

**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: February 4, 2020
REGULAR MEETING

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

CITY COUNCIL MEMBERS

Larry Bird, Mayor

Cameron Gregg, Mayor Pro Tem

Brigit Bennington, Council Member

William J. Holland, Council Member

Rebekah Swanson, Council Member

❖ - ❖ - ❖ - ❖ - ❖ - ❖ - ❖ - ❖

Nils Bentsen, City Manager

Eric L. Dunn, City Attorney



City of Hesperia

Council Chambers
9700 Seventh Avenue
Hesperia, CA 92345

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

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

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 Cameron Gregg
Council Member Brigit Bennington
Council Member William J. Holland
Council Member Rebekah Swanson*

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

1. One (1) case

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

1. Jeremiah Brosowske v City of Hesperia Case No. CIVDS1926015
2. Victor Valley Wastewater Reclamation Authority v. City of Hesperia (Claim for Damages)

CALL TO ORDER - 6:30 PM

A. Invocation

B. Pledge of Allegiance to the Flag**C. Roll Call**

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

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

1. Community Events Calendar

JOINT CONSENT CALENDAR

1. Page 5 Consideration of the Draft Minutes from the Regular Meeting held Tuesday, January 21, 2020

Recommended Action:

It is recommended that the City Council approve the Draft Minutes from the Regular Meeting held Tuesday, January 21, 2020.

Staff Person: City Clerk Melinda Sayre

Attachments: [Draft CC Min 2020-01-21](#)

2. Page 11 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.

Staff Person: Director of Finance Casey Brooksher

Attachments: [SR Warrant Run 2-4-2020](#)
[Attachment 1 - Warrant Runs](#)

3. Page 13 Purchase and Sale Agreement - APN 0410-182-10

Recommended Action:

It is recommended that the Commissioners of the Hesperia Housing Authority (HHA) adopt Resolution No. HHA 2020-001: (i) approving the "Agreement for the

Purchase and Sale of Real Property and Joint Escrow Instructions" (PSA) for real property located at the northwest corner of Olive and H, Assessor's Parcel Number 0410-182-10 (Property) by and between the Hesperia Housing Authority (Seller) and the San Bernardino County Fire Protection District, (Buyer); and (ii) authorizing the City Manager and Executive Director to make non-substantive, non-financial revisions if required; and (iii) authorizing City Manager and Executive Director to execute all documents necessary to consummate the transaction.

Staff Person: Economic Development Manager Rod Yahnke

Attachments: [SR Olive & H Purchase and Sale Agreement 2-4-2020](#)

[Resolution HHA 2020-01](#)

[Attachment 2 - Purchase and Sale Agreement](#)

NEW BUSINESS

4. Page 43 Consideration of the 2020 Legislative Platform

Recommended Action:

It is recommended that the City Council adopt the 2020 Legislative Platform and associated policy statements and funding priorities.

Staff Person: Assistant to the City Manager Rachel Molina

Attachments: [SR 2020 Legislative Platform 2-4-2020](#)

[Attachment 1 - 2020 Legislative Platform](#)

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

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

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

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, January 30, 2020 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, January 21, 2020

6:30 PM

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

CLOSED SESSION - 5:30 PM

Roll Call

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

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

1. Two (2) cases

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

1. Victor Valley Wastewater Reclamation Authority v. City of Hesperia (Claim for Damages)

CALL TO ORDER - 6:30 PM

A. Invocation by Bill Burnett of New Life Church

B. Pledge of Allegiance to the Flag

C. Roll Call

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

D. Agenda Revisions and Announcements by City Clerk - None

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

ANNOUNCEMENTS/PRESENTATIONS

1. Presentation to Employee of the Quarter for Field Staff to Ernie Montes, Senior Code Enforcement Officer by Mike Blay, Assistant City Manager
2. Presentation to Employee of the Quarter for Office Staff to Yvonne Kliwer, Office Assistant by Mark McKinley,

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

Bob Nelson commented on free speech at public meetings.

Daniel Krist commented on various community issues.

Al Vogler commented on weed abatement within the City.

JOINT CONSENT CALENDAR

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

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

Nay: 0

1. Consideration of the Draft Minutes from the Regular Meeting held Tuesday, January 7, 2020

Recommended Action:

It is recommended that the City Council approve the Draft Minutes from the Regular Meeting held Tuesday, January 7, 2020.

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 Hesperia Water District.

Sponsors: Director of Finance Casey Brooksher

3. Treasurer's Cash Report for the unaudited period ended November 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. Award Contract for Repairs to Manholes on Bear Valley Road C.O. No. 9022

Recommended Action:

It is recommended that the City Council award a contract to the lowest responsive/responsible bidder, Custom Homes, Inc. (CHI Construction) in the amount of \$49,500; approve an additional 10% contingency in the amount of \$4,950 for a total construction budget of \$54,450; approve the design of the project represented by the plans and specifications; and authorize the City Manager to execute the contract.

Sponsors: Assistant City Manager Michael Blay and Administrative Analyst Tina Bulgarelli

5. Memorandum of Understanding between the City of Hesperia and the Teamsters Local 1932 for the period of

February 1, 2020 through January 31, 2022

Recommended Action:

It is recommended that the City Council adopt Resolution No. 2020-003 and the Board of Directors of the Hesperia Water District adopt Resolution HWD 2020-02, approving the Memorandum of Understanding with the Teamsters Local 1932 (Teamsters Union).

Sponsors: Assistant City Manager Michael Blay and Assistant to the City Manager Rachel Molina

6. Phone System Update

Recommended Action:

It is recommended that the City Council authorize the City Manager to execute a contract with ConvergeOne in the amount of \$112,574 to update the City's phone system and related network hardware to a supported version.

Sponsors: Assistant to the City Manager Rachel Molina

7. Real Property Purchase and Sale Agreement - APN 0407-261-03, 04 & 20

Recommended Action:

It is recommended that the Hesperia Housing Authority (HHA) adopt Resolution No. HHA 2020-02 and the Hesperia Community Development Commission (CDC) adopt Resolution No. CDC 2020-01: (i) approving "Agreement for the Purchase and Sale Of Real Property and Joint Escrow Instructions" (Agreement) for real property located at the northwest corner of Ninth and Juniper, Assessor Parcel Numbers 0407-261-03, 04 & 20 (Property) by and between ZAB LLC, a California limited liability company (Buyer) and the Hesperia Housing Authority and Hesperia Community Development Commission (Seller); and (ii) authorizing the City Manager and Executive Director to execute all documents necessary to complete the transaction and adjust book value of properties accordingly.

Sponsors: Economic Development Manager Rod Yahnke

CONSENT ORDINANCES

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

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

Nay: 0

8. Amendments to Title 14 of Hesperia Municipal Code - Discontinuation of Residential Water Service

Recommended Action:

Place on second reading and adopt by title waiving the text of Ordinance No. 2020-02 amending Title 14 of the Hesperia Municipal Code to incorporate the provisions set forth in the Water Shutoff Protection Act - Senate Bill 998 and 2) the Council/Board adopt Joint Resolution No. 2020-02 and Hesperia Water District Resolution No. 2020-01, adopting a written policy on the Discontinuation of Residential Water Service for Nonpayment in compliance with Senate Bill 998.

Sponsors: Director of Finance Casey Brooksher

PUBLIC HEARING

9. Substantial Amendment to the Community Development Block Grant (CDBG) 2019-2020 Action Plan

Recommended Action:

It is recommended that the City Council: 1) Conduct a public hearing and upon accepting public testimony, adopt Resolution No. 2020-01 including any modifications or amendments thereto; 2) Approve a Substantial Amendment to the Community Development Block Grant ("CDBG") 2019-2020 Annual Action Plan ("Action Plan") by programming \$200,000 to the 2019-2020 Peach Avenue Drainage Improvement Project ("Drainage Project") and \$326,196 to the 2019-2020 Street Improvement Project ("Street Project"); 3) Approve 2019-20 FY Budget amendment and; 4) Authorize the City Manager and/or Economic Development Manager to execute and transmit all necessary documents, including the Substantial Amendment to the Action Plan, and any additional amendments, to assure the City's timely expenditure of CDBG funds.

Sponsors: Economic Development Manager Rod Yahnke

The public hearing was opened. There being no public testimony, the public hearing was closed.

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

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

Nay: 0

NEW BUSINESS

10. Appeal of Revocation of Business License No. BL-45284

Recommended Action:

It is recommended that the Council hear evidence and render a decision in the appeal of Business License No. BL-45284 for Supreme Smoke Shop.

Sponsors: Assistant City Manager Michael Blay and Administrative Analyst Tina Bulgarelli

Rafat Snoubar commented on item 10.

A motion was made by Gregg, seconded by Holland, that the revocation of the business license for Supreme Smoke Shop be upheld. The motion carried by the following vote:

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

Nay: 0

COUNCIL COMMITTEE REPORTS AND COMMENTS

Council Member Swanson commented on attendance at SBCTA meeting and the Martin Luther King Jr., holiday.

Council member Holland commented on attendance at the beam signing event for Kaiser Permanente, attendance at the upcoming MDAQMD meeting, and upcoming Youth in Government Day Event.

Council Member Bennington commented on attendance at the beam signing event for Kaiser Permanente, attendance at the Public Safety Advisory Committee (PSAC) meeting, requested that a special PSAC meeting be held in April and include Animal Control and Code Enforcement, attendance at the Tri-Agency meeting, and upcoming Clean Up Day on January 25.

Mayor Pro Tem Gregg commented on attendance at the Tri-Agency meeting, and upcoming Youth in Government Day Event.

Mayor Bird commented on attendance at VVTA meeting, the Cedar Middle School Career Day event, attendance at the VVWRA meeting, and commented on school sports.

CITY MANAGER/CITY ATTORNEY/STAFF REPORTS

None

ADJOURNMENT

7:16 p.m.

*Melinda Sayre,
City Clerk*

THIS PAGE LEFT INTENTIONALLY BLANK

City of Hesperia

STAFF REPORT



DATE: February 4, 2020

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
Anne Duke, Deputy Finance Director
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 Water District.

BACKGROUND

The Warrant Run totals represented below are for the period December 28, 2019 through January 10, 2020.

<u>Agency/District</u>	<u>Accounts Payable</u>	<u>Payroll</u>	<u>Wires</u>	<u>Totals</u>
City of Hesperia	\$1,919,038.61	\$237,995.24	\$0.00	\$2,157,033.85
Successor Agency	0.00	0.00	0.00	0.00
Housing Authority	6.00	257.63	0.00	263.63
Community Development Commission	217.75	6,308.17	0.00	6,525.92
Water	505,885.82	99,934.23	33,388.69	639,208.74
Totals	\$2,425,148.18	\$344,495.27	\$33,388.69	\$2,803,032.14

The wire amounts are as follows:

- \$24,060.80 to Bank of America, N.A. for Hesperia Water Swap Interest Payment.
- \$9,327.89 to U.S. Bank Trust N.A. for Hesperia Water 1998A Interest Payment.

ATTACHMENT(S)

1. Warrant Runs

City of Hesperia
WARRANT RUNS
12/28/2019 - 01/10/2020

FUND #	FUND NAME	W/E 1/3/2020	W/E 1/10/2020	WARRANT TOTALS	Wires	YEAR-TO DATE TOTALS *	PRIOR FY YTD DATE TOTALS
Accounts Payable							
100	GENERAL	\$ 22,845.10	\$ 1,445,299.46	\$ 1,468,144.56	\$ -	\$ 14,462,286.88	\$ 12,347,127.95
200	HESPERIA FIRE DISTRICT	\$ -	\$ 567.00	\$ 567.00	\$ -	\$ 1,267.00	\$ 348,951.74
204	MEASURE I - RENEWAL	\$ -	\$ -	\$ -	\$ -	\$ 198,959.45	\$ 260,011.40
205	GAS TAX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,795.00
207	LOCAL TRANSPORT-SB 325	\$ -	\$ -	\$ -	\$ -	\$ 271,333.84	\$ 201,251.43
209	GAS TAX-RMRA	\$ -	\$ -	\$ -	\$ -	\$ 1,495,086.16	\$ 24,895.99
210	HFPD (PERS)	\$ -	\$ -	\$ -	\$ -	\$ 874,510.00	\$ -
251	CDBG	\$ -	\$ 43,652.51	\$ 43,652.51	\$ -	\$ 750,022.58	\$ 143,031.48
254	AB2766 - TRANSIT	\$ -	\$ -	\$ -	\$ -	\$ 477,331.07	\$ 27,600.00
256	ENVIRONMENTAL PROGRAMS GRANT	\$ 38.01	\$ 967.82	\$ 1,005.83	\$ -	\$ 9,407.14	\$ 18,161.63
257	NEIGHBORHOOD STABILIZATION PROG	\$ -	\$ -	\$ -	\$ -	\$ 48,224.66	\$ 15,148.94
260	DISASTER PREPARED GRANT	\$ -	\$ -	\$ -	\$ -	\$ 1,318.08	\$ 4,795.97
263	STREETS MAINTENANCE	\$ 4,476.48	\$ 38,523.17	\$ 42,999.65	\$ -	\$ 1,114,695.17	\$ 1,208,367.36
300	DEV. IMPACT FEES - STREET	\$ -	\$ 7,531.36	\$ 7,531.36	\$ -	\$ 44,066.70	\$ 142,569.93
301	DEV. IMPACT FEES - STORM DRAIN	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 220,212.64	\$ 20,827.50
402	WATER RIGHTS ACQUISITION	\$ -	\$ 2,225.00	\$ 2,225.00	\$ -	\$ 1,021,140.04	\$ 1,030,554.10
403	2013 REFUNDING LEASE REV BONDS	\$ -	\$ -	\$ -	\$ -	\$ 563,794.37	\$ 559,827.92
501	CFD 91-3 BELGATE	\$ -	\$ -	\$ -	\$ -	\$ 837,793.25	\$ -
502	FIRE STATION BUILDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,790,888.41
504	CITY WIDE STREETS - CIP	\$ -	\$ -	\$ -	\$ -	\$ 214,640.05	\$ 22,567.23
509	CITY FACILITIES CIP	\$ -	\$ -	\$ -	\$ -	\$ 39,189.17	\$ 214,964.73
800	EMPLOYEE BENEFITS	\$ 129,126.99	\$ 215,164.97	\$ 344,291.96	\$ -	\$ 4,281,835.01	\$ 3,910,492.01
801	TRUST/AGENCY	\$ 2,674.52	\$ 2,221.05	\$ 4,895.57	\$ -	\$ 609,231.66	\$ 924,999.87
802	AD 91-1 AGENCY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367.50
804	TRUST-INTEREST BEARING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67.50
807	CFD 2005-1	\$ -	\$ 3,325.17	\$ 3,325.17	\$ -	\$ 25,194.50	\$ 812,265.72
808	HFPD (TRANSITION)	\$ -	\$ -	\$ -	\$ -	\$ 1,668,935.57	\$ -
	CITY	\$ 159,161.10	\$ 1,759,877.51	\$ 1,919,038.61	\$ -	\$ 29,230,474.99	\$ 29,034,531.31
160	REDEVELOP OBLIG RETIREMENT - PA1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,306,154.96
161	REDEVELOP OBLIG RETIREMENT - PA2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 426,569.15
162	REDEVELOP OBLIG RETIREMENT-HOUSING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,476,736.59
163	REDEVELOP OBLIG RETIREMENT-2018	\$ -	\$ -	\$ -	\$ -	\$ 7,752,150.38	\$ -
173	SUCCESSOR AGENCY ADMINISTRATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,005.00
	SUCCESSOR AGENCY	\$ -	\$ -	\$ -	\$ -	\$ 7,752,150.38	\$ 8,213,465.70
370	HOUSING AUTHORITY	\$ -	\$ 6.00	\$ 6.00	\$ -	\$ 50,291.64	\$ 95,879.11
	HOUSING AUTHORITY	\$ -	\$ 6.00	\$ 6.00	\$ -	\$ 50,291.64	\$ 95,879.11
170	COMMUNITY DEVELOPMENT COMMISSION	\$ 217.75	\$ -	\$ 217.75	\$ -	\$ 154,629.63	\$ 154,035.15
	COMMUNITY DEVELOPMENT COMMISSION	\$ 217.75	\$ -	\$ 217.75	\$ -	\$ 154,629.63	\$ 154,035.15
700	WATER OPERATING	\$ 111,812.81	\$ 146,554.60	\$ 258,367.41	\$ 33,388.69	\$ 3,716,732.37	\$ 4,699,746.40
701	WATER CAPITAL	\$ -	\$ 32,413.50	\$ 32,413.50	\$ -	\$ 1,885,618.55	\$ 3,819,586.65
710	SEWER OPERATING	\$ 358.14	\$ 213,450.27	\$ 213,808.41	\$ -	\$ 1,698,942.72	\$ 2,639,685.53
711	SEWER CAPITAL	\$ -	\$ 1,296.50	\$ 1,296.50	\$ -	\$ 59,109.55	\$ 64,510.70
	WATER	\$ 112,170.95	\$ 393,714.87	\$ 505,885.82	\$ 33,388.69	\$ 7,360,403.19	\$ 11,223,529.28
	ACCOUNTS PAYABLE TOTAL	\$ 271,549.80	\$ 2,153,598.38	\$ 2,425,148.18	\$ 33,388.69	\$ 44,547,949.83	\$ 48,721,440.55
REG. PAYROLL							
	City	\$ -	\$ 237,995.24	\$ 237,995.24	\$ -	\$ 3,359,451.84	\$ 3,342,630.86
	Housing Authority	\$ -	\$ 257.63	\$ 257.63	\$ -	\$ 3,979.03	\$ 30,748.54
	Community Development Commission	\$ -	\$ 6,308.17	\$ 6,308.17	\$ -	\$ 98,829.89	\$ 58,174.47
	Water	\$ -	\$ 99,934.23	\$ 99,934.23	\$ -	\$ 1,442,757.58	\$ 1,391,736.20
	PAYROLL TOTAL	\$ -	\$ 344,495.27	\$ 344,495.27	\$ -	\$ 4,905,018.34	\$ 4,823,290.07

* The year to date totals for this Warrant Report are for the 2019-20 fiscal year starting July 1, 2019.

City of Hesperia

STAFF REPORT



DATE: February 4, 2020
TO: Chair and Board Members, Hesperia Housing Authority
FROM: Nils Bentsen, City Manager and Executive Director
BY: Rod Yahnke, Economic Development Manager
SUBJECT: Purchase and Sale Agreement – APN 0410-182-10

RECOMMENDED ACTION

It is recommended that the Commissioners of the Hesperia Housing Authority (HHA) adopt Resolution No. HHA 2020-001: (i) approving the "Agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions" (PSA) for real property located at the northwest corner of Olive and H, Assessor's Parcel Number 0410-182-10 (Property) by and between the Hesperia Housing Authority (Seller) and the San Bernardino County Fire Protection District, (Buyer); and (ii) authorizing the City Manager and Executive Director to make non-substantive, non-financial revisions if required; and (iii) authorizing City Manager and Executive Director to execute all documents necessary to consummate the transaction.

ISSUES/ANALYSIS

The property is being purchased for a future fire station which will replace Station 302. Station 302 is located one block to the north of this property.

The San Bernardino County Board of Supervisors must approve the transaction before it can be consummated. It is scheduled to go before the Board of Supervisors at the March 10, 2020 Board meeting.

FISCAL IMPACT

The sale price for the 4.55 acres is Two Hundred Eighty-eight Thousand Dollars (\$288,000) less closing costs which will be paid out of sale proceeds at the close of escrow. The sales price was determined to be fair market value based on an appraisal completed October 25, 2018 by Smother's Appraisal.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Resolution No. HHA 2020-001
2. Purchase & Sale Agreement

RESOLUTION NO. HHA 2020-01

A RESOLUTION OF THE HESPERIA HOUSING AUTHORITY (HHA) OF THE CITY OF HESPERIA, CALIFORNIA (I) APPROVING A PURCHASE AND SALE AGREEMENT (PSA) FOR APN 0410-182-10 BY AND BETWEEN HHA AND SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT; (II) AUTHORIZING THE EXECUTIVE DIRECTOR MAKE NON-SUBSTANTIVE, NON-FINANCIAL REVISIONS IF REQUIRED; AND (III) AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE THE PSA AND ALL DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION

WHEREAS, the City of Hesperia (City), is a municipal corporation duly organized under the laws and Constitution of the State of California; and

WHEREAS, the Hesperia Community Redevelopment Agency (HCRA) was a public body, corporate and politic, organized and existing under Community Redevelopment Law (Health & Safety Code § 33000, *et seq.*) (CRL) responsible for the administration of redevelopment activities within the City of Hesperia; and

WHEREAS, the City Council of the City of Hesperia was recognized as the legislative body of the HCRA that authorized its creation based upon the need for it to transact business and exercise any powers in the community; and

WHEREAS, on June 28, 2011 Governor Jerry Brown signed into law ABx1 26 (Law) abolishing redevelopment in California and thereby setting forth the “winding down” of redevelopment agencies, the designation of successor agencies, and oversight boards; and

WHEREAS, the Law (a) amends, modifies, supplements, or eliminates Parts 1, 1.5, 1.6, and 1.7 of Division 24 of California Health & Safety Code, wherein redevelopment agencies were effectively dissolved February 1, 2012; and (b) established H&SC §34173 which sets forth the requirements for the designation and declaration of “successor agencies” which shall be vested with all the authority, rights, powers, duties and obligations of the former redevelopment agency and be obligated to discharge those functions set out in the amended laws and statutes created by the Law; and

WHEREAS, on April 5, 2011 & January 17, 2012 the City Council of the City of Hesperia adopted Resolution No. 2011-021 electing to serve as the successor agency of the HCRA and its low and moderate income housing functions and pursuant to H&SC §§ 34173 & 34176(a); and

WHEREAS, the City Council after making certain findings adopted Resolution No. 2011-022 established a housing authority to transact business and exercise powers in the City of Hesperia pursuant to California Housing Authorities Law hereinafter “Hesperia Housing Authority” or “HHA;” and

WHEREAS, incorporated within Resolution No 2011-022 the City, as Successor Agency to the HCRA ceded all of the housing activities, functions, powers, and obligations it assumed when it elected to become the Successor Agency of the HCRA plus all assets, including real and personal property, cash and cash equivalents, bond proceeds, and all amounts in the HCRA’s and VVEDA’s Low and Moderate Income Housing Funds (LMIHF), of the HCRA and VVEDA to the HHA; and

WHEREAS, the HHA obtained all rights, title and interest to a specific parcel of real property within the HCRA's Project Area specifically Assessor's Parcel Number 0410-182-10 (Property) pursuant to a litigation settlement as evidenced by Grant Deed recorded on April 11, 2014, document number 2014-0130160; and

WHEREAS, the lawsuit and pending contingent liability was included on the Recognized Obligation Payment Schedule 2013-14B (Line Item #33) and was approved by Department of Finance on November 14, 2013 as a part of the HCRA wind-down process; and

WHEREAS, San Bernardino County Fire Protection District (Buyer) has expressed interest in purchasing the Property to develop a fire station.

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

- Section 1. The facts set forth above in this Resolution are true and correct.
- Section 2. Housing Authorities Law (H&SC §§ 34000 *et seq.*), specifically Section 34315(e) authorizes a housing authority, in this case the HHA, to sell or dispose of any real property or interest in it.
- Section 3. That the Property is held by the HHA for the purpose of exchange and therefore is not subject to the Surplus Property Land Act, Government Code §§ 54220 *et seq.* nor H&SC §34315.7.
- Section 4. That the sale of the Property is exempt from H&SC §33433 inasmuch as its conveyance is not in furtherance of the redevelopment plan or implementation plan (H&SC §33490) of the dissolved HCRA, in part due to the findings in Sections 2 and 3 of this Resolution.
- Section 5. That the Property is held for investment purposes pursuant to H&SC §34316(a). Furthermore, the redevelopment plan and implementation plan of the HCRA cannot be amended with the addition of H&SC §34164 to California Redevelopment Law.
- Section 6. That the Property was recognized by the Department of Finance as an enforceable obligation pursuant to approval of the 2013-14B ROPS on November 14, 2014.
- Section 7. As promulgated by H&SC §34320 no other laws, including SB 470 and SB 341) concerning disposition of property by other public bodies is applicable to a housing authority unless specifically so stated by the Legislature. Therefore, the Board of the HHA find that they have the authority and desire, without reservation to dispose of the property in their sole and absolute discretion.
- Section 8. The HHA hereby approves the Purchase and Sale Agreement (PSA) for sale of Property to San Bernardino County Fire Protection District and

hereby authorizes the City Manager/Executive Director, or his designee, to execute PSA on behalf of the HHA.

- Section 9. That the proceeds of the sale of the Property shall be expended in compliance with H&SC §§ 34315.3 & 34176.1 or any other laws governing the use of housing assets transferred to the HHA as a result of the chaptering of ABx1 26 & AB 1484.
- Section 10. The City Manager/Executive Director, or their designee, is hereby authorized and directed to take any appropriate action consistent with the purposes of this Resolution and the PSA approved hereby to carry out the PSA and any subsequent amendments thereto on behalf of the HHA.
- Section 11. If any section, sentence, clause or phrase of this resolution is determined to be invalid, void or unconstitutional by a decision or order of a court of competent jurisdiction, then such decision or order shall not affect the validity or enforceability of the remaining portions of this resolution, and this HHA hereby declares that it would have passed the remainder of this resolution if such invalid portion thereof had been declared invalid or unconstitutional.
- Section 12. This activity is not a “project” and therefore exempt from CEQA pursuant to CEQA Guidelines §15060(c)(3).
- Section 13. This Resolution shall go into effect immediately upon its adoption.
- Section 14. The City Clerk shall certify to the passage and adoption hereof and enter it into the book of official resolutions for the HHA.

ADOPTED AND APPROVED this 4th day of February, 2020 by the following vote:

Larry Bird, Mayor/Chair

ATTEST:

Melinda Sayre, City Clerk/Secretary

ATTACHMENT 2

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into as of _____, 2020 (“**Agreement Date**”), which is defined as the date the last of the parties executes this Agreement, between the Hesperia Housing Authority, a public body, corporate and politic (“**SELLER**”), and the San Bernardino County Fire Protection District a California special district (“**BUYER**”).

RECITALS

- A. SELLER is the owner of the fee simple interest in certain unimproved real property containing approximately 4.55 acres identified as Assessor’s Parcel Number 0410-182-10 (“**Property**”) and located approximately at the northwest corner of Olive Street and H Avenue in the City of Hesperia, County of San Bernardino, California, and which is legally described on **Exhibit A** and depicted on **Exhibit B**.
- B. BUYER desires to acquire the Property from SELLER.
- C. SELLER agrees to sell and BUYER agrees to purchase, the Property.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

- 1. **EFFECTIVE DATE.** This Agreement shall be effective upon the last of the parties to execute this Agreement after a public meeting by each party approving same (“**Effective Date**”).
- 2. **PURCHASE AND SALE OF THE PROPERTY.**

Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, SELLER agrees to sell to BUYER, and BUYER agrees to purchase from SELLER in AS-IS condition, the Property herein described together with:

- (a) All privileges, rights, easements, appurtenances belonging to the Property excepting any dedications, easements or other right-of-way reserved of record;
- (b) Any development rights and air rights appurtenant to the Property;
- (c) Any minerals, oil, gas, and other hydrocarbon substances on and under the Property subject to any exceptions set forth on the Grant Deed or recorded against Property;
- (d) All right, title and interest of SELLER in and to any streets, alleys, passages, water and sewer taps, sanitary or storm drain capacity or reservations and rights under utility agreements subject to Section 2(a) above, and other easements and rights-of-way

ATTACHMENT 2

including in, adjacent to or used in connection with the beneficial use and enjoyment of the Property.

SELLER shall convey the Property to BUYER by a Grant Deed in the form attached as **Exhibit C** ("Grant Deed").

3. **OPENING OF ESCROW.**

Within five (5) business days after SELLER's receipt of a copy of the fully executed (by both BUYER and SELLER) Agreement, the parties shall open an escrow ("**Escrow**") with the Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date the executed Agreement is delivered to Escrow Holder ("**Opening of Escrow**"). The Escrow Holder shall be Lawyers Title Company, at 1080 Foothill Blvd., Ste. 108, Rancho Cucamonga, CA 91730. The Escrow Officer shall be Carolyn Lamascus, who can be contacted at (909) 660-8888. If Escrow is not opened within five (5) days after the Effective Date, SELLER shall have the right to terminate this Agreement upon written notice to BUYER and Escrow Holder.

4. **PAYMENT OF PURCHASE PRICE.**

4.1 Deposit. Within fifteen (15) business days of the opening of escrow, BUYER shall deliver to SELLER the sum of One Hundred Dollars (\$100.00) ("**Deposit**"), as consideration for BUYER's right to purchase the Property pursuant to this Agreement. The Deposit shall be applicable to the Purchase Price.

4.2 Purchase Price. The purchase price payable by BUYER to SELLER for the Property is the sum of TWO HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$288,000.00) ("**Purchase Price**").

4.3 Payment of Purchase Price. On the day preceding Close of Escrow, BUYER shall deposit the balance of the Purchase Price with Escrow Holder.

4.4 Good Funds. All funds to be deposited in Escrow shall be by means of a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

5. **DUE DILIGENCE REVIEW.**

5.1 Inspections. Pursuant to Section 5.2; BUYER and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**BUYER's Agents**") shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period (or earlier termination of this Agreement) for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests.

5.2 Right to Enter the Property. Prior to entry onto the Property, BUYER shall (i) notify SELLER of the date and purpose of each intended entry together with the names and affiliations of the persons entering the Property; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property

ATTACHMENT 2

during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) allow an employee of SELLER to be present at SELLER's election; (v) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (vi) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (vii) provide to SELLER prior to initial entry a certificate of insurance evidencing that BUYER has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) which insurance names SELLER as additional insured; (viii) return the Property to substantially its original condition following BUYER's entry; (ix) provide SELLER copies of all studies, surveys, reports, investigations and other tests derived from any with the right to use same ("Reports"); and (x) to take the Property at closing subject to any title exceptions caused by BUYER exercising this right to enter.

The parties agree that breach of any Property entry or restoration conditions in this Section shall constitute a material breach of this Agreement.

5.3 Due Diligence Period. The "Due Diligence Period" shall mean the sixty (60) day period following the Effective Date. All inspections shall be performed by BUYER at BUYER's sole cost and expense. Within five (5) days after the Effective Date, SELLER shall deliver to BUYER copies of all plans, surveys, specifications, studies, reports, test results, and other documents pertaining to the physical, geological, or environmental condition of the Property that is in the possession of SELLER and set forth on **Exhibit D** ("Property Documents"). BUYER acknowledges that SELLER has not made nor makes any warranty or representation regarding the truth, accuracy or completeness of the Property Documents or the source(s) thereof. SELLER has not undertaken any independent investigation as to the truth, accuracy or completeness of the Property Documents and any Property Documents it provides to BUYER are provided solely as an accommodation to BUYER and it is BUYER's responsibility to verify the accuracy, completeness, and veracity of the Property Documents. SELLER expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Property Documents, or in any other written or oral communications transmitted or made available to BUYER. BUYER shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental and economic condition including the presence of Hazardous Materials, compliance or lack of compliance with any law, ordinance, order, permit or regulation, the Property's suitability for BUYER's intended use, or any other attribute or matter relating thereto.

5.4 Indemnity for Entry. BUYER agrees to indemnify, and hold SELLER free and harmless from and against any and all losses, damages, liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which SELLER may suffer or incur as a consequence of BUYER's exercise of the license granted pursuant to Section 5.2 or any act or omission by BUYER, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under BUYER (except SELLER and its agents) with respect to the Property during the term of this Agreement including any claims relating to the payment of

ATTACHMENT 2

prevailing wages, excepting any and all losses, damages, liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by BUYER of any hazardous materials or other conditions and excepting to the extent such claims arise out of the negligence or misconduct of SELLER. BUYER's obligations under this Section shall survive termination of this Agreement for any reason.

5.5 Natural Hazard Disclosure Report. Within five (5) days of the Opening of Escrow, Escrow Holder shall order a commercial natural hazard disclosure report with environmental disclosures from Disclosure Source ("**NHD Report**") and deliver a copy thereof to both BUYER and SELLER.

5.6 Due Diligence Termination Right. If BUYER is not satisfied with the Property for any reason, BUYER may terminate this Agreement by giving written notice of termination to SELLER with a copy to Escrow Holder ("**Due Diligence Termination Notice**") on or before the expiration of the Due Diligence Period. In the event that BUYER fails to deliver BUYER's Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, BUYER shall have conclusively been deemed to have approved its due diligence investigation of the Property and waived its right to terminate this Agreement pursuant to this Section.

5.7 Review of Title. Following the Effective Date of this Agreement, Escrow Holder shall order a preliminary title report, File No. 619672328, issued by Peggy Jones (951) 774-0825 from Lawyers Title Company –located at 3480 Vine Street, Suite 300, Riverside, CA 92507 ("**Title Company**") together with copies all underlying title documents and a plotting of easements (collectively, the "**Preliminary Title Report**"). Escrow Holder shall provide a copy of the Preliminary Title Report to both parties. BUYER shall have the right to obtain a survey of the Property from a licensed surveyor sufficient to obtain an ALTA extended coverage owner's title insurance policy and provide a copy to SELLER ("**Survey**"). BUYER'S review period for the Preliminary Title Report and the Survey shall mean the period of thirty (30) days following the Effective Date ("**BUYER's Title Review Period**"). At any time during BUYER'S Title Review Period, BUYER shall notify SELLER in writing ("**BUYER's Title Notice**") of any objections BUYER may have to title exceptions or other matters contained in the Preliminary Title Report or Survey ("**Title Objections**"). If BUYER does not give such notice by the expiration of BUYER's Title Review Period, such failure shall conclusively be deemed to be BUYER's approval of those matters. If BUYER does timely provide BUYER's Title Notice with Title Objections, SELLER shall have ten (10) days after receipt thereof to notify BUYER that SELLER (a) will endeavor to cause; or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to BUYER. SELLER's failure to notify BUYER within such ten (10) day period as to any Title Objections that SELLER is willing to endeavor to cure or cause to be insured over shall be deemed an election by SELLER not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If SELLER notifies or is deemed to have notified BUYER that SELLER shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, BUYER shall have five (5) business days after the expiration of SELLER's preceding ten (10) business day period to respond to either (a) terminate this Agreement, or (b) waive such Title Objections and proceed to Closing, without any reduction in the Purchase Price on account of such Title Objections. If

ATTACHMENT 2

BUYER does not give notice within said period, BUYER shall be deemed to have elected to waive the Title Objections pursuant to this Section.

BUYER shall have the right to request any update to the Preliminary Title Report or the Survey, and if any such update discloses any new materially adverse title or survey matters not disclosed to BUYER prior to the expiration of BUYER's Title Review Period, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for BUYER to deliver BUYER's Title Notice with respect to such new title matter shall be the later of (i) expiration of BUYER's Title Review Period, or (ii) three (3) business days from receipt of the supplemental title report or survey and the underlying document(s) referenced therein.

At the Closing, the Title Company shall issue an ALTA non-extended owner's policy of title insurance with coverage in the amount of the Purchase Price and showing BUYER as the vested title holder subject to the Approved Title Exceptions and any exception resulting from BUYER's entry onto the Property pursuant to Section 5.2 ("**Title Policy**"). Provided that BUYER provides, at its sole cost and expense, the Survey to the Title Company, the BUYER may require that an ALTA extended coverage owner's title insurance policy be issued to it at Closing.

6. CLOSING.

6.1 Closing Date. The Close of Escrow shall occur not later than thirty (30) days following the expiration of the Due Diligence Period ("**Closing Date**"). The terms "**Close of Escrow**", "**Closing**" and "**Closing Date**" are used herein to mean the time that SELLER's Grant Deed is recorded in the Official Records of San Bernardino County.

6.2 Executive Director Authority. SELLER by its execution of this Agreement agrees that the Executive Director of SELLER or his designee (who has been designated by Executive Director's written notice delivered to BUYER and Escrow Holder) shall have the authority to execute documents on behalf of SELLER including, but not limited to, providing extensions of the Closing provided same do not cumulatively exceed one hundred eighty (180) days.

7. ESCROW.

7.1 Escrow Instructions. Sections 1, 2, 3, 4, 5.5, 5.7, 6, 7, 8 and 12 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, BUYER and SELLER agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail as between BUYER and SELLER. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. BUYER and SELLER will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. BUYER and SELLER agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow. All funds received in this Escrow shall be

ATTACHMENT 2

deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Southern California and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

7.2 Deliveries by SELLER. On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, SELLER shall deliver to Escrow Holder:

- i. The Grant Deed executed and acknowledged by SELLER;
- ii. An original of the Closing Statement described in Section 7.4, executed by SELLER; and
- iii. All other documents reasonably required by Escrow Holder or the Title Company to carry out and close the Escrow pursuant to this Agreement.

7.3 Deliveries by BUYER. On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, BUYER shall deliver to Escrow Holder all of the following:

- (i) The Purchase Price,
- (ii) A certificate of acceptance executed by BUYER to be attached to the Grant Deed ("**Certificate of Acceptance**");
- (iii) The escrow costs and prorations for which BUYER is responsible pursuant to this Agreement;
- (iv) An original of the Closing Statement described in Section 7.4, executed by BUYER, and
- (v) All other documents reasonably required by Escrow Holder or the Title Company to carry out and close the Escrow pursuant to this Agreement.

7.4 Closing Statement. No later than two (2) business days prior to the Closing Date, Escrow Holder shall prepare for approval by BUYER and SELLER a closing statement ("**Closing Statement**") on Escrow Holder's standard form indicating, among other things, Escrow Holder's estimate of all closing costs and prorations pursuant to this Agreement.

7.5 Closing, Recording and Disbursements. On the Closing Date, and provided all of SELLER Conditions to Closing and BUYER Conditions to Closing set forth in Section 8 of this Agreement have been satisfied or waived in writing by the appropriate party, Escrow Holder shall take the following actions:

- (a) *Recording.* Escrow Holder shall cause the Grant Deed to be recorded with the Recorder's Office in San Bernardino County, California which shall be returned directly to BUYER.

ATTACHMENT 2

(b) *Delivery of Funds.* Escrow Holder shall deliver the Purchase Price to SELLER by wire transfer as provided in written instructions to be furnished to Escrow Holder by SELLER prior to the Close of Escrow.

7.6 Real Property Taxes. Real property taxes will not be prorated between SELLER and BUYER in Escrow as both entities are exempt from real property taxes under California Law.

7.7 Payment of Costs.

7.7.1 *Title Costs.* BUYER shall pay for all costs for the Title Policy.

7.7.2 *Recording Fees.* No recording fees shall be paid for recordation of the Grant Deed as BUYER as a governmental entity is exempt from same.

7.7.3 *Escrow Fees.* All escrow fees shall be paid by BUYER; provided, however, that if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting party shall bear all Escrow cancellation charges.

7.7.4 *Documentary Transfer Taxes.* Documentary Transfer Taxes shall be paid by SELLER.

7.7.5 *Other Costs and Fees.* All other costs and expenses of Escrow not specifically allocated in this Agreement shall be allocated between BUYER and SELLER in accordance with customary practice in San Bernardino County. BUYER and SELLER shall each be responsible for their respective attorneys' fees and costs for this Agreement.

7.8 Information Report. Escrow Holder shall file and SELLER and BUYER agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. SELLER and BUYER also agree that SELLER and BUYER, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither SELLER nor BUYER shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

8. CONDITIONS TO CLOSE OF ESCROW.

8.1 Conditions to SELLER Obligations. In addition to any other condition set forth in this Agreement in favor of SELLER, SELLER shall have the right to condition its obligation to convey the Property to BUYER and close the Escrow upon the satisfaction, or written waiver

ATTACHMENT 2

by SELLER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**SELLER Conditions to Closing**”):

(a) ***Delivery of Document and Funds.*** BUYER shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by BUYER in order to accomplish the close of Escrow for the Property.

(b) ***Certificate of Acceptance.*** BUYER shall have executed and delivered to Escrow Holder the Certificate of Acceptance to be attached to the Grant Deed prior to recordation.

(c) ***Purchase Price.*** BUYER shall have deposited with Escrow Holder the Purchase Price and all other costs for which BUYER is responsible to pay and all other sums required of BUYER by this Agreement.

(d) ***Title Policy.*** The Title Company is unconditionally and irrevocably committed to issue the Title Policy to BUYER at Closing.

(e) ***Representations and Warranties.*** All representations and warranties made by BUYER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(f) ***No Default under the Agreement.*** BUYER shall not be in material default of any of its obligations under this Agreement and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

8.2 Conditions to BUYER's Obligations. In addition to any other condition set forth in this Agreement in favor of BUYER, BUYER shall have the right to condition its obligation to purchase the Property and close the Escrow upon the satisfaction, or written waiver by BUYER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**BUYER Conditions to Closing**”):

(a) ***Delivery of Documents and Funds.*** SELLER shall have executed and deposited into Escrow the Grant Deed.

(b) ***Title Policy.*** The Title Company is unconditionally and irrevocably committed to issue the Title Policy to BUYER at Closing.

(c) ***Condition of Property.*** The condition of the Property on the Closing Date shall be in the substantially the same condition as it existed at the time the appraisal for the Property was performed by Smothers Appraisal on October 23, 2018 (date of appraisal inspection).

(d) ***Representations and Warranties.*** All representations and warranties made by SELLER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

ATTACHMENT 2

(e) ***No Default under Agreement.*** SELLER shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

8.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by BUYER or SELLER, each party shall use its diligent reasonable efforts, in good faith, and at its own cost, to satisfy such condition.

8.4 Waiver of Conditions. SELLER may at any time or times, at its election, waive any of SELLER Conditions to Closing set forth in Section 8.1 to its obligations hereunder, but any such waiver shall be effective only if contained in writing and signed by SELLER and delivered to BUYER. BUYER may at any time or times, at its election, waive any of BUYER Conditions to Closing set forth in Section 8.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing and signed by BUYER and delivered to SELLER.

8.5 Escrow Termination. In the event each of SELLER Conditions to Closing set forth in Section 8.1 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by SELLER pursuant to Section 8.3, and provided SELLER is not in default of this Agreement, SELLER may, at its option, terminate this Agreement and the Escrow opened hereunder. In the event that each of BUYER Conditions to Closing set forth in Section 8.2 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by BUYER pursuant to Section 8.3, and provided BUYER is not in default of this Agreement, BUYER may at its option terminate this Agreement and the Escrow. No termination under this Agreement shall release either party then in default from liability for such default.

9. REPRESENTATIONS AND WARRANTIES.

9.1 SELLER Representations and Warranties. To SELLER's actual knowledge, SELLER hereby makes the following representations and warranties to BUYER, each of which is material and relied upon by BUYER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date:

(a) SELLER execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which SELLER are a party or by which it is bound.

(b) There are no pending, actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property.

(c) SELLER has not received any notices of, and has no knowledge of, any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Property.

9.2 BUYER's Representations and Warranties. BUYER hereby makes the following representations and warranties to SELLER, each of which is material and relied upon by SELLER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date:

ATTACHMENT 2

(a) BUYER has the full right, power and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by BUYER has been fully authorized by all requisite actions on the part of BUYER.

(b) BUYER's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which BUYER is a party or by which it is bound.

(c) BUYER is not the subject of a current or pending bankruptcy proceeding.

10. **AS-IS SALE; RELEASE OF SELLER AS TO PROPERTY CONDITION.**

BUYER acknowledges that it will be given an adequate opportunity to review and inspect all aspects of the Property during the Due Diligence Period. Except as set forth in Section 9.1, SELLER make no representation or warranty of any kind as to the physical or environmental condition of the Property or in connection with any matter, report or information relating to the condition of the Property, its value, fitness, use, zoning, entitlements, the existence of Hazardous Materials thereon, moratoriums, economic feasibility, developability or any other matter relating to BUYER's proposed use or development of the Property. BUYER shall, upon the Close of Escrow, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Property, including, without limitation, any Hazardous Materials located thereon and the condition of title thereto, whether or not such conditions would be disclosed by reasonable and diligent inspection. BUYER acknowledges and agrees that the purchase of the Property will be on the basis of BUYER's own investigation of the physical and environmental condition of the Property, including subsurface conditions, and BUYER's investigation of the status of zoning, maps and all other matters relating to entitlements. The foregoing disclaimers and waivers include, without limitation, topography, climate, air, water rights, utilities, present and future zoning, governmental restrictions, entitlement rights and obligations, and governmental conditions or development, soil, subsoil, environmental contamination, the purpose to which the property is suited, drainage, access to public roads, proposed routes or roads or extensions thereof or the availability of governmental permits or approvals of any kind. BUYER agrees that SELLER shall have no responsibility for any patent or latent defect or physical or environmental condition of the Property, whether or not known or discovered, and BUYER accepts all such responsibility. The Property is being transferred and sold "AS-IS," "WHERE-IS," "WITH ALL FAULTS" without representation or warranty expressed or implied by SELLER, by operation of law, or otherwise except as otherwise expressly provided in this Agreement. SELLER expressly disclaims, which BUYER hereby acknowledges and accepts, any implied warranty of condition, habitability, merchantability, or fitness for a particular purpose or use.

Except for claims for a breach of the representations and warranties of SELLER provided in this Agreement and claims under CERCLA, BUYER for itself and on behalf of each of its successors (collectively, the "**Releasors**") by this general release of known and unknown claims (this "**Release**") hereby irrevocably and unconditionally release and forever discharge SELLER and its officers, officials, employees, agents, and representatives (collectively, the "**Releasees**") or any of them, from and against any and all claims, damages, losses, costs, liabilities, fees or

ATTACHMENT 2

expenses, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which any of the Releasors now have, own, hold, or claim to have had, owned, or held, against any of the Releasees arising from, based upon or related to, whether directly or indirectly any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, the physical condition and quality of the Property or the presence of Hazardous Materials in, on, about or under the Property. BUYER acknowledges that it is assuming the risk of such unknown and unanticipated claims and agrees that this release applies thereto, and expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BUYER’s Initials: _____

As used in this Agreement, the following terms shall have the meaning ascribed below:

“Environmental Law” shall mean all applicable past, present or future federal, state and local statutes, regulations, directives, ordinances, and rules, which pertain to environmental matters, contamination of any type whatsoever, or health and safety matters, as such have been amended, modified or supplemented from time to time (including any present and future amendments thereto and re-authorizations thereof), including, without limitation, those relating to: (a) the manufacture, processing, distribution, presence, release, generation, use, handling, assessment, investigation, study, monitoring, removal, remediation, cleanup, treatment, storage, transportation or disposal of Hazardous Materials; (b) air, soil, surface, subsurface, surface water and groundwater; (c) the operation and closure of underground storage tanks; (d) health and safety of employees and other persons; and (e) notification and record keeping requirements relating to the foregoing. Without limiting the above, Environmental Laws also include the following: (a) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended (“CERCLA”); (b) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), as amended (“RCRA”); (c) the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (d) the Clean Water Act (33 U.S.C. §§1251 et seq.), as amended; (e) the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended; (f) the Hazardous Materials Transportation Act (49 U.S.C. §§ 5101 et seq.), as amended; (g) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (h) the Federal Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (i) the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.); (j) the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as amended; and (k) any state, county, municipal or local statutes,

ATTACHMENT 2

laws or ordinances similar or analogous to (including counterparts of) any of the statutes listed above.

“Hazardous Material(s)” includes, without limitation, any hazardous or toxic material, substance, irritant, chemical, or waste, including without limitation (a) any material defined, classified, designated, listed or otherwise considered under any Environmental Law, including, without limitation, as defined in California Health & Safety Code Section 25260, as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous waste,” “acutely hazardous waste,” “radioactive waste,” “biohazardous waste,” “pollutant,” “toxic pollutant,” “contaminant,” “restricted hazardous waste,” “infectious waste,” “toxic substance,” or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (b) any material, substance or waste which is toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local governmental authority, any agency of the State of California or any agency of the United States Government, (c) asbestos, and asbestos containing material, (d) oil, petroleum, petroleum based products and petroleum additives and derived substances, (e) urea formaldehyde foam insulation, (f) polychlorinated biphenyls (PCBs), (g) freon and other chlorofluorocarbons, (h) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (i) mold, fungi, viruses or bacterial matter, and (j) lead-based paint.

11. **DEFAULTS.**

11.1 **BUYER’s Default.**

BUYER shall be deemed to be in Default under this Agreement if BUYER fails, for any reason other than SELLER's default under this Agreement or the failure of a condition precedent to BUYER’s obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by BUYER) by reason of BUYER's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until SELLER has given BUYER written notice of the Default, and BUYER has failed to cure such Default within five (5) days after the receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing).

THIS PROVISION DOES NOT APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.

SELLER’S INITIALS: _____

BUYER’S INITIALS: _____

11.2 **SELLER’s Default.**

SELLER shall be deemed to be in Default under this Agreement if SELLER fails, for any reason other than BUYER's Default under this Agreement or the failure of a condition precedent to SELLER's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner

ATTACHMENT 2

required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by SELLER) because of SELLER's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until BUYER has given SELLER written notice of the Default, and SELLER has failed to cure such Default within five (5) days after receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing).

If SELLER fails to cure a Default, BUYER's sole remedy shall be to terminate this Agreement and recover the Deposit.

11.3 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default (subject to the restriction on BUYER's rights to recover monetary damages against SELLER set forth in the final clause of this sentence), or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall BUYER be entitled to obtain monetary damages of any kind from SELLER, including, but not limited to, for economic loss, lost profits, or any other economic or consequential damages of any kind. Such legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California.

11.4 Rights and Remedies are Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

11.5 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

12. MISCELLANEOUS.

12.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

ATTACHMENT 2

To SELLER: Hesperia Housing Authority
9700 Seventh Street
Hesperia, CA 92345
Attn: Nils Bentsen, Executive Director

With a copy to: Aleshire & Wynder LLP
3880 Lemon Street Suite 520
Riverside, CA 92501
Attn. Eric Dunn, Authority Counsel

To BUYER: County of San Bernardino
Attn: Real Estate Services Department
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other party written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

12.2 Relationship Between SELLER and BUYER. It is hereby acknowledged that the relationship between SELLER and BUYER is not that of a partnership or joint venture and that SELLER and BUYER shall not be deemed or construed for any purpose to be the agent of the other.

12.3 Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorney's fees directly arising from (i) any third party legal action against a party hereto and payable per Section 12.13 for real estate brokerage commissions; and (ii) the release and indemnity provisions per Section 5.4, and in those cases, the prevailing party shall have the right to recover its reasonable attorney's fees from the other party..

12.4 Successors and Assigns. This Agreement shall bind and inure to the benefit of SELLER and BUYER and their respective successors and permitted assigns.

12.5 Assignment. BUYER has no right to assign this Agreement without the prior written consent of SELLER in its sole and absolute discretion.

12.6 Entire Agreement, Waivers. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged.

ATTACHMENT 2

12.7 Amendment. Any amendment or modification to this Agreement must be in writing and executed by SELLER and BUYER.

12.8 Prohibited Persons and Transactions. BUYER represents to SELLER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

12.9 Computation of Time. In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday or Sunday, such action shall be taken on the next succeeding business day. The term “holiday” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.

12.10 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict of interest principles.

12.11 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

12.12 Time. Time is of the essence in the performance of the parties’ respective obligations under this Agreement.

12.13 Real Estate Brokerage Commission. Upon the Close of Escrow, SELLER shall, at its sole cost, pay all brokerage commissions due to Coldwell Banker Commercial—RES, License No. 01857050 (“**SELLER’s Broker**”) pursuant to the terms of a separate agreement between SELLER and SELLER’s Broker (“**SELLER’s Commission Agreement**”). BUYER shall have no liability or obligation for payment of brokerage commissions to SELLER’s Broker. SELLER represents and warrants that SELLER has not had any contact or dealings regarding the Property through any other person representing SELLER who can claim a right to a commission or finder’s fee as a procuring cause of the sale of the Property other than SELLER’s Broker. Ron Barbieri, License No. 00344191 and Steven Thompson, License No. 01963261 (jointly, “**BUYER’s Agents**”). BUYER represents and warrants to SELLER that BUYER has not had any contact or dealings regarding the Property through any person representing BUYER other than BUYER’s Agents who can claim a right to a commission or finder’s fee as a procuring cause of the sale of the Property. If any other broker or finder asserts a claim for commission or finder’s fee based upon any contact or dealings with BUYER or SELLER, the party through whom the broker or finder makes his claim shall indemnify and hold harmless, the other party from such claim and all costs and expenses (including reasonable

ATTACHMENT 2

attorneys' fees) incurred by the other party as a result of such claim. The provisions of this Section 12.13 shall survive the Close of Escrow.

12.14 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.

12.15 Exhibits. Exhibits A, B, C and D attached to this Agreement are incorporated herein by this reference and made a part hereof.

13. BOARD OF SUPERVISORS APPROVAL: This Agreement is subject to and shall have no force or effect until and unless first approved by the Board of Supervisors for BUYER.

[SIGNATURES ON FOLLOWING PAGE]

ATTACHMENT 2

IN WITNESS WHEREOF, SELLER and BUYER have entered into this Agreement as of the date first set forth above.

REMINDER: SECTIONS 10 & 11.1 NEED TO BE INITIALED.

SELLER:

**HESPERIA HOUSING AUTHORITY,
a public body, corporate and politic**

By: _____
Larry Bird, Chair

Date: _____, 2020

ATTEST:

Melinda Sayre, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLP

By: _____
Eric Dunn
City Attorney

BUYER:

**SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT, a California
special district**

By: _____
Curt Hagman
Chairman, Board of Supervisors

Date: _____, 2020

**SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIR OF THE BOARD**

LYNNA MONELL,
Clerk of the Board of Supervisors

By: _____
_____, Deputy

Date: _____, 2020

APPROVED AS TO LEGAL FORM:

**Michelle D. Blakemore, County Counsel
San Bernardino County, California**

By: _____
Robert F. Messinger
Principal Assistant County Counsel

Date: _____, 2020

ATTACHMENT 2

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

LAWYERS TITLE COMPANY

_____, 2020

By: _____
Carolyn Lamascus, Escrow Officer

ATTACHMENT 2

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Hesperia, County of San Bernardino, State of California legally described as follows:

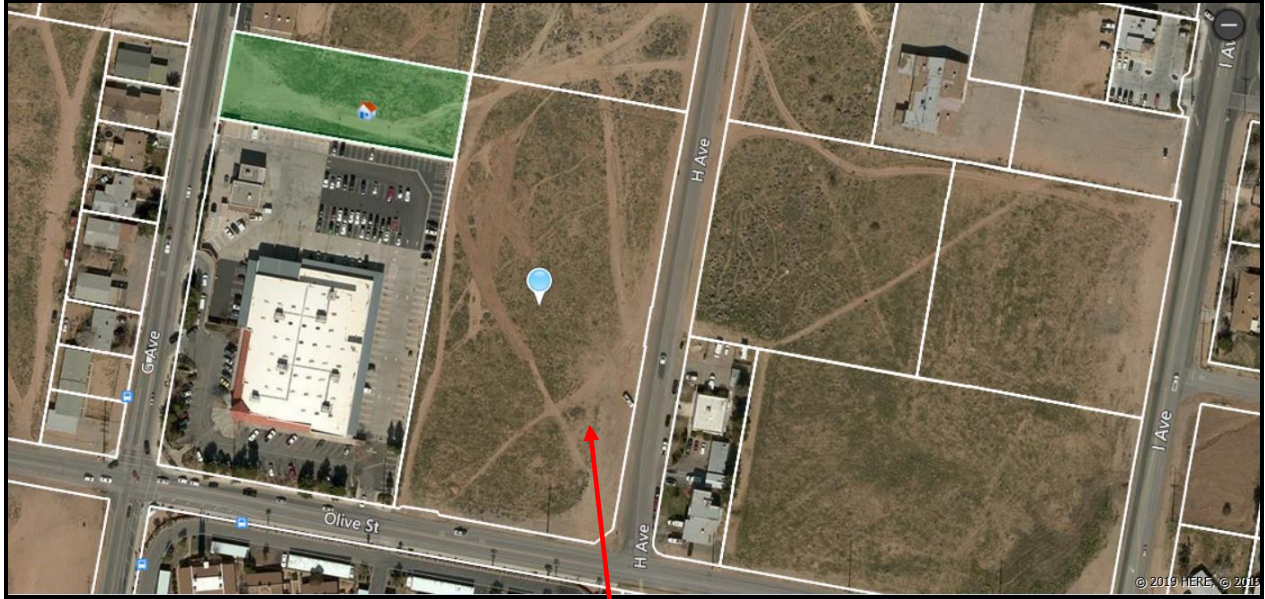
THE EAST ONE-HALF OF LOT B IN BLOCK 376, OF THE TOWN OF HESPERIA, AS SHOWN ON A PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 43, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA

APN: 0410-182-10-0-000

ATTACHMENT 2

EXHIBIT B

DEPICTION OF PROPERTY



**Property
APN 0410-182-10**

ATTACHMENT 2

EXHIBIT C

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of San Bernardino
Attn: Real Estate Services Department
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

RECORDER:

This instrument is for the benefit of the County of San Bernardino and is entitled to be recorded without fee (Govt. Code 6103)

APN. 0410-182-10

(Space Above This Line for Recorder's Office Use Only)

THE UNDERSIGNED GRANTOR DECLARES that the documentary transfer tax (computer on full value) is \$0.00
Conveyance to a Government Entity. R&T 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged , HESPERIA HOUSING AUTHORITY, a public body, corporate and politic ("**Grantor**") grants to the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, a California special district ("**Grantee**"), all of its rights, title, and interest in that certain real property in the City of Hesperia, County of San Bernardino, State of California, as more particularly described in Exhibit A attached hereto and incorporated by this reference ("**Property**").

Grantor has determined that the Property is not required for its foreseeable needs and it is being disposed of pursuant to the Health & Safety Code.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

GRANTOR:

ATTEST:

**HESPERIA HOUSING AUTHORITY,
a public body, corporate and politic**

Melinda Sayre, Authority Secretary

By: _____
Larry Bird, Chair

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLP

By: _____
Eric Dunn, Authority Attorney

ATTACHMENT 2

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Hesperia, County of San Bernardino, State of California legally described as follows:

THE EAST ONE-HALF OF LOT B IN BLOCK 376, OF THE TOWN OF HESPERIA, AS SHOWN ON A PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 43, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA

APN: 0410-182-10-0-000

ATTACHMENT 2



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within instrument to the County of San Bernardino, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent

Dated: _____

By: _____
Terry W. Thompson, Director
Real Estate Services Department

ATTACHMENT 2

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 201_ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

SEAL:

ATTACHMENT 2

EXHIBIT D

LIST OF PROPERTY DOCUMENTS.

NONE

THIS PAGE LEFT INTENTIONALLY BLANK

City of Hesperia

STAFF REPORT



DATE: February 4, 2020
TO: Mayor and Council Members
FROM: Nils Bentsen, City Manager
BY: Rachel Molina, Assistant to the City Manager
SUBJECT: Consideration of the 2020 Legislative Platform

RECOMMENDED ACTION

It is recommended that the City Council adopt the 2020 Legislative Platform and associated policy statements and funding priorities.

BACKGROUND

The City Manager's office is responsible for maintaining the annual Legislative Program which is intended to assist the City Council in the timely response to State and Federal legislative proposals that have the potential to impact the City of Hesperia. To increase the efficiency and effectiveness of the City's legislative advocacy program, the City Council adopts a Legislative Platform each year to serve as the foundation for the City's advocacy strategy.

The 2020 Legislative Platform outlines the City's priorities for the coming legislative year. Adopting the Legislative Platform provides clarity to the Mayor and City Manager on the City Council's position on priority legislative issues while simultaneously allowing for flexibility to adapt to the variety legislative and budgetary issues that arise throughout the year. The adoption also allows for the prompt submission of letters of support or opposition consistent with the platform to the Legislature and Congress on behalf of the City of Hesperia.

In addition to providing direction to the City Manager's Office for responding to legislation, grant and funding opportunities, the 2020 Legislative Platform also provides guidance to the City's Federal and State legislative advocates in representing the City's interests during the year.

ISSUES/ANALYSIS

The Legislative Platform is comprised of three components: the Legislative Platform Process, the Legislative Policy Statements, and the City Council Funding Priorities.

Because the Legislative Platform is a long term, multi-year effort that helps the City maintain a consistent approach in pursuing its legislative priorities, the Policy Statements and Council Funding Priorities are updated each year after review and input from Senior Management and the City's Federal and State legislative advocates.

The Policy Statements in the 2020 Legislative Platform emphasize preserving and protecting local control over city revenue, land use, economic development and other activities that benefit and enhance Hesperia.

City projects that are of the highest priority to the City, and that have the greatest potential for funding include the following:

- Transportation
 - Ranchero Corridor Widening Project
 - Main Street Widening and Aqueduct Bridge Construction
 - I Avenue Widening
 - Traffic Signals
- Flood Control
 - A-04 Corridor Flood Protection Program
 - Temecula Avenue Basin
- Sewer Improvements
 - Township Septic to Sewer

These projects will be included in the City's Priority Project book for the 2021 Federal Fiscal Year.

FISCAL IMPACT

The Legislative Platform is coordinated by the City Manager's Office. Costs for any necessary travel and other related expenses by Council Members and staff will be discussed during the City's budget process or on a case-by-case basis.

ALTERNATIVES

1. Provide alternative direction to staff

ATTACHMENT

1. 2020 Legislative Platform



City of Hesperia

2020 LEGISLATIVE PLATFORM

CITY COUNCIL

Larry Bird, Mayor

Cameron Gregg, Mayor Pro Tem

Brigit Bennington, Council Member

Bill Holland, Council Member

Rebekah Swanson, Council Member



2020 Legislative Platform Process

Purpose

The Legislative Platform summarizes City's core legislative principles to support advocacy efforts at the regional, state and federal level. Recognizing the importance of promoting City priorities and legislative initiatives, the legislative platform focuses on the City's commitment to service, community and economic development initiatives. Adopted annually, the Legislative Platform serves as a reference guide for urgent requests in support, against or neutral positions of a legislative proposal and provides direction for the City Council and staff throughout the year.

Guiding Principles

1. Preserve and Enhance Local Control

Support measures that preserve and protect the City's local authority to enact policy pertaining to local affairs. Oppose measures that seek to preempt local control without the occurrence of the City.

2. Maintain Fiscal Responsibility

Support measures that promote fiscal stability, predictability and financial independence at the local level. Support efforts that preserve and promote the City's ability to maintain and grow its revenue base. Oppose measures that diminish the City's revenue sources thereby threatening its ability to provide and maintain critical services.

3. Promote Economic Development

Support legislative efforts that are designed to provide local governments with the tools necessary to bolster economic development. Support legislation and regulatory streamlining initiatives that would enhance the City's ability to attract and retain businesses as well as encourage business expansion and job retention.

4. Support Funding Opportunities

Support measures that allow the City to compete for its fair share of regional, state and federal funding including competitive grants and other funding programs. Support initiatives that promote dedicated funding streams to cities for critical service areas.

5. Collaborate with Regional Partners

Support opportunities to work collaboratively with local and regional partners on areas of mutual interest. Maintain strong relationships with other municipalities, local transportation agencies, special districts, regional government agencies, local elected officials, school districts, and college boards.



Goals and Objectives

The primary objective is for the City Council to adopt official City positions on clearly stated legislative issues and to adopt a guideline for funding priorities at the start of the legislative session. The Legislative Platform also sets forth the City's legislative objectives for the 2020 legislative session and provides direction for our legislative advocates as they work to secure clear and strategic initiatives in Sacramento and Washington, D.C. By doing this, the legislative approval process is streamlined by eliminating the need for repetitive concurrence and direction from the City Council on previously approved issues.

A secondary objective is to implement a process that ensures the City Council provides input and direction on legislative issues that have not been previously reviewed by the City Council. This objective will ensure that staff will seek the Council's guidance on issues that are not contained within the City's adopted legislative platform.

With the dynamic growth of the City over the years and planned development in the future, the City's Legislative Platform is aimed at securing legislative policies and resources that will help the City manage this growth, fund critical infrastructure needs, keep the City safe and maintain and enhance the quality of life residents have come to enjoy.

Process

The following outlines the process that is used to develop and implement the various elements of the City of Hesperia's Legislative Platform:

1. Develop Legislative Policy Statements

Each year, the City Manager's Office submits the Legislative Platform with its proposed State and Federal Legislative Policy Statements compiled in accordance with the following:

- a. Input from Senior Management and City's legislative advocates.
- b. Research of current law and pending legislation.
- c. A review of legislative priorities and any other issues recommended by the League of California Cities, the National League of Cities, the City's legislative advocates, or any other agencies conducting legislative analysis and advocacy on behalf of cities.
- d. City's adopted Mission Statement and Values.
- e. Consideration of special, unique or changing interests of the City of Hesperia.

Staff will use the 2020 Legislative Policy Statements as a guiding policy when reviewing and analyzing bills that have an impact on the City's interests. The City will have discretion in determining which specific bills to take official positions on. Official City positions are not automatically assumed on bills simply due to their similarity with the policy statements contained within this document. Furthermore, the policies established within the platform do not preclude City Council consideration of additional legislative matters arising throughout the year that may be brought forward for City Council action.

2. Legislative Monitoring and Advocacy

The City Council recognizes that it is vital to the fiscal health and self-determination of the City to effectively communicate with State legislators and Federal representatives in order to favorably influence State and Federal legislation, regulations and funding requests. Legislative Advocates at the Federal and



State levels provide a useful service in the success of the City's legislative goals and objectives by providing the necessary communication link with our Congressional delegation and State legislators in order to further Hesperia's priority projects for funding consideration. To that end, funding for Legislative Advocates will be considered by the City Council on an annual basis.

Upon the Legislative Platform's adoption, the City Manager's Office will exercise day-to-day oversight of legislative matters. Staff will monitor and review State and Federal legislation and write letters, contact legislators, or otherwise communicate the City's position, as warranted. The City Manager is authorized to send such letters on adopted legislative positions, along the following lines:

- **Support:** Legislation that the City should support as drafted.
- **Oppose:** Legislation that the City should oppose as drafted.
- **Oppose Unless Amended:** Legislation the City should oppose unless amended.
- **No Position or Watch:** Legislation that the City does not take a formal position on, but continues to monitor for progress.

3. Staff Responsibilities in the Legislative Process

In addition to coordinating formal action through the City Council, City staff responsibilities in the implementation of the Legislative Platform include:

1. Prepare support/opposition analyses and correspondence.
2. Seek and solicit support/opposition from other interested entities.
3. Participate in and attend legislative meetings with legislators and staff, as well as other local public officials and staff, to actively engage and stay apprised of legislative trends and upcoming legislation.
4. Prepare and present testimony on behalf of the City before the state and federal government.
5. Monitor and track key bills through the legislative process utilizing the City's advocacy services, legislative websites, and government/professional associations.
6. Update City Council on legislation that the City has taken a position on, including any significant amendments that would impact the City's adopted positions.
7. Ensure City Council Members receive copies of all legislative correspondence.
8. Work with City's Federal and State lobbyists to identify funding resources for departmental projects.

4. City Council Role in the Legislative Process

Through adoption of the Legislative Platform, the City Council prohibits any of its members from lobbying, advocating, or taking a position contrary to the Council's adopted position on any legislative item. Council Members may, as allowed for by law, take opposing positions as an individual citizen; however, said communication is discouraged and considered detrimental to the success of the City and this Legislative Platform specifically.

Written correspondence by individual City Council Members on legislative items not adopted by the City Council may be transmitted if the correspondence identifies that it is a position as an individual citizen as opposed to an elected official of the City of Hesperia. Any individual correspondence must be on personal stationery that is free of any City of Hesperia identifying information, including logos, addresses, phone numbers, etc.



City Council Members may be asked to participate in meetings with legislators and staff, as well as other local public officials. Council Members may also be asked to present testimony on behalf of the City before the state and federal government. Council Members will be provided copies of all correspondence related to the City's activities in the legislative process.

When proposed legislation, or a significant public policy issue, comes to the attention of City officials that is not specifically addressed in the Legislative Platform, it may be brought to Council for consideration. If the Council determines that the proposed legislation or policy issue is of importance to the City, it will recommend that a formal position on the matter be taken, which may include adoption of a City Council Resolution.

5. Identify Funding Priorities

Each year, Senior Management provides input on funding priorities for the City's major infrastructure projects. These projects and programs are identified and listed in the annual Legislative Platform and once approved by Council, become the basis for preparing the City's annual Legislative Priorities book. The Legislative Priorities book is the vehicle by which Federal and State representatives are provided information on the City's top priority projects for which the City seeks funding.



2020 State Legislative Policy Statements

The following categories of policy statements are broad and are not intended to be all-inclusive, but will be used as a reference tool and guideline for the City's State advocacy efforts in 2020.

Administrative Services

General Area of Review: Elections, Brown Act, Public Records Act, Political Reform Act, Conflict of Interest, Insurance, Tort Reform, Open and Transparent Government.

1. Support a comprehensive state performance review and audit system and long-range financial planning and performance budgeting to enhance accountability, efficiency and responsiveness at all levels of government.
2. Support legislation that controls the costs of elections as long as the elections process is not adversely affected, (e.g., purge voter rolls, limit costs for candidate statements, and prevent abuse of the mail ballot process).
3. Support legislation that would increase voter turnout in local elections, (e.g., mail ballots, more information to voters for judicial elections).
4. Support legislation that reduces the amount of recall abuse while improving, streamlining and ensuring that the public has full knowledge of the issues.
5. Support legislation that strengthens local control over election related matters such as boundary and district requirements.
6. Support measures that enable cities to maximize their ability to efficiently and effectively administer local elections, including programs designed to encourage and increase voter education, registration and voter turn-out.
7. Support reforms to modernize the structure, governance, management and method of financing State government.
8. Support legislation that discourages baseless and frivolous claims and demands made against municipalities, their officers and employees.
9. Support legislation that would allow a city presented with an allegation of a violation of the California Voter Rights Act (CVRA) to address the allegation before any person may file a lawsuit related to the alleged violation.
10. Support legislation providing city councils more flexibility to fill city council vacancies including extending the appointment period to fill a vacancy.
11. Support limited tort liability and provide certain tort immunities for public entities for unauthorized use of public property.
12. Support comprehensive tort reform, including limiting the joint and separate liability of governmental agencies to a liability equal to their percentage of their wrongdoing.
13. Support measures that preserve the integrity and fundamentals of the Brown Act while opposing measures that would constrain communication among staff and local officials.
14. Support measures increasing local autonomy, protecting privacy and maintaining our authority over public records. This includes measures that provide for the recovery of costs with regard to public records requests.
15. Support efforts to amend rules that limit and restrict local governments' ability to achieve greater transparency of governmental business by improving the platform in which agencies can publish and advertise notices, resolutions, orders, or other matters required by law.



16. Support measures that promote transparency, public participation and first amendment rights, while preserving procedures that continue to foster efficient government proceedings.
17. Support alternative methods of meeting public notice requirements and enhancing them through the use of cost effective and innovative, technology friendly methods of communication.
18. Support legislation that maintains and enhances local franchising authority for cable television and wireless services.
19. Oppose legislation that expands or increases municipal liability or, conversely, further limits municipal immunity.
20. Oppose legislation that limits the authority of municipalities to enforce their own ordinances in municipal courts.
21. Oppose any legislation that diminishes or does not assure local franchise fees for all utilities' use of City right-of-way.
22. Oppose legislative efforts to impose binding arbitration that would remove local government authority on matters of local interest. Specifically, support all legislative and legal efforts to overturn any legislation that implements binding arbitration on local government.
23. Oppose legislation that seeks to lessen the City's ability to enforce contractual language agreed to and contained within existing franchise documents.

Economic Development

General Area of Review: Economic Development, Redevelopment, Enterprise and Opportunity Zones, Job Creation.

1. Support regional economic development policies that provide for planned economic growth in the City and neighboring communities.
2. Support legislation that promotes sustainable economic development.
3. Support legislation that would enhance a city's ability to attract and retain local businesses, and encourages business expansion and retention through job creation, investment in capital equipment and employer facility development.
4. Support legislation that provides incentives (tax benefits, grants, loans, credits for affordable units) to local agencies in order to rehabilitate residential and commercial properties.
5. Support legislation and policy that allocates not less than \$10 million annually from the "Cap and Trade" Program (AB 32) to support the CalRecycle Recycling Market Development Zone (RMDZ) Loan Program.
6. Support legislation that promotes business formation and growth.
7. Support legislation that promotes "re-shoring" of manufacturing processes.
8. Support legislation that will establish a meaningful and useful tax increment financing (TIF) program to support local economic development.
9. Support State and Federal legislation to maximize the economic benefits of Opportunity Zones for communities and businesses, including environmental streamlining and flexibility to expand or change existing designations.
10. Support legislation that ensures all assets (real & personal property, loans and grants receivable, etc.) are retained by the sponsoring entity of a former redevelopment agency for the benefit of the former redevelopment project area(s) and the elimination of physical and economic blight.
11. Support legislation that would establish a successor program to the former low and moderate income housing set-aside (redevelopment) to fund the production, preservation and enhancement of affordable housing.



12. Support legislation that would provide exemptions to the application of Labor Code Section 1720 for economic development projects. Restore “safe harbor” for affordable housing projects exempting them from State Prevailing Wages.
13. Support legislation that would provide a viable and on-going dedicated funding source for the production and preservation of affordable housing.
14. Support legislation that clarifies and narrows the prevailing wage standard for economic development and affordable housing projects.
15. Oppose any legislation that proposes to make significant and/or controversial changes to the existing RMDZ Loan Program, up to and including the elimination of the program or funding support.
16. Oppose legislation that is deemed by the City to be “anti-business” and/or “job killer.”
17. Oppose legislation that would reduce funds dedicated to the Community Development Block Grant Program (CDBG) and the HOME program and support the expansion of eligibility and allowable uses under these programs.

Employee Relations and Risk Management

General Area of Review: Labor Relations, Employee Relations, and Human Resources.

1. Support legislation that would reform the State’s Workers’ Compensation System in order to draw a balance between reasonable claimant benefits versus the increasing costs/corruption that has plagued the System to date.
2. Support legislation that improves access to, and reduces the cost of, healthcare for public employees.
3. Support legislation that expands the City’s ability to offer health, welfare and wellness services for employees.
4. Support reform of the California tort law system to curtail unreasonable liability exposure for municipalities and to facilitate the ability to obtain affordable general liability and workers’ compensation insurance coverage.
5. Support local government efforts to establish succession planning and mentoring programs.
6. Support efforts to provide additional flexibility in the provision and administration of retirement and medical benefit programs, while ensuring those programs are sustainable for past, current, and future employees.
7. Oppose the taxability of employee benefits.
8. Oppose legislation that would add administrative burdens or taxes to self-insurance programs.
9. Oppose legislation or regulations that would increase employer medical costs for workers’ compensation.
10. Oppose legislation that would promote workers’ compensation claim litigation.
11. Oppose legislation that presumptively expands workers’ compensation coverage to illness or injuries that are not work-related.
12. Oppose legislation that creates unnecessary burdens on or limits the City’s ability to decide employment issues, including collective bargaining, binding arbitration, benefits and leaves.
13. Oppose legislation imposing state-mandated costs for mandatory employee training programs when there is no guarantee of local reimbursement or offsetting benefits.
14. Oppose legislation that would create additional financial burden on, or threaten the viability of, the California Public Employees’ Retirement System (CalPERS).



Environmental

General Area of Review: Air, Water and Water Quality, Climate Change, CEQA, Energy Efficiency, Recycling, Solid Waste Management, Hazardous Materials, and Utilities.

1. Support legislation that promotes regional improvement of air quality, recognizing that air pollution does not follow jurisdictional boundaries.
2. Support legislation to assure that Federal, State and County agencies have adequate authority and resources to enforce air quality regulations.
3. Support legislation and regulations that provide authority for local governments to implement vehicle emissions reductions programs.
4. Support legislation requiring local government participation on the governing bodies of air quality management districts without diluting any existing authority already held by the City.
5. Support efforts that maintain and enhance local decision-making authority in the development and implementation of air quality attainment strategies.
6. Support water quality legislation that results in reasonable water quality control regulations that are cost effective and can show identifiable benefits.
7. Support regional approaches to provide needed water and encourage local conservation and efficient use of the water supply.
8. Support legislation and regulations that promote the appropriate and beneficial use of reclaimed water.
9. Support continued federal and state funding for water and wastewater treatment infrastructure to reduce local costs and expedite construction of necessary treatment, distribution, and collection facilities to comply with Federal and State mandates.
10. Support efforts that help local governments maintain water efficiency programs that meet state objectives, are cost effective, and make sense for the local conditions.
11. Support state and federal efforts to increase water efficiency ratings for common consumer products that use water.
12. Support streamlined environmental processing for Federal and State regulatory permits administered by Caltrans and various other State and Federal agencies for the purpose of expediting public infrastructure developments.
13. Support major revisions to the Endangered Species Act (ESA) and its state counterpart, including delisting of endangered species that have thrived and recovered through effective resource management.
14. Support legislation to include consideration of the economic impacts of proposed species listings, as well as support the delisting of species no longer threatened or endangered.
15. Support efforts to repeal AB 32 and SB 375 legislation.
16. Support efforts to streamline and improve the California Environmental Quality Act (CEQA) process to reduce time and cost of compliance while ensuring that the environment is adequately protected.
17. Support “green” projects and regulations that do not place an undue burden on local government and other financial incentives for reductions in Greenhouse Gases.
18. Support programs and policies that promote advanced low emission vehicle technology and encourage or promote alternative fuels such as biodiesel, hydrogen and compressed natural gas.
19. Support legislation that increases availability and promotes the adoption of energy efficient technologies and use of alternative/renewable energy sources.
20. Support legislation that encourages and funds energy efficiency and conservation while allowing local design and implementation of the program.



21. Support local government's adoption and implementation of recycled content and green procurement policies.
22. Support legislation to provide changes to AB 939 regarding mandated waste diversion goals that will streamline its provisions and assist in compliance, placing more emphasis on implementation of waste diversion programs and less on strict mathematical accounting.
23. Support legislation that clarifies and broadens the regulatory authority of local government to ensure the efficient management of recyclable material and solid waste.
24. Support legislation that provides incentives and funding for programs that promote waste reduction, reuse and recycling and development of related infrastructure.
25. Support expansion of the market for recyclable materials.
26. Support legislation that allows the City to continue controlling risks from hazardous materials use, storage and transportation through the Uniform Building and Fire Codes and related local amendments.
27. Oppose legislation that would require the City to divert more than 50 percent of the solid waste stream and places undue burden on local government.
28. Oppose mandated material disposal bans or restrictions in circumstances where there is an insufficient capacity within the private recycling market to handle these materials in a more beneficial way besides landfilling.
29. Oppose legislation that restricts the City's ability to adopt local regulations for hazardous materials, including review and approval of the location of facilities that use or store hazardous materials or hazardous waste.
30. Oppose air quality legislation that restricts a local agency's land use authority.
31. Oppose any and all state and/or federal legislation that would allow for lower water quality testing limits based on any other parameters than scientific evidence.
32. Oppose legislation that would impose a tax on residential water service customers, including requirements characterized as voluntary contributions.
33. Oppose the expansion of the State listing of endangered or threatened species without economic impact analyses and valid scientific data.
34. Oppose any unfunded mandate on local governments to address climate change (which is outside the City's control).
35. Oppose expanding the current unfunded mandate to meet Environmental Protection Agency regulations aimed at the National Pollutant Discharge Elimination System (NPDES).

Grants and Funding

General Area of Review: Competitive, Discretionary, Formulaic Sources of Funding for Capital Projects and Operations.

1. Support and pursue funding for projects that improve the quality of life in Hesperia.
2. Support and pursue funding to increase public safety service levels in the City and unincorporated areas.
3. Support measures that allow the City to compete for its fair share of regional, state and federal funding.
4. Support initiatives that promote dedicated funding streams to cities for critical service areas.
5. Support legislation that provides incentives or grant opportunities for community improvements such as cultural services for the education, entertainment and enrichment of the community.



6. Support tax credits, grants, loans and other incentives to assist the public, businesses, and local agencies that invest in energy efficient equipment and technology, and fuel efficient, low emission vehicles.
7. Support and pursue funding that specifically benefits the City's transportation and public works projects, including for new railroad grade crossings.
8. Support legislation or policy, whether state or federal, that creates and makes available grant funds for economic development and tax increment financing (TIF) programs.
9. Support legislation that maintains or enhances funding for parks, trails, and recreation services and facilities.
10. Support legislation that provides funding for water, wastewater, and stormwater infrastructure; flood prevention, water resources planning and development; water quality improvement; and water resources related regulatory reform.
11. Support legislation that provides sustainable funding support for disaster preparedness, Homeland Security, Court Security and other local emergency management and law enforcement activities.
12. Support legislation that addresses full reimbursement of law enforcement costs of state and federal mandates.
13. Support legislation that ensures communities of all sizes remain eligible for funding, not just large urban areas or communities identified through overly-prescriptive eligibility criteria.
14. Support legislation that directs proceeds from cap and trade auction revenues to projects in the City that result in improved air quality, active modes of transportation, and the reduction of harmful pollutants.
15. Support legislation that provides funding and resources for local governments to implement Healthy Cities programs and policies aimed at reducing obesity, childhood obesity, high rates of diabetes, heart disease, and other health conditions.

Housing, Community Development and Planning

General Area of Review: Housing, Land Use, Development, Annexation, Incorporation, Building Standards, Mobile Home and Sign Regulations.

1. Support joint efforts to develop mutual development standards for unincorporated areas that are binding upon the County and the City.
2. Support changes to Sphere of Influence legislation to limit county development and allow cities to annex logical growth.
3. Support local City input on all regional land use and planning issues.
4. Support legislative strategies and programs that promote efficient and sustainable land use and building practices.
5. Support legislation that protects the City's land use authority and their right to make land use decisions with respect to water supply.
6. Support a streamlined right-of-way acquisition process.
7. Support land use patterns that maintain safe residential neighborhoods, bolster economic prosperity, preserve open space, and enhance overall quality of life in Hesperia.
8. Support legislation and regulations that protect a local agency's control over the cultivation and possession of cannabis, including the licensing of dispensaries and abatement of illegal activities.
9. Support legislation that encourages home ownership, including programs that are intended to alleviate the national housing crisis.



10. Support legislation that preserves municipal authority over the public right-of-way including fair and reasonable compensation for use of the right-of-way.
11. Support legislation that facilitates the creation and maintenance of payment in lieu of taxes (PILOT) agreements that support the development of affordable housing projects.
12. Support legislation to relax eligibility regulations related to affordable housing production requirements.
13. Support state and federal legislation that enhance the viability of public housing authorities (PHAs), including funding mechanisms, and protects the authorities and powers of PHAs.
14. Oppose legislation that would limit or restrict local land use decision-making authority.
15. Oppose affordable housing production mandates without necessary funding to support said housing mandates.
16. Oppose measures that remove local authority over housing decisions that best fit the City and its population.
17. Oppose legislation that limits local ability to regulate, manage or generate alternative sources of funding for affordable housing, including public-private partnerships.
18. Oppose legislation that increases administrative burdens and costs associated with affordable housing without increasing provision of services at the local level.
19. Oppose efforts by any regulatory commission from promulgating rules and regulations that infringe on local land use decisions and management of the public right-of-way.
20. Oppose legislation that would inappropriately limit local government authority to impose growth impact fees.
21. Oppose legislation similar to SB 375 which unfairly ties road funding to local decisions on density and affordable housing.
22. Oppose legislation similar to AB 32 which will require compliance with climate change regulations.

Local Control

General Area of Review: Preservation of Local Authority and Decision-Making Powers.

1. Support enhanced local control over public nuisances, (e.g. adult entertainment facilities, problem alcohol establishments, drug paraphernalia establishments, etc.).
2. Support legislation that strengthens local control over gaming issues.
3. Support the creation of more affordable, innovative and quality child care options while maintaining strict adherence to child care regulations and guidelines.
4. Support efforts to increase opportunities for community-wide citizen volunteer programs.
5. Support legislation to fund summer youth employment and training programs and expand funding for year round youth employment and leadership in order to better prepare youth for future self-sufficiency and prevent youth violence and crime.
6. Support efforts to promote and finance programs to combat pet overpopulation, increase pet adoptions and spay/neuter programs and educate citizens on the dangers and nuisance of roaming, uncontrolled animals and other animal control issues that risk public health and safety and quality of life.
7. Support programs and efforts aimed at assisting with the clean-up of abandoned and/or inoperative vehicles.
8. Support for expansion of aviation services at Southern California Logistics Airport (SCLA), as long as no quality of life or economic competitiveness issues are impacted in Hesperia.
9. Support legislation and regulatory efforts that provide people with the social, economic, and physical environments needed to make healthy choices and lead healthy lifestyles.



10. Oppose any legislation that preempts local authority or transfers jurisdiction over local programs.
11. Oppose legislation and the promulgation of rules and regulations that allow any regulatory agency to encroach on or supersede local authority including, but not limited to, the City's right to franchise for the right to operate in the public right-of-way.

Public Safety

General Area of Review: Law Enforcement, Fire Safety, Emergency Communications, Emergency Services, Disaster Preparedness, and Nuisance Abatement.

1. Support adequate financing of jails and criminal justice facilities. Address the need to devote equal time and energy to develop effective alternatives to incarceration, including early intervention of at-risk youth and counseling and rehabilitation programs.
2. Pursue additional opportunity for participation in regional Restoration of Competency (ROC) programs.
3. Support legislation that limits the placement of sex offender and parolee homes within the City limits.
4. Support measures that protect the public against disease and disability and promote health.
5. Support increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.
6. Support legislation that provides local law enforcement agencies authority to recover any costs associated with complying with any federal, state or court-ordered licensing, registration and testing requirement.
7. Support legislation that has the potential to reduce incidents of violence in the community, especially through the development of treatment and intervention programs for youth.
8. Support legislation that provides greater protection to victims of crime.
9. Support efforts of the Reducing Crime and Keeping California Safe Act.
10. Support efforts to resolve the medicinal cannabis collective issue through judicial or legislative action.
11. Monitor impacts of regulation of medical marijuana and recreational marijuana.
12. Support legislation that continue efforts to maximize opportunity for reimbursement for inmate medical and mental health care, as well as assisting with continuity of care post-release and pursuing funding for increased needs resulting from realignment. Mitigate liabilities in areas such as health, mental health, Americans with Disabilities Act (ADA) and other areas of legal concern.
13. Support legislation establishing protocols and funding for shared, statewide emergency response communications.
14. Support legislation that protects senior citizens from criminal exploitation.
15. Support legislation that protects society against identity theft.
16. Support legislation that protects juveniles from sexual predators on the internet.
17. Support legislation aimed at reducing gang violence and support enhanced sentences for criminal offenses committed by gang members.
18. Support legislation that provides education for public safety training.
19. Support legislation which would amend Proposition 47 and restore felony status to crimes which were reduced to misdemeanors and/or require the completion of drug rehabilitation to the reduction of said related crimes to a misdemeanor.
20. Address changes made by Proposition 47 regarding implementation and state and local criminal justice system impacts.
21. Support legislation that addresses the impacts of long-term jail sentences.



22. Support legislation and funding to provide law enforcement/public safety agencies greater access to wireless communication necessary to support a national wireless broadband network capable of use by any public safety entity to serve and protect communities throughout the nation.
23. Support legislation that promotes programs that enhance the benefits of mutual aid agreements between local governments.
24. Support additional funding for local agencies to recoup the costs associated with fire safety in the community.
25. Support legislation that strengthens the City's ability to prohibit the use and sale of fireworks and that allows counties and fire districts to prohibit and otherwise control fireworks.
26. Support legislation that supports the Fire District's physical and financial ability to actively interdict the sale and/or transportation of fireworks.
27. Support legislation that promotes fire safety, education and prevention with the goal of reducing injury, loss of life and property damage.
28. Support statewide efforts to coordinate solutions to the systemic overcrowding or local Hospital Emergency Rooms and may reduce Ambulance overdependence or Ambulance Patient Offload Delays (APOD).
29. Support legislation that provides the Fire District's authority to recover any costs associated with complying with any federal, state or court-ordered licensing, registration and testing requirement.
30. Support measures that encourage disaster preparedness and emergency planning.
31. Support statewide efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.
32. Oppose programs that have the potential to compromise officer safety.
33. Oppose unfunded mandates on local government in relation to tracking of paroled sexual predators.
34. Oppose any State or local fire related tax or fee increase that does not go back to local agencies.

Revenue and Taxation

General Area of Review: Finance Administration, Taxation Reform, General and Special Revenue, and Revenue Sources at the Federal, State and Local Levels.

1. Support efforts to protect local government revenue sources and the provisions of Propositions 1A and 22.
2. Support legislation/initiatives that guarantee all local historical funding sources shall be a dedicated revenue source for local governments.
3. Support legislation designed to protect, without unnecessarily restricting, the investments of local government agencies.
4. Support local control of the awarding of contracts and the accountability of local officials for those actions.
5. Support legislation that facilitates and enables the timely collection of delinquent assessments and strengthens or maintains the lien position of those assessments.
6. Support legislation that would require the State to comply with its obligation and original intent of the State Mandated Costs claim process to reimburse cities for costs incurred as a result of State-mandated programs and processes.
7. Support measures that promote fiscal stability, predictability and financial independence at the local level.
8. Support efforts that preserve and promote the City's ability to maintain and grow its revenue base.



9. Support regional cooperation on common interests and goals by providing access to share incremental growth in ERAF (Educational Revenue Augmentation Fund) property tax.
10. Support legislation that provides a more balanced mix of property tax revenues related to public service costs among cities, counties, and special districts.
11. Support full cost reimbursement to the City for all Federal, State and County-mandated programs.
12. Support legislation that provides for adequate transparency of the City's investment activity.
13. Oppose measures that diminish the City's revenue sources that are required to maintain critical services.
14. Oppose imposition of State, Federal and regional mandates upon local governments, as well as Federal mandates on the State, especially those for which no funding exists.
15. Oppose taxes or fees on local refuse programs to fund statewide programs.
16. Oppose legislation that would preempt or threaten local taxation authority.
17. Oppose any change in revenue allocations that would negatively affect local government, including sales, use and property tax, tax increment, gas tax (HUTA), transient occupancy tax (TOT) and vehicle in-lieu fees (VLF).
18. Oppose restrictions on the City's ability to adopt its own investment policies.
19. Oppose any legislation that would require municipalities to participate in investments that do not meet the objectives set forth in the City's policies.

Transportation, Communication and Public Works

General Area of Review: Transportation, Construction, Telecommunications and General Public Works Related Areas.

1. Support increased transportation funds allocated to local jurisdictions for discretionary projects.
2. Support legislation to enhance transportation funding equity within the State.
3. Support efforts to encourage flexibility in federal funding and regulations in order to better meet the needs of small to medium size communities.
4. Support legislation that facilitates cooperative programs among government agencies in order to help the City meet its basic needs, including transit, street, highway, road and bridge construction and maintenance, and safe corridors for bicyclists and pedestrians.
5. Support new processes to expedite the permitting and environmental review and approval of transportation projects.
6. Support legislation that requires the California Public Utilities Commission (PUC), Federal PUC and railroad operators to adopt and fund programs to construct grade separations necessary for public safety and welfare.
7. Support legislation that would lift the minimum requirement of payment of prevailing wages on municipal Public Works projects to amounts greater than \$500,000.
8. Oppose the reduction/elimination of previously dedicated funds for any transportation projects, especially those that are currently nearing construction and have been delayed by agency actions beyond the City's control.
9. Oppose transportation proposals that would adversely affect the quality of life in Hesperia by increasing traffic congestion, air pollution or other problems.
10. Oppose legislation that ties transportation funds to compliance with land use, housing, or climate change goals.



2020 Federal Legislative Policy Statements

The following categories of policy statements are broad and are not intended to be all-inclusive, but will be used as a reference tool and guideline for the City's Federal advocacy efforts in 2020.

1. Support funding that specifically benefits the City of Hesperia's transportation and public works projects. Support efforts to ensure funding to semi-urban/rural areas, and provide a permanent, direct percentage of unrestricted federal transportation funds to local government transportation departments for priority work in such areas.
2. Support streamlined environmental processing for federal regulatory permits issued by the US Army Corps of Engineers, Fish & Wildlife Service, Federal Highway Administration and various other state and federal agencies for the purpose of expediting public infrastructure projects.
3. Support efforts to establish regional recognition of the limits of authority by the US Army Corps of Engineers under the Clean Water Act.
4. Support direct federal funding from the Economic Development Administration for economic development and public works projects.
5. Support federal legislation that recognizes the importance of sales and use tax to local municipalities and equitably distributes sales tax collections on e-commerce transactions.
6. Support direct federal funding to cities, without matching requirements, to use in drug prevention, intervention and enforcement efforts.
7. Support efforts to ensure protection of sufficient radio spectrum to meet public safety's current and future needs. Public safety needs should have priority over private, or for-profit, communication systems.
8. Support legislation that enhances and continues the Healthy Forests Initiative which protects public safety and welfare by caring for forest areas and ensuring that losses from wildfires are minimized.
9. Support efforts to secure a Federal Foreign Trade Zone (FTZ) designation for the City.
10. Support local/regional control and administration of federal programs and strategic placement of federal personnel to ensure expedited decision-making.
11. Support responsible and equitable legislation to help stabilize the housing market.
12. Oppose cuts to the Community Development Block Grant (CDBG), and HOME programs. Advocate for a more streamlined application process and for greater flexibility of local appropriation and use of monies.
13. Oppose any legislation that mandates a Social Security tax for public employers and employees.
14. Support legislation to modify inappropriate sections of the Federal Fair Labor Standards Act (FLSA) as it relates to regulating public sector employment.
15. Oppose any changes to the Mortgage Interest Deduction.
16. Oppose any efforts by government sponsored entities (FNMA & Freddie Mac) that will further destabilize the housing market including bulk sales of real estate owned properties (REOs).



2020 City Council Funding Priorities

Transportation

Ranchero Road Corridor Widening

The Ranchero Road Corridor Widening project extends from Interstate 15 (I-15) to the railroad grade separation in the City of Hesperia and the County of San Bernardino (SBC). East-West corridor mobility and access to and from I-15 are among the most significant transportation deficiencies in the High Desert. I-15 is designated as a Corridor of National Significance and serves as a major freight movement route from the Ports of Long Beach and Los Angeles. Ranchero Road currently has over 14,000 trips per day and is expected to increase to 30,000 trips per day in the next 5-years and increase to 50,000 trips per day at build-out. This project has been one of Hesperia's highest priority transportation capital improvement project for the past decade. In fact, the City has already completed the first two phases of the project including the Phase I east-end railroad underpass (\$27 million) and the Phase II I-15 interchange (\$60 million). The final phase (Phase III) widens Ranchero Road that is only one lane in each direction. The City together with SBC and San Bernardino County Transportation Authority (SBCTA) proposes to widen the 5-mile stretch to five lanes and will include the following:

- Construction of a new bridge over the California Aqueduct, replacing the existing bridge in accordance with DWR requirements;
- Widening of an at-grade railroad crossing;
- Improvement of four drainage crossings to enhance flood protection; and
- Installation of traffic signals at 7th Avenue, Maple Avenue, and Cottonwood Avenue to improve traffic safety.

Phase III will be constructed in phases. The first phase (Phase A) will be construction of the new bridge over the aqueduct, estimated to cost \$16.4 million. Phase B will consist of widening the Ranchero Road between the I-15 and 7th Avenue including aforementioned traffic signals and the at-grade railroad crossing (\$38.8 million).

- Phase A, California Aqueduct Bridge Crossing, is in the design and permitting stage and completion is anticipated by June 2020. The Phase A project is "shovel ready".
- Phase B, received environmental clearance in 2013 and design was completed in 2016. Minor right-of-way acquisitions are in process and will be completed by June 2020. The Phase B project is essentially "shovel ready".
- Phase III is being completed in cooperation with the San Bernardino County Transportation Authority (SBCTA) and San Bernardino County (SBC). The City's portion is \$18.5 million and SBC has construction costs estimated at \$11.1 million. SBCTA will be contributing \$25.5 million towards portions of City and County shares.

The project will improve the critically needed east-west traffic circulation in the High Desert, facilitate goods movement to and from the City's large industrial areas, improve air quality by reducing greenhouse gas emissions, improve safety (both traffic and flood protection) and safety response times for emergency vehicles, improve access to local schools, provide efficient connectivity for residents and business centers, enhance bus transit, create jobs, increase use of non-motorized transportation systems, and facilitate growth.



The total project cost is estimated at \$55.1 million. The aggregate goal to complete Phase III is \$20 million in grant funding. The City has been advocating for funding from a variety of State and Federal sources in multiple funding cycles and continues to pursue them.

Main Street Widening and Aqueduct Bridge Construction

Three heavily congested corridors are all that exist in the City of Hesperia (City) to move traffic East-West through the City. In order to improve circulation, Main Street will be widened from the Interstate 15 (I-15) freeway to 11th Avenue from four lanes to five lanes with center turn lanes and an additional aqueduct bridge adjacent to the existing bridge will be constructed consistent with the California Department of Water Resources (DWR) bridge requirements. The project will enhance capacity by more than 30% and include raised medians to restrict traffic movements and a three traffic lane bridge together with shoulder, pedestrian, bicycle facilities and aqueduct safety features.

The project will improve the critically needed east-west traffic circulation, facilitate goods movement to and from the City's large industrial areas, improve air quality by reducing greenhouse gas emissions, improve safety and safety response times for emergency vehicles, provide efficient connectivity for residents and business centers, create jobs, increase use of non-motorized transportation systems, and facilitate growth. The project will alleviate traffic on Main Street caused by development. The widening will achieve the ultimate configuration of Main Street which is classified as a Major Arterial Roadway in the City's Circulation Element of the General Plan.

Total project cost is \$18.9 million for Main Street widening and \$9.1 for aqueduct bridge construction. The aggregate goal for construction of the Main Street improvements is \$24.92 million in grant funding. The City will advocate for funding for the Main Street Widening project from a variety of State and Federal sources.

I Avenue Widening

I Avenue connects a large residential area to commercial services in the City of Hesperia. It contains both horizontal and vertical sight distance deficiencies. Over the past 10 years, there were 182 accidents along I Avenue, of which 22 involved bicyclists and pedestrians with four resulting in fatalities. In addition, 31 of these accidents were located near schools.

To improve these safety deficiencies, I Avenue will be widened between Ranchero Road and Bear Valley Road. I Avenue is currently a north-south 2-lane roadway terminating at Ranchero Road in the south and Bear Valley Road in the north. I Avenue is classified as a four-lane divided Arterial with a center turn lane for its entire length. The project will create a community vision that prioritizes safety improvements for all roadway users addressing safety concerns, travel patterns, and infrastructure. The City recently received a planning grant for the project through the Caltrans Sustainable Transportation Planning Grant.

The project will focus on the following goals:

1. Provide increased capacity to improve safety conditions for both motorized and non-motorized users.
2. Create a healthy, livable, and sustainable community by providing complete streets, thereby increasing walking, biking, and transit trips while also reducing greenhouse gas emissions.
3. Improve public transit services for the entire community.
4. Connect Hesperia's residents to destinations that bridge the healthcare divide, provide education opportunities, and provide access to spur economic growth.



5. Promote commerce and economic vitality by facilitating goods movement along I Avenue and improving efficiency.
6. Involve the community in developing a long-term prioritized strategy and plan for promoting reliable and efficient mobility for people, goods, and services.

Total project cost is \$20 million. The aggregate goal for the I Avenue Widening project is \$10 million in grant funding. The City will advocate for funding for the I Avenue Widening Project from a variety of State and Federal sources.

Traffic Signals

Traffic signals are valuable devices for the control of vehicular and pedestrian traffic. They assign the right-of-way to the various traffic movements and thereby profoundly influence traffic flow. Traffic signals that are properly designed, located, operated, and maintained have one or more of the following advantages:

- They provide for the orderly movement of traffic.
- They increase the traffic-handling capacity of the intersection if:
 - a. Proper physical layouts and control measures are used; and
 - b. The signal operational parameters are reviewed and updated (if needed) on a regular basis (as engineering judgement determines that significant traffic flow and/or land use changes have occurred) to maximize the ability of the traffic control signal to satisfy current traffic demands.
- They reduce the frequency and severity of certain types of crashes, especially right-angle collisions.
- They are coordinated to provide for continuous or nearly continuous movement of traffic at a definite speed along a given route under favorable conditions.
- They are used to interrupt heavy traffic at intervals to permit other traffic, vehicular or pedestrian, to cross.

The Traffic Signal project focuses on three intersections in the City that have exceeded the collision threshold which warrants traffic signal installation. Traffic signals will be installed at the following intersections:

- Seventh Avenue and Sequoia Avenue
- Escondido Avenue and Sultana Street
- Arrowhead Lake Road and Danbury Avenue
- Hesperia Road and Mojave Road

These intersections currently experience a low Level of Service (LOS) which fall below general circulation plan goals coupled with numerous collisions. The project will potentially reduce all types of collisions and increase public safety. The LOS goals of D or better will be restored.

Total project cost is estimated at \$4 million with the City advocating for \$3.5 million in grant funding from a variety of State and Federal sources.



Flood Control

A-04 Corridor Flood Protection and Water Supply Program

Prior to the City of Hesperia's incorporation in 1988, development occurred that only included minor alterations to natural topography. As a result, natural drainage courses meander through developed areas and streets follow the natural contours of the land, often without culverts or bridges across drainage channels. This leads to localized flooding, property damage, road closures, erosion damage, negative economic impacts, and significant sediment accumulation even during moderate storm events. To address the drainage conditions along the A-04 corridor, one of the many corridors, the City will construct various flood control improvements including basins and conveyance pipelines. During moderate storm events, flooding occurs all along the entire drainage corridor; in particular, on Main Street which is one of the highest volume East-West corridors in the High Desert. The project includes planning, design, site acquisition, permitting, and construction. The basins will also be used for recharge of imported and recycled water.

The project will enhance flood protection for nearly 10 miles of developed and to be developed areas in the cities of Hesperia and Victorville. These areas are or will be developed with commercial and residential land uses. In addition, the flooding area includes a number of major arterial roadways. The project will also improve water supply management to the High Desert region.

Total project cost is \$20 million. The City will advocate for \$15 million in funding from a variety of State and Federal sources and pursue all eligible funding sources.

Temecula Avenue Basin

The City of Hesperia experiences storm related flooding and sediment transport throughout the City. To address these concerns, the City proposes to construct of the Temecula Avenue Basin located northwest of the Arrowhead Lake Road and Mono Drive intersection. Sediment build-up occurs in the downstream storm drain systems. The Temecula Basin accommodates large flows reducing peak flow rates while capturing sediment. The project consists of constructing an inlet headwall located along the existing creek and leading into a series of two basins with a combined storage capacity of 39 acre-feet together. Water will flow from the 26 acre-foot basin to the 13 acre-foot basin through an outlet spillway. The 13 acre-foot basin will then discharge storm water through a low flow outlet and storm drain connecting to the existing 96 feet of storm drain located north of the Arrowhead Lake Road and Mono Drive intersection.

The project will enhance flood protection by eliminating flooding along Arrowhead Lake Road, improve local water supplies, improve local water quality and reduce sediment transport to the Mojave River.

Total project cost is estimated at \$3.9 million. The aggregate goal for construction of the Temecula Avenue Basin is \$1.95 million in grant funding.

Sewer Improvements

Township Septic to Sewer

To permit development of infill parcels and to protect groundwater quality, the City is proposing expanding its existing wastewater collection system to provide service to undevelopable lots and to convert onsite wastewater disposal systems to the regional sewer system. The wastewater will be treated and effluent will be recycled for irrigation uses or recharged to the groundwater basin.

The Township area is one of the oldest communities. Due to regional water quality control board requirements related to onsite disposal systems, very small lots within the Township area, a severely



disadvantaged community, cannot develop without the construction of the regional wastewater collection system. Local construction of a system is cost prohibitive. In addition, the existing high density onsite disposal systems are impacting aquifer water quality, the only water supply source for the City. Groundwater degradation is expected to continue.

The project will provide sewer service to a high density area permitting infill development in a Disadvantaged Community Area and will enhance aquifer water quality protection.

Both the total project cost and the aggregate goal for construction of the Township Septic to Sewer Project is \$19.7 million in loans and grant funding. The City has been advocating for funding for the Township Septic to Sewer project from a variety of State and Federal sources in multiple funding cycles and continues to vigorously pursue all eligible funding sources.



Monthly Overview

2020 State Legislative Calendar

Below is an overview that summarizes major legislative events and key dates that occur month-to-month, and following is the 2020 Legislative Calendar created by the Office of the Secretary of the Senate.

January	The previous year's laws go in effect during this month. Legislature reconvenes to discuss the new year of legislation ahead, and all bill requests must be submitted to the Office of Legislative Counsel before the end of the month. Budget must be submitted by the Governor during the beginning portion of the month.
February	The last day for bills to be introduced occurs on February 21, 2020.
March	Cesar Chavez Day observed March 27.
April	Spring recess begins April 2, 2020 and reconvenes April 13, 2020. The end of this month marks the last day for policy committees to hear and report to fiscal committees regarding fiscal bills being introduced.
May	Policy committees must hear and report non-fiscal bills by May 1, 2020. Policy committees last day to meet is May 8, 2020 before convening in June. May 15, 2020 marks the last day for fiscal committees to hear and report to the Floor bills introduced in their house. Floor session conducted at the end of the month. May 29 is the last day for bills to be passed out of the house of origin.
June	Committee meetings may resume June 1, 2020. Budget Bill must be passed by midnight June 15, 2020.
July	Policy committees meet and report fiscal bills by June 26, 2020. Summer Recess begins provided Budget Bill has been passed.
August	Legislature reconvenes from Summer Recess. Last day for each house to pass bills is August 31.
September	September 30 is the last day for the Governor to sign or veto bills.
November	November 3 is the General Election.



Elected Officials Representing Hesperia

CALIFORNIA STATE GOVERNOR

Name	Capitol Address	Capitol Numbers
Governor Gavin Newsom	State Capitol, Suite 1173 Sacramento, CA 95814	Phone: 916-445-2841 Fax: 916-558-3160

CALIFORNIA STATE ASSEMBLY

Name	Capitol Address	Capitol Numbers	Local Address	Local Numbers
Assemblyman Jay Obernolte 33 rd Assembly District	State Capitol, Rm 4116 Sacramento, CA 94249	Phone: 916-319-2033 Fax: 916-319-2133	9700 Seventh Ave., #201 Hesperia, CA 92345	Phone: 760-244-5277 Fax: 760-244-5447

CALIFORNIA STATE SENATOR

Name	Capitol Address	Capitol Numbers	Local Address	Local Numbers
Senator Scott Wilk 21 st Senate District	State Capitol, Rm 4090 Sacramento, CA 95814	Phone: 916-651-4021 Fax: 916-651-4921	14343 Civic Dr., 1st Floor Victorville, CA 92392	Phone: 760-843-8414 Fax: 760-843-8343

SAN BERNARDINO COUNTY BOARD OF SUPERVISOR

Name	District Address	District Numbers
Supervisor Robert Lovingood First District	12474 Cottonwood Ave., Ste. A Victorville, CA 92395	Phone: 760-995-8100 Fax: 760-995-8105

UNITED STATES CONGRESS

Name	Washington Address	Washington Numbers	Local Address	Local Numbers
Congressman Paul Cook 8 th Congress District	1222 Longworth House Office Building Washington, DC 20515	Phone: 202-225-5861	14955 Dale Evans Pkwy Apple Valley Town Hall Apple Valley, CA 92307	Phone: 760-247-1815

UNITED STATES SENATOR

Name	Washington Address	Washington Numbers	Local Address	Local Numbers
Senator Dianne Feinstein	331 Hart Senate Bldg. Washington, D.C. 20510	Phone: 202-224-3841 Fax: 202-228-3954	11111 Santa Monica Blvd., #915 Los Angeles, CA 90025	Phone: 310-914-7300 Fax: 310-914-7318
Senator Kamala Harris	112 Hart Senate Bldg. Washington, DC 20510	Phone: 202-224-3553 Fax: 202-224-2200	312 N. Spring St., # 1748 Los Angeles, CA 90012	Phone: 213-894-5000 Fax: 202-224-0357