A. Except as described in subdivision (B), the terms in this chapter are as defined in Title III of the Federal Americans with Disabilities Act (42 U.S.C. § 12181 et seq.), including but not limited to those definitions found in 42 U.S.C. §§ 12181, 12102, 12103, and section 36.104 of Title 28 of the Code of Federal Regulations (28 CFR 36.104).
- B. Notwithstanding subdivision (A), the definition of the term “service animal” in this chapter is: “any guide dog, signal dog, or other animal of any species, that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, detecting intermittent medical conditions and alerting individuals of same, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.”

5.68.030 - Access requirements.

- A. General. A public accommodation shall modify policies, practices, or procedures to permit the use of a service animal by an individual with a disability, when the modifications are necessary to afford goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the public accommodation can demonstrate that making the modifications would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations.
- B. Exceptions. A public accommodation may ask an individual with a disability to remove a service animal from the premises if:
 - 1. The animal is out of control and the animal’s handler does not take effective action to control it; or
 - 2. The animal is not housebroken.
- C. If an animal is properly excluded. If a public accommodation properly excludes a service animal under subdivision (B), it shall give the individual with a disability the opportunity to obtain goods, services, and accommodations without having the service animal on the premises.
- D. Animal Under Handler’s Control. A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal’s safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler’s control (e.g., voice control, signals, or other effective means).
- E. Care or Supervision. A public accommodation is not responsible for the care or supervision of a service animal.
- F. Inquiries. A public accommodation shall not ask about the nature or extent of a person’s disability, but may make two inquiries to determine whether an animal qualifies as a service animal. A public accommodation may ask if the animal is required because of a disability and what work or task the animal has been trained to perform. A public accommodation shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, a public accommodation may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person’s

wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

- G. Access to Areas of a Public Accommodation. Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a place of public accommodation where members of the public, program participants, clients, customers, patrons, or invitees, as relevant, are allowed to go.
- H. Surcharges. A public accommodation shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets. If a public accommodation normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.

5.68.040 - Interpretation.

This chapter is to be interpreted and applied consistent with the interpretation and application of Title III of the Americans with Disabilities Act (42 U.S.C. § 12181 et seq.) and the federal regulations implementing same, except with respect to instances in which the language in this chapter expressly differs from the language of the ADA.

5.68.050 - Defenses.

Defenses to an alleged violation of this chapter shall be those defenses established under Title III of the Americans with Disabilities Act (42 U.S.C. § 12181 et seq.), including but not limited to section 36.208 of title 28 of the Code of Federal Regulations, which provides that an individual and service animal need not be given access to a public accommodation when that access would pose a direct threat to the health or safety of others.

5.68.060 - Liability.

Any person who violates any of the provisions of this chapter or who aids or assists in the violation of any provisions of this chapter shall be liable as follows:

- A. For actual damages including compensatory damages for pain and suffering, or one thousand dollars (\$1,000.00), whichever is greater;
- B. For costs and attorney's fees;
- C. For any equitable relief to remedy the wrong to the individual whose rights were violated and to prevent or end any future act or practice which would violate this chapter;
- D. For civil, administrative, and/or criminal penalties under Chapter 1.12 of this code.

5.68.070 - Enforcement.

- A. Any aggrieved person may enforce this chapter in a civil action in any court with jurisdiction.
- B. An action for equitable relief under this chapter may be brought by any aggrieved person or by any aggrieved person or entity which will fairly and adequately represent the interests of the class of persons who require service animals because of a disability.
- C. In addition to the remedies above, violations of this chapter may be enforced by the City through the civil, administrative, and/or criminal enforcement provisions established in Chapter 1.12 of this code.

5.68.080 - Nonexclusive.

Nothing in this chapter shall preclude any aggrieved person from seeking any other remedy provided by law.

5.68.090 - Limitation on actions.

Actions by aggrieved persons or entities under this chapter must be filed within one year of the last occurrence of the alleged discriminatory acts.

Exhibit B

16.08.015 – Adult ~~oriented~~ businesses.

"Adult ~~oriented~~ businesses" are: (1) any business which is conducted exclusively for the patronage of adults and from which minors are specifically excluded by law; provided, that any business licensed by the State Department of Alcoholic Beverage Control shall not be an adult-oriented business unless it complies with another definition within this section; and/or (2) any business, where employees or patrons expose "specified anatomical areas" or engage in "specified sexual activities;" and/or (3) any business or establishment which offers its patrons services or entertainment characterized by an emphasis on matter depicting, exposing, describing, discussing or relating to "specified sexual activities" or "specified anatomical areas."

- B. These types of businesses shall not include the following: (1) any bona fide medical establishment operated by properly licensed and registered medical personnel with appropriate medical credentials for the treatment of patients; (2) any massage establishment, the clientele of which consists substantially of persons referred to the establishment in writing for massage therapy by physicians, surgeons, chiropractors or osteopaths duly licensed to practice their respective professions in the State of California; provided, that the massage establishment retains such written referrals in its records for a period of not less than three years, and makes such written references available for inspection by the county health officer or his designated representative at all times during the normal business hours of operation of the massage establishment; and (3) an athletic club, health club, school, gymnasium, state licensed cosmetology or barber establishment, reducing salon, spa or similar establishment where massage or similar manipulation of the human body is offered as an incidental or accessory service.

- C. Adult-oriented businesses shall include but shall not be limited to the following:

1. ~~"Adult arcade" means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas."~~
2. Adult bookstore. "Adult bookstore" means an establishment having as a substantial portion of its stock-in-trade, and offering for sale for any form of consideration, any one or more of the following:
 - a. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides or other visual representations which are characterized by an emphasis upon the depiction or description of "specified anatomical areas;" or
 - b. Instruments, devices or paraphernalia which are designed for use in connection with "specified sexual activities."
3. Adult Cabaret. An "adult cabaret" means a cabaret which features topless and/or bottomless dancers, strippers, male or female impersonators, or similar entertainers.
4. Adult Theater. An "adult theater" means any place, building, enclosure or structure partially or entirely, temporarily or permanently used for dramatic or operatic presentations, motion pictures, or any picture projected from slides or films, vaudeville show, performances, or any place of public entertainment which are used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," for observation by patrons therein. Adult theaters specifically include places to which the public is permitted or invited wherein coin or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors or other image-producing devices are maintained, used or available for presenting material distinguished by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," for observation by patrons therein.

4. Sexual Novelty Store. A "sexual novelty store" means an establishment having as a substantial portion of its stock-in-trade goods which are replicas of, or which simulate, "specified anatomical areas," or goods which are designed to be placed on "specified anatomical areas," or to be used in conjunction with "specified sexual activities" to cause sexual excitement.
5. "Adult Video Store" means a commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:
6. Films, motion pictures, video cassettes or video reproductions, slides, or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas"; or

A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishments from being categorized as an adult bookstore or adult video store so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe "specified sexual activities" or "specified anatomical areas."

7. "Adult motel" means a hotel, motel or similar commercial establishment which:
 - a. Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions; or
 - b. Offers a sleeping room for rent for a period of time that is less than ten hours; or
 - c. Allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten hours.
 - d. Evidence that a sleeping room in a hotel, motel, or similar commercial establishment has been rented and vacated two or more times in a period of time that is less than ten consecutive hours.
8. "Adult motion picture theater" means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown which are characterized by the depiction of "specified sexual activities," "specified anatomical areas," or persons in a state of nudity.
9. "Nude Dancing" means any dance, choreographed or not, in which the performers remove all or part of their clothing, a strip tease, lap dance, or individual dance. Nude Dancing shall also mean a form of erotic entertainment in which a dancer gradually undresses with or without music. Nude dancing shall include fan dancing, defined as a solo dance in which large fans are manipulated to suggest or reveal nakedness, and bubble dancing, defined as a dance similar in nature to a fan dance but includes the use of bubbles instead of fans.

Attachment 4

Exhibit C

1.04.050 - Definitions.

A. Definitions. As used in this code:

"Body art facility" means the specified building, section of a building or vehicle in which a practitioner performs, or demonstrates for the purpose of instruction, body art, including reception areas, the procedure area, and the decontamination and sterilization area. "Body art facility" does not include a facility that only pierces the ear with a disposable, single-use, pre-sterilized clasp and stud or solid needle that is applied using a mechanical device to force the needle or stud through the ear.

"Gambling" means staking or risking something of value upon the outcome of a contest of chance or a future contingent event not under a person's control or influence, upon an agreement or understanding that the individual or someone else will receive something of value in the event of a certain outcome.

"Gambling Device" means an instrumentality, contrivance, or apparatus reasonably designed and intended for the playing of a game for a reward of money or something of value for the player in which chance is a substantial factor.

"Person" means and includes any individual, firm, association, organization, partnership, business trust, corporation or company, and any municipal, political or governmental corporation, district, body or agency other than the city.

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DATE: July 16, 2019
TO: Mayor and City Council Members
FROM: Nils Bentsen, City Manager
BY: Melinda Sayre, City Clerk
SUBJECT: City Council Appointments to Outside Agencies

RECOMMENDED ACTION

It is recommended that the City Council review liaisons (both primary and alternate) to various outside agencies and re-appoint as desired.

BACKGROUND

Historically, the Council has reviewed the liaison assignments (both primary and alternate) to various outside agencies and City advisory committees on an annual basis in January.

At the June 18, 2019 City Council Meeting, the City Council reached consensus that appointments to outside agencies should be reviewed at a future meeting.

ISSUES/ANALYSIS

Individual City Council appointments are designed to help facilitate a better flow of information between the City Council, various outside agencies and staff.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENTS

1. 2019 Appointment Summary (reflecting current appointments January 2019 to December 2019)



City of Hesperia

2019 City Council Outside Agency & Committee Appointments

Agency/Committee Name	Representatives	Regular Meeting Schedule	Location/ Contact
League of California Cities (LOCC) Inland Empire & Desert Mountain Division	Primary – Cameron Gregg Alternate – Bill Holland	3 rd Friday bi-monthly at 10 a.m. Feb 8 th – Palmdale April 26 th – Bishop June 21 st – Mammoth Lakes August 16 th – Big Bear Lake Oct 16-18 th – Annual Conference at Long Beach November - TBD	League of California Cities, 1400 K Street, Suite 400, Sacramento 95814, 916.658.8200 / 916.658.8240 (fax) Laura Morales – 909.275.4110; lmorales@cacities.org
Mojave Desert Air Quality Management District (MDAQMD)	Primary – Rebekah Swanson Alternate – Cameron Gregg	Monthly, 4 th Monday, 10:00 a.m.	14306 Park Ave., Victorville Deanna Hernandez, Senior Executive Analyst, 760.245.1661 ext. 6244 dhernandez@mdaqmd.ca.gov
San Bernardino County Transportation Authority (SBCTA)	Primary – Bill Holland Alternate – Rebekah Swanson	Monthly, 1 st Wednesday, 10:00 a.m.	1170 W Third St, 1 st Floor Lobby Board Room, San Bernardino 92410 Vicki Watson, Clerk of the Board 909.884.8276, vwatson@gosbcta.com
Mountain/Desert Policy Committee		Monthly, 3 rd Friday, 9:30 a.m.	Mojave Desert Air Quality Management District 14306 Park Avenue, Victorville, 92392
San Bernardino County Solid Waste Task Force	Primary – Julie Ryan Alternate – Jeremiah Brosowske	April & October	Sam J Racadio Library Environmental Learning Center 7863 Central Ave. Highland CA 92346 Rhiannon Garza, Analyst, (909)386-8752 Rhiannon.Garza@DPW.sbcounty.gov
Victor Valley Economic Development Authority (VVEDA)	Primary – Rebekah Swanson Alternate – Jeremiah Brosowske	3 rd Wednesday in January, March, September at 4:30 p.m.	Location: SCLA Theatre, 18374 Phantom Victorville, 92394 Mail to: 14343 Civic Dr., Victorville CA 92392 Jennifer Thompson, Secretary to the Board 760.243.4773 JThompson@victorvilleca.gov
Victor Valley Transit Authority (VVTA)	Primary – Larry Bird Alternate – Rebekah Swanson	Monthly, 3 rd Monday, 9:30 a.m.	VVTA Conference Room A127 (Every 3 rd meeting in Barstow). 17150 Smoke Tree St., Hesperia CA 92345 Debi Lorrach, Clerk, 760-948-3262 x112; dlorrah@vvta.org
Victor Valley Wastewater Reclamation Authority (VWVRA)	Primary – Larry Bird Alternate – Bill Holland	Monthly, 3 rd Thursday, 7:30 a.m.	20111 Shay Rd., Victorville CA 92394 Kristi Casteel, 760.246.2896 ext 112, kcasteel@vwvra.com
Hesperia Chamber of Commerce Liaison	Larry Bird	Weekly Coffee, Friday 7:15 a.m. Monthly Luncheon, 3 rd Monday 12:00 p.m.	14321 Main St, CA Hesperia 92345 Christy Harris, Office Manager, 760.244.2135 christy@hesperiaccom.com
Hesperia Chamber of Commerce 2034 Committee	Primary – Cameron Gregg Alternate – Rachel Molina	TBD	TBD
Tri Agency Committee	Cameron Gregg & Rebekah Swanson (no primary role)	Monthly, 2 nd Wednesday, 3:30 p.m.	Location rotates on an annual basis
Council Liaison to Advisory & Internal Committees			
City Council Advisory Committee -	Primary - Jeremiah Brosowske Alternate - Rebekah Swanson	Jan, April, July & Oct, 2 nd Wednesday, 6:00 p.m.	City Council Chambers - Tina Bulgarelli/Susie Flores
Public Safety Advisory Committee	Primary – Cameron Gregg Alternate – Jeremiah Brosowske	Annually the 2 nd Tuesday in January, 6:00 p.m.	City Council Chambers – Stephanie McClure