

REGULAR MEETING
February 10, 2016

B. ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d) (4).

THREE CASE(S) WHERE, IN WHICH THE CITY COUNCIL IS DECIDING WHETHER TO INITIATE LITIGATION.

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PER GOVERNMENT CODE SECTION 54956.9 (d) (1).

- (a) Adelanto Successor Agency et al. v. Walker et al., Sacramento County Superior Court case No. 34-2013-80001498
- (b) City of Adelanto v. Main Street Calif. LLC, DBA High Desert Mantric., Case No. UD1600284
- (c) Joel Drum v. City of Adelanto., SBSC Case No. CIVDS1509588
- (d) Main Street California, LLC, a California Limited Liability Company v. City of Adelanto., SBSC Case No. CIVDS 1601251
- (e) Miguel Borja v. City of Adelanto
- (f) Belen Cordero v. City of Adelanto
- (g) Nanette Moore v. City of Adelanto

C. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEM(S)

D. CONVENE INTO CLOSED SESSION

TIME: _____

1. Motion to go into Closed Session.

M _____ S _____ ACTION _____

REGULAR MEETING
February 10, 2016

J. PUBLIC COMMUNICATIONS

Members of the public wishing to address the City Council Members are required to fill out the yellow speaker card and place it in the **SPEAKER CARD TRAY located on the podium**. The Clerk of the meeting will collect the cards and hand them to the Chair. **REMEMBER ONE CARD PER PERSON you can mark the card to address various items on the agenda.**

This is the time and place for members of the public to comment on any matter within the jurisdiction of the City Council. After receiving recognition from the Chair, the speaker will walk to the podium and state their name for the record. There is a time limit of three (3) minutes when giving your presentation.

Members of the audience may address the City Council on non-agenda items; however, in accordance with Government Code Section 54954.2, the City Council may not take action on an item not appearing on the posted agenda.

K. CONSENT CALENDAR

Items on the Consent Calendar are considered routine in nature and non-controversial, and require no further discussion by the City Council. They may be acted on in one motion unless a member of the City Council or member of the audience requests a separate discussion on an item.

MOTION APPROVING THE CONSENT CALENDAR AS PRESENTED.

1. Motion waiving the full reading of all ordinances and resolutions. Titles for ordinances and resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.
2. Approval of Animal Care and Control Department Report.
3. Approval of Development Services Department Report.
4. Approval of Building and Safety Department Report.
5. Approval of Public Works Department Report.
6. Approval of Engineering Department Report.
7. Approval of Code Compliance Department Report
8. Approval of Adelanto Public Utilities Water Report
9. Approval of Counter Services Technician Job Description and Salary Schedule.
10. Approval of on Call Finance Director.

REGULAR MEETING
February 10, 2016

11. Approval of Cal Recycle Program Resolution No. 16-03.

Resolution No. 16-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ADELANTO, COUNTY OF SAN BERNARDINO, CALIFORNIA,
AUTHORIZING SUBMITTAL OF APPLICATION FOR
PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

12. Approval of proposed Contract for Engineering Services.

13. Approval of Warrant:

- a. Approval of City of Adelanto Warrant, 15/16-08-01, 133482 through 133534, for the total amount of \$121,471.99.
- b. Approval of City of Adelanto Warrant, 15/16-08-01, 111 through 120, for the total amount of \$360,974.17.
- c. Approval of City of Adelanto Water Authority, 5/16-08-01, 27368 through 27411, for the total amount of \$125,681.98.
- d. Approval of Adelanto Public Utility Authority Warrant, 5/16-08-01, 3550 through 3553, for the total amount of \$52,882.36.

M _____ S _____ ACTION _____

L. PUBLIC HEARING

PUBLIC HEARING OPEN: _____ **PUBLIC HEARING CLOSED:** _____

1. **PUBLIC HEARING - FIRST READING OF ORDINANCE 541 ADOPTING THE CRIME FREE MULTI HOUSING.**

RECOMMENDATION: The City Attorney recommends that the City Council approve the first reading of Ordinance No. 541 Amending Title 8 of the Adelanto Municipal Code by adding Chapter 8.50 relating to a Crime Free Rental Housing Program.

ORDINANCE NO. 541

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ADELANTO, CALIFORNIA, AMENDING TITLE 8 OF THE
ADELANTO MUNICIPAL CODE BY ADDING CHAPTER
8.50 RELATING TO A CRIME FREE RENTAL HOUSE
PROGRAM

M _____ S _____ ACTION _____

REGULAR MEETING
February 10, 2016

PUBLIC HEARING OPEN: _____ **PUBLIC HEARING CLOSED:** _____

2. **PUBLIC HEARING - FIRST READING OF ORDINANCE 537 AMENDING CHAPTERS 2.16 AND 9.35 OF THE ADELANTO MUNICIPAL CODE -**

RECOMMENDATION: The City Attorney recommends that the City Council approve the first reading of Ordinance No. 537 adopting revisions to Adelanto Municipal Code Chapters 2.16 and 9.35.040, respectively, of the Adelanto Municipal Code relating to the use of a Firearm by Animal Control Officers or any other Designated Public Officer Employed by the City.

ORDINANCE NO. 537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, AMEMDING CHAPTERS 2.16 AND 9.35.040, RESPECTIVELY, OF THE ADELANTO MUNICIPAL CODE RELATING TO THE USE OF A FIREARM BY ANIMAL CONTROL OFFICERS EMPLOYED BY THE CITY.

M _____ S _____ ACTION _____

PUBLIC HEARING OPEN: _____ **PUBLIC HEARING CLOSED:** _____

3. **PUBLIC HEARING - FIRST READING OF ORDINANCE NO. 543 AMENDING CHAPTER 8.40 OF THE ADELANTO MUNICIPAL CODE -**

RECOMMENDATION: The City Attorney recommends that the City Council approve the first reading of Ordinance No. 53, Amending Chapter 8.40 of The Adelanto Municipal Code relating to Residential Rental Welling Unit Inspection and Maintenance Program.

ORDINANCE NO. 543

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, AMENDING CHAPTER 8.40 OF THE ADELANTO MUNICIPAL CODE RELATING TO RESIDENTIAL RENTAL DWELLING UNIT INSPECTION AND MAINENTANCE PROGRAM.

M _____ S _____ ACTION _____

REGULAR MEETING
February 10, 2016

M. NEW BUSINESS

1. PROFIT DISTRIBUTION – WOUNDED WARRIOR RODEO 2015. (PENNY)

RECOMMENDATION: Staff would like recommendations from the City Council for possible distribution of profits from the Adelanto Community Benefit Corporation's, 1st Annual Wounded Warrior Rodeo 2015 according to the suggestions on Exhibit A.

M _____ S _____ ACTION _____

2. BID RESULTS FOR BELLFLOWER STREET WIDENING PROJECT.

RECOMMENDATION: Staff recommends Council approve the bid results for the Bellflower Street Widening Project and award the contact to Vance Corporation for the construction of the Bellflower Street Widening improvements. (NATHAN)

M _____ S _____ ACTION _____

3. RATIFY THE CONTRACT FOR DESIGN ENGINEERING FOR 'THE BELLFLOWER WIDENING PROJECT' WITH DAVID EVAN AND ASSOCIATES AND ALLOCATE ADDITIONAL FUNDING. (NATHAN)

RECOMMENDATION: Staff recommends ratification of the Contract for Design Engineering for 'The Bellflower Widening Project' with David Evans and Associates and allocated additional funding.

M _____ S _____ ACTION _____

4. AMENDMENT NO. 3 TO SUBDIVISION IMPROVEMENT AND REIMBURSEMENT AGREEMENT. (NATHAN)

RECOMMENDATION: Staff recommends approval of Amendment No. 3 to Subdivision Improvement and Reimbursement Agreement.

M _____ S _____ ACTION _____

5. ADELANTO WATER AUTHORITY - WATER RATE STUDY. (PENNY)

RECOMMENDATION: City Council direct staff to develop a request for proposals, accept and award bids not to exceed \$25,000.00 for a five year Water Rate Study in order to address present and future water rates, usage and procurement.

M _____ S _____ ACTION _____

REGULAR MEETING
February 10, 2016

6. CONTRACT WITH PERC WATER CORPORATION TO UPDATE THE CITY'S URBAN WATER MANAGEMENT PLAN. (NATHAN)

RECOMMENDATION: Staff recommends that they Adelanto Public Utility Authority consider approving the contract with PERC Water Corporation to update the City's Urban Water Management Plan as mandated by the State of California.

M _____ S _____ ACTION _____

N. ITEMS REMOVED FROM THE CONSENT CALENDAR

O. CITY MANAGERS ANNOUNCEMENTS AND/OR REPORTS

P. CITY COUNCIL ANNOUNCEMENTS AND/OR REPORT

Q. ADJOURNMENT

The Regular Meeting of the City Council will be held on February 24, 2016, at 7:00 p.m. unless a Special Meeting is called.

TIME OUT: _____

M _____ S _____ ACTION _____

REGULAR MEETING
February 10, 2016

R. DECLARATION OF POSTING

I, CINDY M. HERRERA, CITY CLERK OF THE CITY OF ADELANTO, OR MY DESIGNEE, HEREBY CERTIFY THAT A TRUE, ACCURATE COPY OF THE FOREGOING AGENDA WAS POSTED ON FEBRUARY 4, 2016, SEVENTY TWO (72) HOURS PRIOR TO THE MEETING PER GOVERNMENT CODE 54954.2 IN THE GOVERNMENTAL CENTER'S DISPLAY CASE, 11600 AIR EXPRESSWAY, AND ADELANTO, CALIFORNIA.

Cynthia M. Herrera

CYNTHIA M. HERRERA, CITY CLERK, MMC/SL

REGULAR MEETING
February 10, 2016

YOU'RE CITY GOVERNMENT

CHARTER CITY: Ratified by the electors of the City at an election on November 3, 1992. "A Charter City can do what the Charter permits it to do, so long as there is not direct violation of the State Constitution".

CITY COUNCIL: The City Council of the legislative and policy-making body of the City. The City Council is composed of one elected Mayor and four Council Members, elected at large (to represent the entire City), to serve four year, staggered terms.

CITY MANAGER: The City Manager is the chief executive officer responsible for the administration of City affairs.

CITY COUNCIL MEETING: The regular meeting of your City Council is a vital part of the democratic process in the conduct of the City's affairs. These meetings are open to the public and conducted by your elected representatives who are responsible, as a body, for the operation of Adelanto's City Government. The Council appreciates your interest and urges citizen participation in government matters.

LEGISLATIVE TERMS

ORDINANCES: Ordinances are the means by which the City enacts its local laws. Unless an urgent situation exists, ordinances will first be presented at a Council meeting as a "first reading". At a subsequent Council meeting, there will be a second reading and adoption. Ordinances go into effect after a waiting period of thirty days, in most cases, during which time the summary of the ordinance is published in a local newspaper approved for this purpose.

RESOLUTIONS: Resolutions and minute orders are the means by which the City Council formally adopts policies or approves specific actions. These go into effect when adopted.



Rich Kerr
Mayor

Jermaine Wright Sr.
Mayor Pro-Tem

Ed Camargo
Council Member

Charley B. Glasper
Council Member

John "Bug" Woodard Jr.
Council Member

Cynthia M. Herrera, MMC
Interim City Manager

MEETING NOTICE

NOTICE OF A REGULAR MEETING OF THE
CITY OF ADELANTO CITY COUNCIL,
ADELANTO PUBLIC UTILITY AUTHORITY,
ADELANTO COMMUNITY BENEFIT CORPORATION,
AND
THE SUCCESSOR AGENCY BOARD

NOTICE IS HEREBY GIVEN that the meeting of City Council, Adelanto Public Utility Authority, Adelanto Community Benefit Corporation, and the Successor Agency Board of the City of Adelanto will meet in a Regular Meeting at the following time and place.

TIME

Closed Session: 5:00 P.M.
Regular Meeting: 7:00 P.M.
Wednesday
February 10, 2016

PLACE

Adelanto Governmental Center
Adelanto Council Chambers
11600 Air Expressway
Adelanto, CA 92301

Cynthia M. Herrera
City Clerk of the City of Adelanto
and of the City Council thereof

DATED: February 4, 2016



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim City Manager/ City Clerk

BY: Steve Peltier, Community Safety Manager

SUBJECT: ANIMAL CARE & CONTROL DEPARTMENT MONTHLY REPORT – JANUARY 2016

STAFF RECOMMENDATION:

Staff requests that City Council approve the Animal Care & Control report for January 2016

BACKGROUND:

See attached

FISCAL IMPACT:

None

ATTACHMENTS:

1. Monthly report for January 2016

ANIMAL CARE & CONTROL DEPARTMENT MONTHLY REPORT – JAN 2016

Calls received by phone/dispatch/VM:	204		
NOV's issued to Public:	4		
Citations issued to Public:	16		
Canvassing / licenses sold in field:	0		
LIVE Dog / cat picked up for the month:	Dogs 103	Cats 20	
Dog(s) captured at large:	Dogs 41		
DOA Dog / cat picked up for the month:	Dogs 14	Cats 2	
Animal bite reports taken:	3		
Dog / cat on quarantine:	Dogs 3	Cats 0	
Owner turn in / release:	Dogs 11	Cats 0	
Dog / cat returned to owner:	Dogs 20	Cats 0	
Dog / cat stolen, escaped, etc:	Dogs 0	Cats 0	
Dog / cat euthanized at veterinarian:	Dogs 4	Cats 0	
Farm animals picked up:	0	Snakes picked up:	0
		Bees:	0

NOTES:



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cindy Herrera, Interim City Manager

BY: Mark de Manincor, Senior Planner

SUBJECT: DEVELOPMENT SERVICES REPORT FOR JANUARY 2016

STAFF RECOMMENDATION

Receive and file the Development Services Department Monthly Report for January 2016.

BACKGROUND

See attachments.

FISCAL IMPACT

See attachments.

ATTACHMENTS:

1. Activity Report January 2016
2. Financial Report January 2016



Development Services Department
Planning Division

February 10, 2016

Subject: Monthly Development Services Activity Report for January 2016.

PROPOSALS CONSIDERED BY THE PLANNING COMMISSION:

1. Capital Improvement Report.
2. Project Status Report.

PROPOSALS CONSIDERED BY THE CITY COUCIL:

1. Medical Marijuana Cultivation Permit Application Report.

PROJECTS REVIEWED BY THE DEVELOPMENT REVIEW COMMITTEE:

1. TUP 15-19, Adelanto Grand Prix.

GEOGRAPHIC INFORMATION SYSTEMS PROJECTS:

1. Miscellaneous Exhibits.

NEW PROJECTS:

1. Business License Review 16-01, Fermin Arroyo, Dress Making, 11416-11424 Chamberlaine Way.
2. Code Amendment 16-01, City of Adelanto, Chapter 17.165 Nonconforming Uses and Structures.
3. Home Occupation Permit 16-01, Selene Pedraza, Home Office for Tax Service, 11715 Lee Avenue.
4. Home Occupation Permit 16-02, Jorge Dimas and Araceli Alvarez, Home Office, Catalog Jewelry Sales, 10214 Lawson Avenue.
5. Medical Marijuana Cultivation 16-01, M-Three, LLC, 20,000 facility, 9517 Commerce Way.
6. Medical Marijuana Cultivation 16-02, ROC Health Center, 35,000 facility, Beaver/Industry 3129-251-33.
7. Preliminary Review 16-01, Arun Phadnis, Medical/Senior Housing/Retail, Yucca and HWY 395.
8. Zoning Letter 16-01, John Paulson, 17926 and 17928 Hermosa Street.

SPECIAL STUDIES/PROJECTS:

1. None.

City of Adelanto
Development Services Department
Monthly Financial Report
Jan-16

	<u>YTD</u> <u>APPLICATIONS</u> <u>JANUARY 2016</u>				<u>LAST YTD</u> <u>APPLICATIONS</u> <u>JANUARY 2015</u>	<u>LAST YTD</u> <u>MONIES</u> <u>JANUARY</u> <u>2015</u>
	New Applications	New Deposits	New Applications YTD	New Deposits YTD	New Applications	Deposits
Conditional Use Permits	0	\$0.00	0	\$0.00	1	\$2,735.00
Extensions of Time	0	\$0.00	0	\$0.00	0	\$0.00
General Plan Amendments	0	\$0.00	0	\$0.00	1	\$2,220.00
Home Occupation Permits	2	\$190.00	2	\$190.00	1	\$95.00
Location and Development Plans	0	\$0.00	0	\$0.00	1	\$1,070.00
Medical Marijuana Cultivation Permit	2	\$14,000.00	2	\$14,000.00	0	\$0.00
Minor Conditional Use Permit	0	\$0.00	0	\$0.00	0	\$0.00
Misc	0	\$0.00	0	\$0.00	0	\$0.00
Location and Development Plans - MOD	0	\$0.00	0	\$0.00	0	\$0.00
Landscape Plan Check	0	\$0.00	0	\$0.00	0	\$0.00
Zoning Letters	1	\$255.00	1	\$255.00	0	\$0.00
Preliminary Reviews	1	\$255.00	1	\$255.00	0	\$0.00
Sign Permits	0	\$0.00	0	\$0.00	0	\$0.00
Temporary Use Permits	0	\$0.00	0	\$0.00	1	\$275.00
Tentative Parcel Maps	0	\$0.00	0	\$0.00	1	\$2,630.00
Tentative Tract Maps	0	\$0.00	0	\$0.00	0	\$0.00
Zone Changes	0	\$0.00	0	\$0.00	1	\$0.00
Environmental Fees	0	\$0.00	0	\$0.00	1	\$1,380.00
New Business Review	1	\$100.00	1	\$100.00	2	\$200.00
TOTAL	7	\$14,800.00	7	\$14,800.00	10	\$10,605.00

*Misc. includes Certificates of Compliance, Lot Line Adjustments, Lot mergers, Minor Variance, Major Variances zoning letters and other occasional applications

*Misc. MHC

City of Adelanto
Community Development Department
Monthly Activity Report
Jan-16

Customer Service	Monthly Activity		Year-To-Date	Year to Date	LAST YTD	LAST YTD
	Phone Contacts	Counter Contacts	Phone Contacts	Counter Contacts	Phone Contacts	Counter Contacts
January	175	71	175	71	96	51
February	0	0	0	0	0	0
March	0	0	0	0	0	0
April	0	0	0	0	0	0
May	0	0	0	0	0	0
June	0	0	0	0	0	0
July	0	0	0	0	0	0
August	0	0	0	0	0	0
September	0	0	0	0	0	0
October	0	0	0	0	0	0
November	0	0	0	0	0	0
December	0	0	0	0	0	0



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: February 10th 2016

TO: Honorable Mayor and City Council Members

FROM: Cindy Herrera, City Clerk

BY: Patrick Carroll – Interim Building Official 

SUBJECT: BUILDING & SAFETY DEPARTMENT – January 2016.

STAFF RECOMMENDATION:

Staff requests that the City Council approve the monthly Building and Safety Department report for January 2016.

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

1. Monthly Building & Safety Report

Agenda Report (cont'd)

STATUS BY PERMITS ISSUED, PERMIT FEES & VALUATIONS – OCTOBER 2015

PERMITS

MONTH	SFR	NEW COMMERCIAL/MFG/IND	T/I TENANT IMPROVEMENTS	MISC
JULY 2015	0	0	4	64
AUG 2015	0	0	2	70
SEPT 2015	0	0	2	88
OCT 2015	0	0	1	65
NOV 2015	16	0	7	115
DEC 2015	0	0	1	57
JAN 2016	5	0	4	63

NOTE: Miscellaneous permits covers patios, fences, gas test, reroofs, block walls, etc., anything other than the actual construction of a new dwelling or business

Agenda report (cont'd)

PERMIT FEES

MONTH	NEW SFR	NEW COMM/MFG/IND	T/I TENANT IMPROVEMENT	MISC PERMITS	PLAN CHECK
JULY 2015	\$0.00	\$0.00	\$594.00	\$9,142.00	\$3,780.00
AUG 2015	\$0.00	\$0.00	\$504.00	\$9,416.50	\$5,292.00
SEPT 2015	\$0.00	\$0.00	\$588.00	\$11,796.65	\$4,032.00
OCT 2015	\$0.00	\$0.00	\$108.00	\$8,885.00	\$4,956.00
NOV 2015	\$16,955.00	\$0.00	\$1,246.00	\$18,575.00	\$2,856.00
DEC 2015	\$0.00	\$0.00	\$0.00	\$6,356.00	\$3,024.00
JAN 2016	\$6,085.00	\$0.00	\$240.00	\$7,135.00	\$2,856.00

DEVELOPMENT & ASSOCIATED FEE BREAKDOWN: NOV 2015 AND DEC 2015

PERMIT TYPE	SMIP	GREEN	PARK	MASTER DRAINAGE	FIRE	Circulation
Comm/Ind			X	X	X	X
T.I.	\$0.00	\$0.00	X	X	X	X
Misc. Permits	\$50.87	\$30.00	X	X	X	X
NEW SFR	\$200.14	\$64.00	\$14,450.00	\$15,660.06	\$1,175.00	\$22,260.00

Agenda Report (cont'd)

VALUATION

MONTH	SFR	COMMERCIAL/ MFG/IND	T/I TENANT IMPROVEMENT	MISC
JULY 2015	\$0.00	\$0.00	\$0.00	\$496,536.00
AUG 2015	\$0.00	\$0.00	\$66,893.00	\$550,768.00
SEPT 2015	\$0.00	\$0.00	\$6,637.00	\$599,571.00
OCT 2015	\$0.00	\$0.00	\$1,500.00	\$399,101.00
NOV 2015	\$4,525,355.00	\$0.00	\$16,905.00	\$422,000.00
DEC 2015	\$0.00	\$0.00	\$0.00	\$321,312.00
JAN 2016	\$1,539,587.00	\$0.00	\$0.00	\$381,734.00

Agenda Report (cont'd)

TOTAL OF FINAL INSPECTIONS

MONTH	Commercial Finals	SFR Finals	Miscellaneous Residential Finals
JULY 2015	2	3	55
AUGUST 2015	3	26	46
SEPT 2015	0	17	54
OCT 2015	1	7	59
NOV 2015	1	6	44
DEC 2015	3	0	37
JAN 2016	5	8	22



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim City Manager

BY: Don Wappler, Assistant Superintendent

SUBJECT: PUBLIC WORKS MONTHLY DEPARTMENT REPORT FOR STREETS, PARKS,
BUILDING FACILITIES AND STADIUM – JANUARY 2016

STAFF RECOMMENDATION:

Staff requests the City Council approve the Public Works Monthly Report for January 2016

BACKGROUND:

FISCAL IMPACT:

None

ATTACHMENTS:

1. Monthly report for January 2016

**CITY OF ADELANTO
PUBLIC WORKS DEPARTMENT
BUILDING FACILITIES, STADIUM, STREETS AND PARKS
JANUARY 2016**

- **RICHARDSON PARK:** Restrooms are cleaned and restocked daily. Cleaned around play equipment. Removed trash and debris from park. Blew off concrete areas in skate park and basketball court and weeded skate park. Inspected play equipment. Cut off exposed bolts on dome climber. Repaired broken ½" copper line in restrooms. Had teeter-totter welded due to vandalism and re-installed. Wrapped pipes with insulation to prevent freezing in restrooms. Installed new door for restroom and painted door. Trimmed all trees.
- **RICHARDSON PARK SOCCER FIELD:** Removed trash and debris from soccer field.
- **RICHARDSON PARK LITTLE LEAGUE:** Removed trash and debris from park. Restrooms are cleaned and restocked daily. Installed new curb stop in parking lot, weeded and trimmed trees. Blew out dug outs and raked up all leaves and debris. Repaired 2" valve. Repaired sink in women's restroom.
- **CITY HALL:** Replaced light bulbs under canopy at main entrance, assembled 6 chairs, 1 table and hung a television in break room downstairs, removed old couches and took to yard, hung a television on the wall in the council members office. Painted wall in Engineering area, installed magazine rack on wall in break room, did touch up paint on wall by bottom of stairs.
- **SENIOR CENTER:** Restocked paper products and checked cleaning of restrooms. Removed and replaced broken hose bibs. Replaced light bulb. Removed graffiti and filed police report. Removed weeds from around facility.
- **SHERIFFS DEPARTMENT:** Removed 9 sets of blinds from offices and installed 9 new sets of blinds.
- **FIRE DEPARTMENT (RANCHO ROAD):** Checked on leaking shower valve and capped it off until new part comes in, installed a new p-trap under sink and ran a snake to clear clogged drain.
- **DESERT TRAILS PARK:** Restrooms are cleaned and restocked daily. Removed trash and debris from park. Inspected play equipment. Cleaned around play equipment. Blew off sidewalks. Operated weeded eater to remove weeds around fence line, picnic tables, benches, trash cans and trees. Replaced light bulbs in men's restroom. Repainted 6 benches due to graffiti and replaced trash cans that had been vandalized. Ordered new platform for play equipment that had been vandalized.

**CITY OF ADELANTO
PUBLIC WORKS DEPARTMENT
BUILDING FACILITIES, STADIUM, STREETS AND PARKS
JANUARY 2016**

- **DESERT TRAILS LITTLE LEAGUE:** Removed trash and debris. Operated weed eater to remove weeds from fence line, benches and trash cans. Blew out dug outs.
- **SIERRA PARK:** Removed trash and debris from park. Cleaned around play equipment. Inspected play equipment. Operated weed eater to remove weeds from around trash cans and tables. Removed 12 trailers loads of grass which completed the removal of grass by sidewalk and curb areas. Installed 2 new trash cans due to vandalism. Dug up and repaired sprinklers next to sidewalks and capped them off in preparation for new water conserving ground material.
- **MAVERICK STADIUM:** Removed 30 old toilets and installed 30 new water efficient toilets, installed 16 new toilet seats, removed 17 urinals and drilled new holes for 12 new wall mount brackets, installed 17 new water efficient urinals with tailpieces, leveled dirt area and graded a pad for the water tank to be installed. Repaired leaky fixtures in conference room men's restroom.
- **PUBLIC WORKS YARD/VEHICLE MAINTENANCE:** Serviced vehicles and equipment as needed which included but not limited to oil changes, flat repairs, installing new tires, tire rotations, installing new batteries, replace windshield wipers, brakes and prepare city staff vehicles for reservations, repaired trailer wires and lights, repaired light on top of PW vehicle, replaced mirror, and compressor pulley on asphalt truck, replaced grader blade, fueled generator at sewer plant, replaced governor on water truck compressor, refueled fueling truck, installed 2 hoses on skid steer, removed hydraulic broom motor on sweeper and replaced brooms, hydraulic broom motor and water line on sweeper.
- **LANDSCAPE TRACTS:** Operated weed eater, trimmer and blower for curb line on east side of Twilight from Cactus/Poppy, Poppy from Twilight/Jonathan, Jonathan from Poppy/Cactus, Seneca from Vista Del Sol/Aster, Verbena from Seneca/Thorndale, south side of Mojave from Alexandria/Bellflower, Bellflower from Mojave/Victor, Jonathan from Mojave/Cactus, Pearmain from Cactus/Holly, Holly from Pearmain/Caliente, Caliente from Holly/Cactus and Jonathan from Mojave/Danielle.
- **WEED ABATEMENT-EASEMENTS WITH TRACTOR, TRUCK and/or TRAILER:** Operated tractor, weed eater, trimmer and blower to remove weeds on south side of Air expressway from Delicious/Hwy 395, Bellflower from Air Expressway/Cactus, Aster from Air Expressway/Kemper, Air expressway on south side starting at Bellflower going east, south side of Seneca from Palm/Hwy 395, north side of Seneca from Hwy 395/Aster, east side of Delicious from Seneca going south to end of dirt and west side of Delicious going north to Seneca.

CITY OF ADELANTO
PUBLIC WORKS DEPARTMENT
BUILDING FACILITIES, STADIUM, STREETS AND PARKS
JANUARY 2016

- **DRAINS and/or WASHES:** Removal of weeds and trash from drains on Holly/Delicious, Victor, Bartlett, Rancho, Seneca, Poppy/Pearmain and on Villa between Delicious/Bellflower.
- **ASPHALT:** Operated asphalt truck and/or flatbed truck to apply 38 tons of asphalt on streets on north and south side of City where needed. Koala, Muskrat, Stevens, Chamberlaine, Adelanto, Rancho, White, Lee, Casaba, Hardy, Hermosa, Bartlett, Air Expressway, Pearmain, Bellflower, Seneca, Mojave, Verbena, Villa, Jonathan, Victor, Yucca, Aster, Daisy, Joshua, Bonanza, Panther, Joshua, Montezuma, Lupin, Sutter, Cornell, Reiman, Sand, Margie, Rhode Island, Cactus, El Mirage and Victor. Two large patch on Casaba for Water dept.
- **GRADER:** Operated the grader to resurface and/or realign dirt roads maintained by the City on Raccoon, shoulders of Bellflower from Rancho/Cactus, Koala, and Air Expressway from Aster/Bellflower, Holy, Yucca and Violet.
- **SWEEPER:** Operated the sweeper on north and south sides of the city for approximately 98.6 curb miles. Operated sweeper to assist in drain cleaning on Seneca.
- **SIGNS & POSTS:** Removed stickers, papers and graffiti from signs and street name signs. Tightened and realigned signs and post as needed. Replaced 2 stop signs at Lee/Pearmain, installed 2 new post and stop signs at Jonathan/Victor and installed ne concrete and post at Muskrat/Jay several times due to vandalism.
- **GRAFFITI:** Applied paint to remove graffiti from block walls, light post, street signs, and sidewalks throughout the city. Operated the paint sprayer to cover graffiti on block walls on the north and south side of city. Applied graffiti remover on street signs on north and south side of city. Operated the pressure washer to remove graffiti from sidewalks, walls and curbing. Removed yard sale signs and posted signs hung by residents and never removed. Removed graffiti in and on restrooms, bleachers, backstops, play equipment and on trash cans as needed in parks.
- **BUS SHELTERS:** Removed weeds and debris from bus stops and bus shelters as needed. Operated pressure washer on bus shelters as needed. Removed trash, stickers and graffiti from signs, benches, and concrete at bus stops and shelters as needed.

**CITY OF ADELANTO
PUBLIC WORKS DEPARTMENT
BUILDING FACILITIES, STADIUM, STREETS AND PARKS
JANUARY 2016**

COMPLETED ASSIGNMENTS:

- Daily pothole maintenance
- Daily graffiti removal
- Stocked storage areas at city hall and senior center with paper products for cleaning service
- Picked up and returned 12 abandoned shopping carts to stores
- Took 10 recycle trash bins from water yard over to Belen's office at city hall
- Set up flooded signs on north & south side of town and removed signs after weather cleared
- Set up new water tank at Stadium
- Completed the removal of Christmas decorations from city streets and City Hall and took to water yard
- Closed and opened roads for Grand Prix
- Operated tractor and/or shovel to remove dirt and debris due to rain from the intersections on Air Expressway/Bellflower, Bellflower/Holly, Bellflower/Cactus, Bellflower/Rancho, Lee between Verbena/Casaba, Cactus/Jonathan, Chamberlaine/New Hampshire, Air Expressway/Lilac, Air Expressway/Aster
- Operated tractor to fill in sides of road with dirt on Bellflower that washed away due to rain and cleaned up Poppy and Holly dirt roads
- Operated the dump truck to remove 24 loads of dirt from the stadium infield after Grand Prix
- 7 tons of asphalt used to patch 2 areas on Casaba after Water Department repaired leaks
- Repaired key board tray for Water Dept. at City Hall
- Delivered bleachers to Victorville Fair Grounds after Grand Prix
- Had the damaged drain area on Seneca removed and installed a new wider drain that will allow the water to flow freely during the rainy season
- 2 block walls repaired that had been damaged by vehicles driving through them

PROJECTS FOR FEBRUARY:

- Continue to paint stop and stop bars
- Continue to repaint striping on all streets
- Continue to remove graffiti
- Continue weekly pothole maintenance
- Continue weed abatement/chemical spraying program
- Continue to inspect playground equipment
- Continue to inspect all street related signs for any missing or in need of repair throughout city
- Solar light project
- Continue to replace all broken sprinklers in all landscape areas



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Nathan Coapstick, Public Works Project Coordinator

SUBJECT: ENGINEERING DEPARTMENT MONTHLY REPORT FOR JANUARY 2015

STAFF RECOMMENDATION:

Staff recommends that the City Council accept the Engineering Department's Monthly Report.

BACKGROUND:

Attached is the Monthly Report for the Engineering Department. This report is prepared to provide the City Council with an update of the activities of the City Engineer's Office.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Monthly Report –Engineering Department Report for January 2016.

**CITY OF ADELANTO
MONTHLY REPORT
ENGINEERING DEPARTMENT
JANUARY 2015**

Client Service:

- Received **102** telephone calls:
 - Engineering Project Coordinator: **84** calls
- Helped **155** Clients at the Engineering Counter:
 - Engineering Project Coordinator: **105** Clients helped
- Received **814** e-mails & voice-mails:
 - Engineering Project Coordinator: **814** e-mails

Scheduled Meetings:

- Met with **1** developer(s) regarding potential commercial/ industrial project.
 - City Engineer met separately with representative of various industrial and commercial developments.
- Met with **0** developer(s) regarding potential residential projects.
- Attended **1** Design Review Committee (DRC) Meetings.
 - Prepared **0** set of Conditions of Approval for Entitlement.
- Attended **1** Training and regional planning meeting(s)

Permits Issued:

- Issued **5** Encroachment Permits to various public utilities and residents, including installing residential walls in the public-right-of-way and installing drive approaches.
- Issued **0** Grading Permit(s).
- Issued **0** Land Disturbance Permit(s).
- Issued **0** Pool Grading Permit(s)
- Surveyed for Joshua Trees and issued Native Vegetation Removal Permits for **0** site(s) covering **0** specimens.
- Issued **19** Transportation permit(s).

Applications Received:

- Received and processed **2** Submittals for Engineering Plan Check Review:
- Received and processed **0** Submittal for Sewer and Water Feasibility Studies.
- Received **0** Applications for Certificate of Compliance
- Received **0** Application for street addressing.
- Received **0** Application for Right-of-Way Dedication
- Received **0** Application for Right-of-Way Vacation
- Received **0** Application for Lot Line Adjustment

Engineering Projects:

- Continued Working on Processing and Data Entry of All Project Related Maps and Plans.
- Performed several records request information retrievals
- Performed utility line and plan lookups for City staff and Developers
- Continued process of updating Sewer & Water City Models to work in Info water & Info Sewer
- Performed several exercises to improve GIS system knowledge
- Continued work on new GIS Server application for public works asset location maps and database.
- Performed various property information retrievals for planning and engineering department
- Performed numerous inspections for encroachment permits and other civil improvement projects throughout the city.
- Received Bid results for Hwy 395 & Mojave Project
- Received Bid results for Bellflower Project

Parks & Facilities Scheduled Usage:

Location	Hours Used
Mgrdichian Park Baseball Field	26
Mgrdichian Park Baseball Field Lights (Field 2)	10
Mgrdichian Park Softball Field	16
Richardson Park Baseball Field	34.75
Richardson Park Baseball Field Lights	31.25
Grand Total	118



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim City Manager / City Clerk

BY: Steve Peltier, Community Safety Manager

SUBJECT: CODE COMPLIANCE DEPARTMENT MONTHLY REPORT – JANUARY 2016

STAFF RECOMMENDATION:

Staff requests the City Council approve the Code Compliance monthly report for January 2016.

BACKGROUND:

Property Inspections:	185
Apartment Inspections:	0
Other Service Calls:	12
Total Parking Citations:	7
Total Administrative Citations:	54

FISCAL IMPACT:

Cost recovery, apartment inspections and citation fines have a positive fiscal impact of \$29,533.30

ATTACHMENTS:

1. Monthly Report
2. Detailed daily overview of work completed by individual officers.

CITY OF ADELANTO CODE COMPLIANCE MONTHLY STATS FISCAL YEAR 2015-2016

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Totals
Property Inspections Conducted	128	223	208	282	249	66	185						1341
Apartment Inspections Conducted	189	32	72	0	0	0	0						293
Other Service Calls	7	14	5	17	13	8	12						76
Abatement Warrants Issued	0	0	0	0	0	4	0						4
Total Parking Citations Issued	11	25	51	38	18	27	7						177
Total Administrative Citations Issued	11	31	28	55	53	22	54						254
Criminal Citations Issued	0	0	0	0	0	0	0						0
Apartment Inspections Paid	\$850.00	\$2,026.46	\$1,312.34	\$10,180.00	\$650.00	\$25.00	\$12,862.00						\$27,905.80
Parking Citations Paid	\$3,271.65	\$601.00	\$259.60	\$2,024.59	\$617.93	\$1,106.65	\$1,452.07						\$9,333.49
Administrative Citations Paid	\$1,600.00	\$1,022.50	\$1,154.17	\$792.51	\$1,177.50	\$2,040.00	\$2,390.00						\$10,176.68
Statement of Cost Paid	\$3,718.10	\$1,002.85	\$2,186.25	\$1,202.58	\$5,006.98	\$3,985.88	\$12,829.23						\$29,931.87
Civil Restitution Fees Paid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						\$0.00

\$9,439.75 \$4,652.81 \$4,912.36 \$14,199.68 \$7,452.41 \$7,157.53 \$29,533.30 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 TOTAL
\$77,347.84

CASE LOAD

Month/Year Jan 2016

Officer De La Torre

Date	Tire Grant					CDBG / South																ACO		Housing Units receiving Violations:	Housing units where Code violations were corrected by owner	Housing units where code violations were corrected using other funds			
	Surveillance		Tire Inspections		Miles Driven	Total # of Calls		Apartment Inspection		Inspections		Warrants		Cites		Other Calls		Code Tech		Notices		Closed					Reg	O.T.	
	Hours	# Tires	Hours	Inspect		CDBG	South	CDBG	CDBG	South	CDBG	South	CDBG	South	CDBG	South	CDBG	South	CDBG	South	CDBG	South	CDBG				South	CDBG Only	CDBG Only
10416	-	-	-	-	-	2	2			2	1			1	2	2	1			2	1					2	0	0	
10716	-	-	-	-	-	14	0			11				2		1	2			2		8				2	8	0	
11116	-	-	-	-	-	0	14				12						2				1		6			0	0	0	
11916	-	-	-	-	-	0	11				4			7									3						
12016	-	-	-	-	-	14	1			6	1			4		4				2		2				2	2	0	
	-	-	-	-	-	0	0																			0	0	0	
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-	-	-	-	0	0																				0	0	0
	-	-																											

CASE LOAD

Month/ Year Jan 2016

Officer G. Cox

Date	Tire Grant					CDBG / South																ACO		Housing Units receiving Violations:	Housing units where Code violations were corrected by owner	Housing units where code violations were corrected using		
	Surveillance		Tire Inspections		Miles Driven	Total # of Calls		Apartment Inspection	Inspections		Warrants		Cites		Other Calls		Code Tech		Notices		Closed		Reg				O.T.	
	Hours	# Tires	Hours	Inspect		CDBG	South	CDBG	CDBG	South	CDBG	South	CDBG	South	CDBG	South	CDBG	South	CDBG	South	CDBG	South						CDBG Only
10416	-	-	-	-	-	8	12			5	12			1	6	2				2	6	8			0	6	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
	-	-	-	-	-	0	0																		0	0	0	
Total	0.00	0	0.00	0	0	8	12	0		5	12	0	0	1	6	2	0	0.00	0.00	0	2	6	8	0.00	0.00	0	6	0

South-Inspections, citations, other contacts and warrants =South 12 calls for service.
 CDBG-Inspections, citations, other contacts and warrants =CDBG 8 calls for service.



Department of Public Works Engineering

DATE: February 2, 2016

TO: Honorable Chairman and Public Utility Authority Members

FROM: Cynthia M. Herrera, MMC, Interim Executive Director/ City Clerk

BY: Nathan Coapstick, Public Works Project Coordinator

SUBJECT: APUA Monthly Report Water System- December 2015

ATTACHMENTS:

1. APUA Monthly Report Water System December 2015



January 27, 2015

Mr. Thomas W. Thornton
City Engineer/Director of Public Works
11600 Air Expressway
Adelanto, CA 92301

11780 Air Expressway
Adelanto
California 92301
Office 760.246.2300
www.percwater.com

RE: December 2015; ADELANTO WATER SYSTEM ASSET MANAGEMENT REPORT

Dear Mr. Thornton,

Enclosed is the Adelanto Water System Asset Management Report. PERC Water's intention is to inform the City of Adelanto, California of how the water system has been performing each month.

In today's service-oriented society, proactive customer service is sought to enhance future business growth. PERC Water is dedicated to the highest caliber of customer service with a sense of quality, timeliness and accuracy. However, if you have any inquiries, please do not hesitate to contact me at (760) 987-4655.

We look forward to continuing our services to you and the City of Adelanto, California.

Sincerely,

Victor M. Reid
Water Superintendent
PERC Water Corporation
Asset Management Division

Cc: Nate Owen, COO, PERC Water Corporation
David A. Kachelski, Area Operations Manager/CPO, Adelanto WWTP,
PERC Water Corporation
Colton Schmidt

Adelanto Water System

Monthly Asset Management Report

prepared for the City of Adelanto, California

December 2015

TABLE OF CONTENTS

Section A
Executive Summary

Section B
Iron & Manganese Report

Section C
Distribution System

Section D
Repair & Upgrades

Section E
Completed Work Orders

Section F
Preventive Maintenance

Section G
Laboratory Results

Section A

Executive Summary



EXECUTIVE SUMMARY

The executive summary is a brief overview of the APUA water system, which includes water production, treatment, and distribution. Additional information can be found in more detail in other sections of this report.

The water system is maintained and operated by State Certified Treatment and Distribution Operators. Two Operators are on-call 24/7 and ready to respond to emergencies at the Water Utility System promptly within ten (10) minutes by phone and within thirty (30) minutes after receiving the call. Should the severity of the emergency require additional personal all staff is available 24/7.

WATER OPERATIONS STAFFING

David Kachelski – Area Operations Manager

Victor Reid – Water Superintendent

Ryan Jordan – Operator II

Shaun Adams – Operator II

David Bowler – Operator II

David Hawkins – Operator I

Keegan Carrell – General Labor

WATER PRODUCTION, DISTRIBUTION, & STORAGE

Water Produced (Gallons)	89,223,000	Treated Water (Gallons)	64,819,000
Intertie Water Accepted	0	Booster Pumps in Service	9 of 15
Wells Running	8 of 10	Service Lines Replaced	3
Reservoirs in Service	6 of 6	Leaks Identified	9
Mainline Leaks	1	Meter Box Lid Replaced	8
Meter Change Outs	17	Compliance Issues	0
Curb/Angle Stops Replaced	2	Repaired Fire Hydrants	0
Annual Backflow letters sent	0	City BackFlow Devices Repaired	0
City Back Flow Devices Tested	3	Pressure Concerns	5
Air Vacuum Releases Serviced	0	Hydrants Flushed	0
Power Failures	0	Reportable Injuries/Accidents	0
Security Issues	0	USA Line Locates	136

BILLING & CUSTOMER SERVICE

Turn ONs	106	Turn OFFs	51
Meters Read		Re-Read	5
OFFs for Repairs	2	Pulled Meters	0
Brown Water Complaints	4	After Hours Emergency Call Outs	2
Residential Gallons/Capita/Day		% Residential Usage	
Water Quality Calls	7	Certificate of Occupancy	0
Meter Sales			



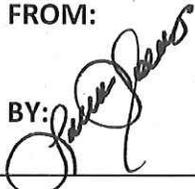
CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY:  Lillian Salcido, BSBA, Human Resources Manager-HR/Risk Management

SUBJECT: APPROVAL OF JOB CLASSIFICATION AND SALARY SCHEDULE

STAFF RECOMMENDATION:

Approval of the **Counter Service Technician** job classification and salary range.

BACKGROUND:

As the City continues to reorganize in order to become more efficient, there will be a need for a Counter Service Technician position. This position will be non-management. The Counter Service Technician position is not currently in the City's classification plan.

The salary range for this position will be \$35,472.00-\$39,924.00 per year.

Staff is requesting that the attached job description and associated salary range be approved at this time.

FISCAL IMPACT:

The funding for this position is included in the 2015/2016 FY Budget.

ATTACHMENTS:

1. Job Classification
2. Resolution No. 16-05
3. Salary Schedule

RESOLUTION NO. 16-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ADELANTO, COUNTY OF SAN BERNARDINO,
CALIFORNIA, AUTHORIZING THE COUNTER
SERVICE TECHNICIAN JOB CLASSIFICATION**

WHEREAS, staff has identified organizational structure change and hereby recommend approval of the Counter Technician job classification.

Counter Service Technician

\$35,472.00-\$39,924.00

NOW THEREFORE, the City Council of the City of Adelanto hereby resolves as follows:

Section 1. An amended salary schedule including the new employee classification that establishes compensation rates for Municipal Employees is hereby established as attached hereto on Exhibit "A" and made part of hereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Adelanto this 10th day of February, 2016.

Rich Kerr
Mayor, City of Adelanto

ATTEST:

Cindy Herrera, City Clerk
City of Adelanto

Resolution No. 16-05
Page 3

I, Cindy M. Herrera, City Clerk of the City of Adelanto, California, do hereby certify that the foregoing Resolution No. 16-05 was duly and regularly adopted at a regular meeting of the City Council of the City of Adelanto on this 10th day of February 10, 2016 be the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I hereunto set my hand and affix the official seal of the City of Adelanto on the 10th day of February 10, 2016.

Cindy M. Herrera, City Clerk, MMC

**CITY OF ADELANTO
PERMANENT EMPLOYEES**

Personnel						<u>Bargaining Unit</u>
City Manager	\$120,00 to \$200,000					M
	Low Scale				High Scale	
Director of Development Services	81,687				149,168	M
Deputy City Manager	74,261				135,608	M
Director of Public Works/City Engineer	74,261				135,608	M
Director of Public Utilities	67,804				129,150	M
Chief Building Official	67,804				129,150	M
Director of City Planning	67,804				129,150	M
City Engineer	67,804				129,150	M
Director of Finance/City Treasurer	67,804				129,150	M
Director of Human Resources/Risk Manager	67,804				129,150	M
Public Works Superintendent	58,763				104,396	M
City Clerk	58,763				104,396	M
Water Superintendent	58,763				104,396	M
Assistant Finance Director	58,763				104,396	M
Assistant Building Official	58,763				104,396	M
Senior Civil Engineer	58,763				104,396	M
Senior Planner	58,763				104,396	M
Senior Management Analyst	49,723				81,795	M
Accounting Supervisor	49,723				81,795	M
Revenue Supervisor	49,723				81,795	M
Assistant Water Superintendent	49,723				81,795	M
Assistant Public Works Superintendent	49,723				81,795	M
Community Safety Manager	49,723				81,795	C
Human Resource Manager	49,723				81,795	C
Steps						
	Step A	Step B	Step C	Step D	Step E	
Associate Planner	63,643	65,552	67,519	69,544	71,630	C
Management Analyst	59,080	60,852	62,678	64,558	66,495	C
Public Works Coordinator	60,350	62,160	64,025	65,946	67,924	U
Assistant Planner	58,323	60,072	61,874	63,731	65,642	U
Associate Civil Engineer	53,207	54,804	56,448	58,141	59,885	U
Information Systems Analyst	52,088	53,650	55,260	56,917	58,625	C
Engineering Technician	52,860	54,446	56,079	57,762	59,495	U
Human Resources Technician	51,748	53,300	54,899	56,546	58,242	C
Code Enforcement Supervisor	52,860	54,446	56,079	57,762	59,495	U
Building Permit Coordinator	51,393	52,935	54,523	56,159	57,844	U
Conservation Specialist	51,393	52,935	54,523	56,159	57,844	U
Building Inspector II	51,327	52,866	54,452	56,086	57,769	U
Junior Engineer	49,887	51,383	52,925	54,513	56,148	U
Animal Control Supervisor	49,887	51,383	52,925	54,513	56,148	U
Customer Service Supervisor	49,887	51,383	52,925	54,513	56,148	U
GIS Coordinator	49,887	51,383	52,925	54,513	56,148	U
Senior Water Operator	45,343	46,704	48,105	49,548	51,034	U
Code Enforcement Officer II	45,343	46,704	48,105	49,548	51,034	U
Mechanic	45,275	46,634	48,033	49,474	50,958	U
Public Works Counter Technician	44,650	45,989	47,369	48,790	50,254	U
Secretary to the City Manager	43,710	45,021	46,372	47,763	49,196	C
Building Inspector I	44,582	45,919	47,297	48,716	50,177	U
Accountant	44,567	45,904	47,281	48,699	50,160	U
Stadium Head Groundskeeper	43,341	44,641	45,980	47,360	48,780	U
Landscape Maintenance District Groundskeeper	43,341	44,641	45,980	47,360	48,780	U
Building/Planning Counter Technician	42,339	43,609	44,917	46,265	47,653	U
Management Assistant	41,448	42,691	43,972	45,291	46,650	C
Administrative Aide-Information Systems Tech II	41,588	42,836	44,121	45,445	46,808	U
Accounting Technician	39,896	41,093	42,325	43,595	44,903	C
Code Enforcement Officer I	39,431	40,614	41,833	43,088	44,380	U
Deputy City Clerk	38,442	39,596	40,784	42,007	43,267	C
Water Conservation Specialist	38,442	39,596	40,784	42,007	43,267	U
Animal Control Officer II	37,579	38,706	39,867	41,063	42,295	U

Business License Inspector	37,579	38,706	39,867	41,063	42,295	U
Recreation Coordinator	37,579	38,706	39,867	41,063	42,295	U
Water Operator III	35,907	36,984	38,094	39,236	40,414	U
Code Enforcement/Animal Control Technician II	35,472	36,537	37,633	38,762	39,924	U
Senior Administrative Assistant	35,472	36,537	37,633	38,762	39,924	U
Assistant to the City Clerk	35,472	36,537	37,633	38,762	39,924	U
Lead Maintenance Worker	35,472	36,537	37,633	38,762	39,924	U
Counter Service Technician	35,472	36,537	37,633	38,762	39,924	U
Senior Account Clerk	35,472	36,537	37,633	38,762	39,924	U
Animal Control Officer I	32,733	33,715	34,727	35,768	36,841	U
Water Operator II	31,291	32,230	33,197	34,193	35,219	U
Maintenance Worker III	30,916	31,843	32,799	33,783	34,796	U
Code Enforcement/Animal Control Technician I	30,916	31,843	32,799	33,783	34,796	U
Water Operator I	27,311	28,130	28,974	29,843	30,738	U
Maintenance Worker II	26,986	27,796	28,629	29,488	30,373	U
Custodian II	26,986	27,796	28,629	29,488	30,373	U
Account Clerk II	26,986	27,796	28,629	29,488	30,373	U
Administrative Aide-Information Systems Tech I	26,986	27,796	28,629	29,488	30,373	U
Administrative Assistant II	26,986	27,796	28,629	29,488	30,373	U
Groundskeeper	23,595	24,303	25,032	25,783	26,557	U
Maintenance Worker I	23,595	24,303	25,032	25,783	26,557	U
Custodian I	23,595	24,303	25,032	25,783	26,557	U
Account Clerk I	23,595	24,303	25,032	25,783	26,557	U
Administrative Assistant I	23,595	24,303	25,032	25,783	26,557	U
Recreation Aide	21,983	22,643	23,322	24,022	24,742	U

Bargining Unit	
Management Group	M
Confidential Group	C
Union Group	U

RESOLUTION NO. 16-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ADELANTO, COUNTY OF SAN BERNARDINO,
CALIFORNIA, AUTHORIZING THE COUNTER
SERVICE TECHNICIAN JOB CLASSIFICATION**

WHEREAS, staff has identified organizational structure change and hereby recommend approval of the Counter Technician job classification.

Counter Service Technician

\$35,472.00-\$39,924.00

NOW THEREFORE, the City Council of the City of Adelanto hereby resolves as follows:

PASSED, APPROVED AND ADOPTED by the City Council of the City of Adelanto this 10th day of February, 2016.

Rich Kerr
Mayor, City of Adelanto

ATTEST:

Cindy Herrera, City Clerk
City of Adelanto

Resolution No. 16-05

Page 3

I, Cindy M. Herrera, City Clerk of the City of Adelanto, California, do hereby certify that the foregoing Resolution No. 16-05 was duly and regularly adopted at a regular meeting of the City Council of the City of Adelanto on this 10th day of February 10, 2016 be the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I hereunto set my hand and affix the official seal of the City of Adelanto on the 10th day of February 10, 2016.

Cindy M. Herrera, City Clerk, MMC

CITY OF ADELANTO

COUNTER SERVICES TECHNICIAN

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DISINGUISHING CHARACTERISTICS:

The **Counter Services Technician** is a pre-professional position that allows the incumbent to develop entry-level knowledge and abilities in the field of municipal planning, engineering, building and safety. Initially, under general supervision, incumbents learn to perform a variety of fundamental support activities in the area of current and advance planning.

SUMMARY DESCRIPTION:

Under general supervision, learns to perform and performs land use and urban planning works, including current and advance planning, and implementation of the City's General Plan; provides public information and assists Planning staff in review and distribution of development application; performs other duties as required and provides administrative information to the public; initiates and updates computerized files; performs minor residential project plan checks; prepares and processes correspondence, documents and reports; and performs plan check submittal services, issues permits and collects all related fees.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Director of Community Development or designee. Incumbents in this class do not exercise supervision.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Respond to inquiries and complaints from the general public over the telephone and in person at the public counter; inspect plans for completeness and accept plan submittals.

1. Enter, update, and/or amend pertinent information or data on computerized data base systems; implement and train others in the use of new systems as assigned.
2. Issue various permits and assign appropriate inspections; review the processing of permits and plans; answer questions regarding permits and related processing information.
3. Compile fee totals on completed plans; extract and compile key paperwork pertinent to permits and field inspections; inform contractors, developers and the general public of plan ready status.

4. Conduct technical searches for plans and files; provide all City departments with maps; answer questions on City property, easements and right-of-way
5. Maintain accurate records and logs concerning permits issued.
6. Calculate and collect appropriate fees.
7. Answer questions relating to permit issuance from contractors, developers, engineers, architects, property owners and the general public both over the phone and at the front counter.
8. Schedule field investigations; maintain equipment and supplies in support of field investigations; assist with organization and storage of paperwork related to investigative reports.
9. Prepare cost recovery invoices and real property requests or releases of liens.
10. Maintain and update the computerized land management system; maintain parcel map books; assign addresses.
11. Develop and maintain informational handouts on current fees, new ordinances, and changes in codes and regulations.
12. Coordinate with administrative support staff related to the preparation, processing, and filing of correspondence and other documents.
13. Assist with the preparation of letters, notices, orders, fines and/or reports for assigned division.
14. Perform related duties as required.
15. Assist with research studies; preparation of reports regarding land use, zoning regulations, urban design, population trends, transportation, community needs, and housing.
16. Provides information and assistance to developers, property owners, and the public regarding laws, regulations, standards, policies and procedures related to the submission of plans, processing of applications, and implementation requirements; investigates and responds to complaints of zoning code violations; performs site inspections; communicates and coordinates with other City departments and outside agencies; coordinates the development review process on public and private projects.
17. Assists staff in review and processing various plans and applications for subdivision, housing, and commercial developments; reviews and processes variances, use permits, and business licenses; determines conformity with laws, regulations, policies, and procedures; conducts project site checks.

18. Maintains, updates, and analyzes data required for community planning; participates in the review, development, revision and maintenance of general plan elements, environmental assessments plans, ordinances, and other policies and procedures.
19. Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Front counter operations and activities for assigned division or department.
Basic methods and techniques of technical research.
Methods and practices of commercial and residential construction.
Principles and practices of building technology, code regulations, and other related studies.
Basic cost accounting and preparation of invoice type documents.
General principles and practices of regulatory compliance.
Basic methods and practices of real property development and maintenance.
Modern office procedures, methods, computer equipment and related software applications.
English usage, spelling, grammar and punctuation.
Principles and procedures of record keeping.
Principles and practices of basic report preparation.
Effective oral and written communication methods and skills.
Pertinent federal, state and local laws, codes and regulations.

Land use, physical design, demographic, concepts as applied to municipal planning; statistical methods and research techniques applicable to the preparation of municipal planning studies; modern use of Geographic Information System (GIS) software; and interpretation of applicable federal, state and local laws, codes and regulations, including the City Municipal Code, relating to zoning, and land use; methods and techniques of scheduling work assignments; modern office practices, procedures, methods, and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices.

Ability to:

Compile statistics and prepare reports.
Work independently in the absence of supervision.
Explain building or regulatory codes to the public, both verbally and in writing.
Respond to complaints, requests and inquiries from the general public.

Issue and track encroachment and grading permits.
Prepare cost accounting documents and invoices.
Schedule and assist with field assignments.
Conduct technical research.
Operate office equipment including computers and related software applications.
Adapt to changing technologies and learn functionality of new equipment and systems.
Maintain accurate records and logs.
Prepare clear and concise reports and correspondence.
Understand and follow oral and written instructions.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.
Interpret maps, site and building plans and specifications, graphs, and statistical data; interpret, read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of work processing and software applications including, spreadsheet, graphic and presentation programs

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

Equivalent to the completion of the twelfth grade, supplemented by specialized training in the building trades, civil engineering, code compliance, planning, or a related field.

Experience:

Two years of increasingly responsible public counter customer service experience.

PHYSICAL, MENTAL AND ENVIROMENTAL WORKING CONDITIONS:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Position requires prolonged sitting, standing, walking, kneeling, squatting, and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine

coordination in preparing reports using a computer keyboard. Additionally, the position requires both near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot, and cold. The nature of the work also requires the incumbent to drive motorized vehicles. The need to lift, drags, and push files, paper and documents weighing up to 25 pounds is also required.

Some of these requirements may be accommodate for otherwise qualified individuals requiring and requesting such accommodations.

Environment: Office environment; work at a centralized public counter; work with computers.

Physical: Sufficient physical ability necessary for standing or sitting for prolonged periods of time.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents.

Hearing: Hear in the normal audio range with or without correction.



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY
| ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Penny Rose, Accounting Supervisor

SUBJECT: CONTRACT SERVICES – “ON-CALL” FINANCE DIRECTOR

STAFF RECOMMENDATION:

That City Council direct staff and/or City Attorney to draft a contract between MVC, MV Cheng & Associates, for contract services as City of Adelanto “on-call” Finance Director and give authority to the Interim City Manager to execute final contract on behalf of the City.

BACKGROUND:

The City of Adelanto is in need of part-time Finance Director, and MV Cheng & Associates is a California Corporation service company with expertise in municipal Finance Director and related Accounting services: who is able to provide “on-call” Finance Director expertise to the City.

Reference checks have been made by contacting other cities that MC Cheng has provided services to in the past, and all have shared positive remarks regarding the service received.

FISCAL IMPACT:

The projected cost for March and April of 2016 would be approximately \$7,600 per month and services per month thereafter at approximately \$3,800.00 per month for a total maximum of \$15,960 to the end of fiscal year 2015-16.

ATTACHMENTS:

Letter of Proposal – MV Cheng & Associates
Resume – Misty V. Cheng



MV CHENG & ASSOCIATES

Municipal Value Consultants

February 1, 2016

City of Adelanto
11600 Air Expressway
Adelanto, CA 92301

Dear Ms. Rose:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for "on call" finance director services for the Adelanto.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Currently, I serve as the Interim Finance Director for the City of El Segundo. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Account Clerk, Accountant, Senior Accountant, and Accounting Manager as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the finance director services requested, I will be presenting myself as a candidate for your consideration. Below is a brief synopsis and the rate. Please refer to the resume attached for more details.

- \$95/\$105 per hour--20 years of municipal experience ranging from Finance Director, Accountant, and Auditor. Experience includes preparation and supervision of annual budget, CIP budget, annual audit, bond financing, special assessment district accounting, investments, risk management.. Overseeing daily operations in accounts payable, payroll, purchasing, general ledger accounting. Available immediately for "on call" advisory services via phone and email at \$95. \$105 per hour is for onsite services at city hall.

MV Cheng & Associates Inc. is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. Some of the sub-contractors are retired, some are in between full time

positions. Should a sub-contractor find a potential full-time position with the City, no additional fee would be charged to convert the sub-contractor to be an employee of the City after expiration of the contract between the City and MV Cheng & Associates Inc. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV Cheng & Associates Inc.** are **Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for "on call" finance director services for your City. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mvcheng@att.net

Sincerely,

Misty V. Cheng
President & CEO

MISTY V. CHENG

Education:

California State University, Northridge, CA
Master of Public Administration

Saint Mary's College of California, Moraga, CA
Bachelor of Science Degree
Major: Accounting, Minor: Business Administration

Experience:

September 2008 -
Present

MV Cheng & Associates Inc. – Pasadena, CA
President & CEO

City of El Segundo, May 2015 - present
Interim Finance Director

- Oversee and manage day to day operations of the finance department including general accounting, accounts payable, accounts receivable, payroll, business license, filming, utility billing, risk management
- Responsible for preparation of annual budget, annual audit

Beach Cities Health District, February – May 2015
Interim Finance Director

- Oversee and manage day to day operations of the finance department including general accounting, accounts payable, accounts receivable, payroll
- Responsible for preparation of annual budget

City of Sierra Madre, Aug. 2014 – April 2015
Interim Finance Director

- Oversee and manage day to day operations of the finance department including general accounting, accounts payable, payroll, preparation of ROPS
- Responsible for audit preparation and completion of CAFR

City of South Gate, Sept. 2014 – Jan. 2015
Interim Finance Director

- Oversee and manage day to day operations of the finance, purchasing, information technology divisions
- Responsible for completion of CAFR
- Member of the City's negotiating team for bargaining unit contracts

City of Colton, Nov. 2013 – Mar. 2014
Interim Finance Director

- Oversee and manage day to day operations of the finance department
- Evaluate financial internal controls city wide
- Responsible for completion of CAFR

City of Wildomar, Dec. 2009 – Apr. 2014
Controller

- Responsible for providing 3 subcontractors to City for part time account clerks and accountant
- Prepare monthly bank reconciliations, perform audit preparation, prepare

CAFR, prepare internal control policies, all general ledger functions, biennial budget

- Oversee and manage day to day operations of the finance department and mentor/develop staff
- Provide oversight of contract Information Technology staff
- Responsible for implementation to new accounting software package (EDEN)
- Responsible for restructuring health benefits plan, new employee orientation, benefits administration

Wildomar Cemetery District, Mar. 2011 – Apr. 2014

Controller

- Prepare weekly cash receipts, accounts payable, journal entries, monthly bank reconciliations, all general ledger functions
- Perform audit preparation

City of Perris, July 2011 – January 2013

Interim Finance Director

- Oversee staff of 9 employees on day to day operations including accounts payable, accounts receivable/cash receipts, utility billing, payroll for approximately 70 employees, general accounting, internal controls, audit preparation, grants
- Prepared all necessary documents for RDA AB1x 26 and 27, oversight of due diligence reviews
- Prepare annual budget, CIP budget, annual audit
- Oversight of LMD and CFD annexations/formations, bond issuance
- Responsible for investment of city funds
- Successfully launched the CSUN MPA cohort program in Perris

City of Inglewood, Oct. 2009 – April 2010

Special Advisor to the City Administrator

- Directed the preparation for 2 years of delinquent audits and oversaw and managed day to day operations of the finance dept
- Assisted in developing and mentoring staff

City of Menifee, Oct. 2008 – Sept. 2009

Finance Director

- Responsible for entire accounting system including accounts payable, cash receipts, payroll, developer accounts, preparation of treasurer's reports, monthly bank reconciliation, budget, prepare internal policies, audit preparation
- Responsible for implementation to new accounting software package (EDEN)
- Responsible for human resources function such as new employee orientation, benefits administration, created personnel files, implemented PERS retirement program, 457 deferred compensation and health benefits

City of Wildomar, Sept. 2008- Mar. 2009

Finance Director/City Treasurer

- Responsible for entire accounting system including accounts payable, cash receipts, payroll, preparation of treasurer's reports, monthly bank reconciliation, budget, preparation of internal policies, oversaw animal shelter JPA project

November 2004-
August 2008

City of Bell Gardens

Director of Finance and Administrative Services

- Supervised and managed 3 divisions: Finance, Personnel/Risk Management and Information Systems
- Oversaw staff of 10 employees on day to day operations including accounts payable, accounts receivable/cash receipts, payroll for approximately 200 employees, general accounting, internal controls, CDBG financial reconciliation and reporting
- Prepared annual budget of \$38 million (GF \$24 million), annual financial audit preparation, financial compliance with regulatory agencies, participated in long term debt financing
- Directed the implementation of the upgrade to the new EDEN systems accounting software
- Oversaw staff of 2 employees in human resources, risk management and information technology
- Oversaw recruitment process, participate in union contract negotiations, disciplinary/grievance process,
- Performed department reorganization, union decertification
- Served as City Treasurer, Hearing Officer, Purchasing Officer

August 2003-
November 2004

Self Employed – Brentwood, CA

Government Finance Consultant

City of Bell Gardens, Aug. 2004 - Nov. 2004

- Assisted in audit preparation and provided general accounting services
- Responsible for oversight and preparation of compliance reports (public safety MOE, SLESF report, Form C for MTA projects, state controller's report, annual investment policy, monthly treasurer's report)

City of Yucaipa, Aug. 2003 – Oct. 2004

- Supervised and managed finance department employees, responsible for tracking developer (engineering/planning) deposit accounts, CIP projects, prepared month end bank reconciliation; implemented and converted to a new accounting software package (EDEN)

City of Claremont, Mar.-April 2004

- Directed the implementation and conversion to a new accounting software system (EDEN), prepared month end bank reconciliations

City of Benicia, Aug. 2003 – Jan. 2004

- Provided accounting services, audit preparation, prepared special reports (appropriations limit, quarterly investment reports, public safety MOE, fuel tax returns, TDA claim reviews)

August 2002-
July 2003

City of Rio Vista – Rio Vista, CA

Director of Finance

- Supervised and managed finance and transit staff on day to day operations including accounts payable, accounts receivable, developer receivable/payables, utility billing, payroll, all G/L functions
- Supervised and managed the implementation and conversion to a new accounting software package (EDEN)

- Responsible for audit preparation, implementation of internal controls, budget preparation
- Provided oversight for information technology systems

October 2000-
August 2002

City of Oakley – Oakley, CA

Accountant II

- Supervised and managed finance staff and reviewed all accounts payable, payroll, and developer receivable/payables
- Responsible for the entire accounting system, investing/banking transactions, pension contribution reporting, year end close, interim/final audit preparation, implementation and conversion to a new accounting software package (EDEN)
- Performed day to day operations including the month end bank reconciliation, monthly reconciliation and interfacing permits module to general ledger, preparation of all journal entries, quarterly investment reports, update of annual investment policy, preparation of financial status reports for COPS grant .

January 2000-
October 2000

City of Brentwood – Brentwood, CA

Accountant II

- Performed day to day operations including preparing journal entries, reconciling general ledger accounts to subsidiary ledgers, balancing daily cash, approving accounts payable disbursements, preparing monthly departmental revenue/expense reports, preparing a policy and procedures manual, performed internal audits of cash collection for various departments and implemented cash procedures for the new city pool site.

June 1998-
January 2000

Vavrinek, Trine, Day & Co., LLP - Pleasanton, CA

Senior Accountant

- Managed and provided oversight of municipal and special district audits.
- Performed a variety of audit procedures and preparation of annual financial reports for municipal, special district, school district and community college district clients

June 1997-
Feb. 1998

Maze & Associates - Walnut Creek, CA

Associate

- Performed a variety of audit procedures for municipal and non-profit clients.

**Professional
Affiliations:**

- City of Moreno Valley-Utility Commissioner Chair since July 2014
- Member of CSMFO, GFOA, CMTA
- Guest Lecturer for California State University, Northridge, Master of Public Administration courses
- Former Board Treasurer and Compliance Officer of Clinico/SNiP LA 2008-2013 (non-profit organization with 3 spay/neuter clinics in L.A. County)
- Member of City Club LA



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and Council

FROM: Cindy Herrera, City Manager

BY: Belen Cordero, Conservation Specialist/Recycling Coordinator

SUBJECT: CALRECYCLE PAYMENT PROGRAM

STAFF RECOMMENDATION:

Staff recommends the council approve a Resolution between CalRecycle and the City of Adelanto

BACKGROUND:

CalRecycle administers payment for programs for Recycling resources. CalRecycle is now requiring applicant's to declare by resolution certain authorizations related to the administration of the payment. Some of the proposed changes are as follows:

1. Implement an approximate two (2) year term for recipients to expend Program funds.
2. Allow jurisdictions to submit a regional Funding Request.
3. Require authorized signatures with submittal of Funding Request and Expenditure Report;
4. Implement a proportionate cost methodology for all eligible materials/activities; ; and
5. Require recipients to submit an Expenditure Report with supporting documentation for funds expended.

FISCAL IMPACT:

None

ATTACHMENTS:

- 1- Resoultion No. 16-03

RESOLUTION NO. 16-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ADELANTO, COUNTY OF SAN BERNARDINO, CALIFORNIA,
AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT
PROGRAMS AND RELATED AUTHORIZATIONS

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g). the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in February 2016, CalRecycle will recommend several changes to the City/County Payment Program; some of these are being implemented as a result of findings in a California State Auditor report completed in 2010 and 2014.

WHEREAS, other recommended changes will allow for increased fiscal accountability and alignment of this Program with CalRecycle's other payment programs.

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

WHEREAS, in Fiscal Year 2013-2014, the City of Adelanto (the "City"), pursuant to application, the City was awarded funds from the Beverage Container City/County Payments in the amount of \$8,479.00;

WHEREAS, the City will apply for additional funds awarded by CalRecycle City/County Payments in the future and this resolution will enable the City to do so.

NOW, THEREFORE, BE IT RESOLVED that the City is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

Resolution No. 16-03

Page 2

PASSED, APPROVED AND ADOPTED this 10th day of February 2016.

Rich Kerr, Mayor

Cindy M. Herrera, City Clerk, MMC

Resolution No. 16-03

Page 3

I, Cindy M. Herrera, City Clerk of the City of Adelanto, California, do hereby certify that the foregoing Resolution No. 16-03 was duly and regularly adopted at a regular meeting of the City Council of the City of Adelanto on this 10th day of February, 2016 be the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I hereunto set my hand and affix the official seal of the City of Adelanto on the 10th day of February, 2016.

Cindy M. Herrera, City Clerk, MMC



CITY COUNCIL AGENDA REPORT

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Penny Rose, Accounting Supervisor

SUBJECT: CONTRACT SERVICES – CITY ENGINEER – ON CALL

STAFF RECOMMENDATION:

That the City Council direct the Interim City Manager to execute the final Professional Services Agreement with Merrell Johnson Companies on behalf of the City for engineering services - to serve as the interim City Engineer.

BACKGROUND:

The City of Adelanto is in need of professional engineering services on an as needed basis to serve as the interim City Engineer. Until such time as the City replaces the vacant City Engineer position or the City has Merrell Johnson Companies provide a full time engineer that can be assigned specifically to the City. It is understood that this work would be performed on an on-call flexible service basis for the City of Adelanto and is estimated to average not more than 10-20 hours per week. However, Merrell Johnson Companies has the ability to provide more time if needed.

The company Merrell Johnson provides similar services and serves in the same capacity for the Cities of Needles, Barstow, Monrovia and the County of San Bernardino Architecture and Engineering Department. Merrell Johnson Company provides a full service in the civil, structural and geotechnical engineering disciplines.

FISCAL IMPACT:

1. A total of \$72,600 through June 30, 2016 broken down as follows:
 - a. \$ 24,200 - General Fund
 - b. \$ 24,200 - Water Fund
 - c. \$ 24,200 - Sewer Fund

ATTACHMENTS:

1. State of Qualifications
2. Professional Services Agreement
3. Terms and Conditions



STATEMENT OF QUALIFICATIONS



Key Contacts

Brad S. Merrell, PE, Principal
e/ brad.merrell@merrelljohnson.com

Craig L. Johnson, PLS, Principal
e/ craig.johnson@merrelljohnson.com

Office Locations

Apple Valley, California
22221 US Highway 18
Apple Valley, CA 92307
t/ (760) 240-8000
f/ (760) 240-1400

Barstow, California
128 East Fredricks Street
Barstow, CA 92311
t/ (760) 256-2068
f/ (760) 256-0418

**Statement of Qualifications
Merrell Johnson Companies**

Section 1 – Introduction and Services

- Introduction.....1
- Available Services.....2
- Project Team.....4
- Organization Chart.....6

Section 2 – Resumes and Bios

- General.....7
- Brad S. Merrell.....8
- Craig L. Johnson.....10
- Bios.....12

Section 3 – Project Experience

- Development Projects.....18
- Water and Wastewater Projects.....19
- Renewable Energy Projects.....20
- Drainage/Street Projects.....21
- Miscellaneous Projects.....23
- On-Call Service Contracts.....25

Section 4 – References

- On-Call Services.....26
- General References.....26

INTRODUCTION

Background on Merrell-Johnson Companies:

Originally established as Kenyon Engineering, Inc., Merrell-Johnson Companies (MJC) has been serving the High Desert and Southern California since 1957. Now over thirty strong, our team of highly qualified professionals and support personnel has the experience and technical expertise to provide its clients with service it can rely on. With a comprehensive multi-disciplined offering including civil, structural and geotechnical engineering; land surveying; materials testing and special inspection; storm water permitting and reporting; and construction management and inspection our experienced staff is ready to support your project from concept to completion.

MJC enjoys a reputation of providing quality service at affordable prices. MJC has serviced clients for all types of projects including residential, commercial and institutional developments; water works and wastewater infrastructure projects; on-call consulting services for various public agencies; transportation infrastructure projects; storm water infrastructure and permitting; renewable energy projects; and land surveying and mapping projects to name a few.

MJC has nurtured relationships with all the local cities, counties, utility agencies, and regulating authorities in order to better represent its clients. While building these relationships, MJC has become familiar with the standards and requirements of each, which typically translates into thorough initial submittals and a smoother review and approval process. MJC currently provides public service as the consulting City Engineers for the Cities of Barstow, Needles and most recently the City Monrovia. MJC also serves as an on-call consultant to the County of San Bernardino.

MJC's Barstow office is staffed with highly qualified and certified lab technicians and field technicians capable of providing full service soils, geotechnical, materials testing and materials inspection. This arm of MJC can provide the field investigation and testing necessary to prepare preliminary studies and recommendations that build the foundation for engineering design. When in construction, the certified lab can perform all the testing required to ensure that construction proceeds in accordance with project plans and specifications.

When the project requires additional services, MJC has successfully teamed with Inland Aerial Surveys, Inc. for flown topographical mapping; Lilburn Corporation to provide full service environmental consulting including, Environmental Impact Reports, Initial Studies and all the necessary supporting surveys; Community Works Design Group to provide landscape architecture services; and Kunzman Associates, Inc. to prepare the more detailed traffic impact analysis reports.

AVAILABLE SERVICES

MJC invites you to review a summary of the services available to your project. The company strives to exceed our client's expectations and meet their project goals, and is regularly expanding its capabilities. If you do not see the service you're looking for below, please ask. We're certain we can provide the services your project requires, from concept to completion.

Civil & Structural Engineering

Engineering services are led by our principal and associate engineers with the support and coordination of office and field staff.

Engineering services include:

Commercial Development	Industrial / Facilities Development
Land Development / Planning	Municipal Services
Residential Development	Water Resources
Sub-Divisions	Water Improvement Systems
Design Build Ventures	Water Distribution
Grading Plans	Storm Drain Analysis & Design
Roadway Design	Hydrology / Hydraulics
Solar Energy Facilities	Sewer Improvement Plans
Feasibility Studies	Sewer Collection
Architectural Services	Street Improvement

Land Surveying Services

Equipped with state-of-the art satellite and robotics surveying technology, Merrell Johnson Companies' expanding productivity and continuing education allows it to competitively price and perform survey services.

Survey services include:

Boundary Surveys	Topographic Surveys
Construction Staking	As-Built
A.L.T.A. Surveys	G.P.S. Surveys & Control
Right-of-Way Acquisitions	Legal Easements
Easements	Cadastral Mapping
Mining Surveys	Mining Surveys
Communications Towers	Commercial Development
Land Development	Residential Development
Sub-Divisions	Design Build Ventures
Commercial Grading Plans	Industrial Facilities
Municipal Services	Solar Energy Facilities

Construction Management

With more than two decades of added value and expertise in the direction of large-scale, multi-million dollar projects, Merrell Johnson Companies delivers an unparalleled record of accountability-based leadership; able to coordinate and direct multiple project-based efforts while managing and motivating project teams of more than 250 individuals and contractors.

Construction management services include:

Contract / Project Management	Site Operations and Close Supervision
Design Development	Strategic Planning
Estimating and Budget Analysis	Cost Control
Medical / Educational Facilities	Gas and Oil Refinery
Federal Projects	Public Works
Mass Grading	Heavy Civil Infrastructure
Plant Process and High Rise Steel Structures	Retail
Health and Safety	Communication and Controls

Geotechnical & Environmental Services

Utilizing the experience of our staff and the capabilities of our certified laboratory, Merrell Johnson Companies can provide your project with the preliminary studies and recommendations required to move your project from the planning stages to construction.

Geotechnical services offered include:

Geotechnical Investigations	Geologic Studies
Percolation Testing	Liquefaction Analysis
Seismic Hazard Analysis	Pavement Design Recommendations
Fault Investigations	Geologic Hazards
Phase I Environmental	Phase II Environmental

Materials Testing & Special Inspection

With a multi-accredited testing laboratory (AMRL, CCRL, DSA), a fully certified testing and inspection staff (ACI, ICC, AWS-CWI, DSA, Caltrans), and experienced engineers, Merrell Johnson Companies can provide quality materials engineering and testing, special inspection, and construction management you can rely on. With field technicians, inspectors, and a laboratory local to your project, we can provide a timely and cost effective response to your project needs. Services include:

Concrete Testing & Inspection	Post-Tensioned Concrete
Masonry Testing & Inspection	Structural Steel Testing & Inspection
Soil Testing & Inspection	Asphalt Paving Testing & Inspection

Aggregate Testing & Inspection
Concrete Vapor Emissions Testing
High Strength Bolting Inspection
Concrete Vapor Emissions Testing

Spray-Applied Fire Proofing
Welding Inspection & Certification
Grading Observation
QA/QC

PROJECT TEAM

All projects are led by MJC's Principal Engineer, President and Co-founder; Mr. Brad Merrell. Mr. Merrell brings over 25-years of hands-on experience to the project and will be responsible for quality assurance and quality control, and ensure that the design not only meets the requirements of the Town of Apple Valley, but that MJC's standards are maintained as well. Mr. Merrell is joined by Mr. Craig Johnson, who will lead the effort and provide the same quality assurance and quality control on the survey and mapping portions of the project. As Principal Surveyor, Secretary and Co-founder, Mr. Johnson has more than 24 years of experience in land surveying. Mr. Johnson is knowledgeable in all aspects of survey project management and has developed an expertise with and reputation for using the most current technology in satellite survey systems (GPS) and robotics.

The day to day work on the projects is performed and managed by one of MJC's project managers. Mr. James Oravets and Mr. Mark Rowan have the necessary skills and experience to oversee all aspects of the project design. These two project managers have over 25-years of experience in the civil engineering field and their skills complement each other to the benefit of the project. Mr. Oravets provides general civil engineering services and has specific skills and knowledge in the water and wastewater industries. Mr. Rowan also provides general civil engineering services and specializes in hydrology and hydraulics. Together, they are equipped to perform all aspects of any project.

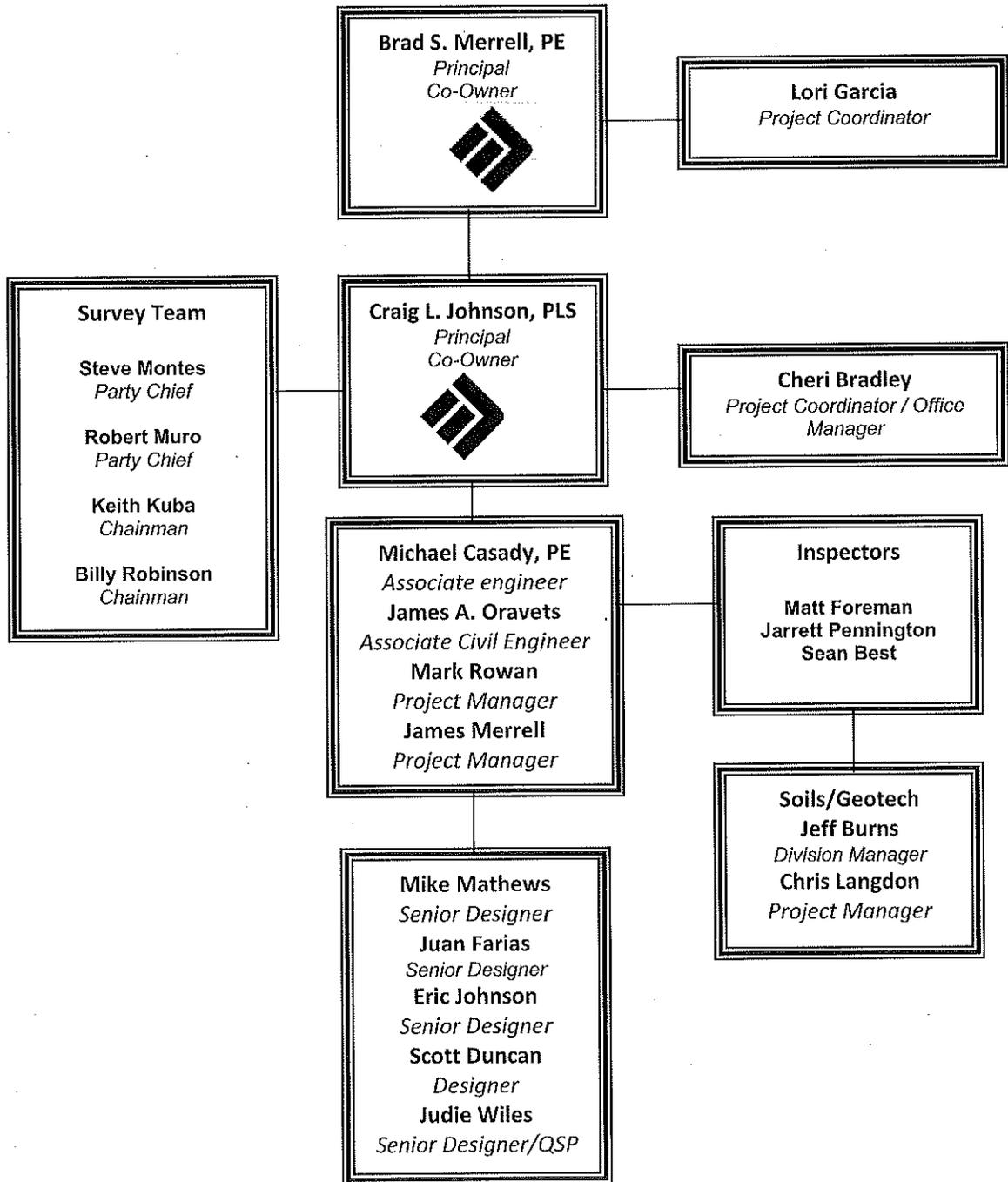
Mr. Michael Casady and Mr. James Merrell, two additional project managers have decades of experience in general civil engineering design and management as well. Mr. Casady takes the lead on structural projects in the office and Mr. Merrell focuses on the contract/construction management portion of the project. Together, all four project managers can accommodate most if not all aspects of any project design and/or construction.

The project managers are assisted with the design/drafting effort by Mr. Juan Farias, a designer with over 12 years of experience and an expert with the Civil 3D software (ACAD); Mr. Mike Mathews, the firms survey data processor with over 15-years of CAD design and drafting experience; Mr. Eric Johnson a skilled designer and the lead person with the CAD programs; and Mr. Scott Duncan who is relatively new to the civil design field but excels in computer aided drafting.

Ms. Judie Wiles lends her professional expertise for the SWPPP and erosion control processes for projects, as well as ensuring that Best Management Practices are incorporated into the project design. Ms. Wiles is a certified professional in the field of erosion and sediment control. Ms. Wiles is responsible for developing these plans and programs on behalf of the client and is supported and supervised by Mr. Merrell who is a certified SWPPP preparer (QSD) and a certified SWPPP practitioner (QSP).

MJC runs two efficient survey crews led by two dedicated party chiefs. Both Messieurs Steve Montes and Robert Muro have decades of experience in the survey field and provide all the necessary field expertise to get the project off on the right foot. Our two crews use the latest GPS technology which allows them to complete large projects in relatively small time frames.

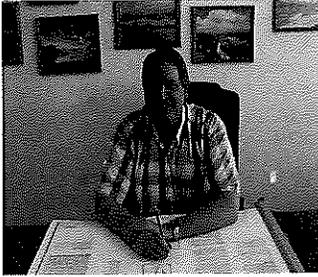
Although not included in the attached Organization Chart, MJC employs additional support staff and technicians to facilitate both the engineering and geotechnical offices.



GENERAL

The previous section of our Statement of Qualifications introduced you to our project team and this section will provide more information regarding key members of the project team.

Enclosed are resumes for our Principal Staff and Key Team Members and some brief Bios for the support members.



President and Co-Founder

Brad S. Merrell, PE, Principal Engineer - As Principal Engineer, President and Co-founder, Mr. Merrell brings over 25-years of hands-on experience to our clients.

Mr. Merrell brings a variety of experience to his role as principal engineer and corporate president of Merrell Johnson Companies (MJC). He has 25 years of hands-on experience in the construction industry and has spent more than two decades in engineering design. His professional experience has ranged from private development to municipal government with a good portion of recent work in industrial/utility contracts.

Mr. Merrell has been the Consulting City Engineer for the City of Barstow since 2011 with duties that include Contract Management and Consulting Engineering Services to assist the City Manager's office in completing identified Capital Improvement Projects and the administration and review of on-going community development projects. Mr. Merrell also provides public service as the Consulting City Engineer for the City of Needles performing all the same services as he has been providing to the City of Barstow. Most recently, Mr. Merrell has been engaged by the City of Monrovia to lend his expertise and lead City engineering staff in initiating and completing an aggressive program of improvements to the City's aging infrastructure system.

Mr. Merrell, a graduate of Cal Poly Pomona, is registered as a professional engineer in the states of California, Arizona and Nevada as well as a General Building Contractor maintaining both Class A and B licenses. To further enhance the company's technical expertise, Mr. Merrell maintains certifications in inspection, QSD, QSP, and Nuclear Safety and Testing. Mr. Merrell possesses unique qualities that have made him a proven leader and an asset to any team. His role on all projects is to ensure that the standards of the client, the governing agency and Merrell-Johnson will be upheld on all projects.

Included below are some samples of projects that Mr. Merrell performed as Principal Engineer of MJC:

- **City of Barstow.** Mr. Merrell has also been the Principal Engineer for the reconstruction of major roadways for the Engineering Department including East and West Main Streets, and Lenwood road Reconstruction. Principal Engineer for the Rimrock and Montara trunk line sewer study. Work included the flow monitoring of existing sewers, capacity calculations and master plan recommendations for improvements needed for ongoing and future developments along the tributary area.
- **City of Victorville.** Mr. Merrell served as Principal Engineer for the widening of Nisqualli Road from Hesperia Road to Seventh Street. Working as a joint venture with So and Associates Engineers, Inc, and VVCE, Inc. under contract with the City of Victorville. Duties included the design of the roadway, Hydrology and Hydraulic analysis for storm drain improvements. Individual grading plans for construction easements and property owner negotiations.
- **Town of Apple Valley.** Mr. Merrell served as the Principal Engineer for the design of major storm drain improvements for the outflow of local tributary flows from the Market Place at Jess Ranch into the Mojave River. Duties included the permitting of the work through the San Bernardino County Flood Control District and assisted in the environmental permits required by the U. S. Department of Fish and Game and various other agencies.
- **City of Hesperia.** Mr. Merrell served as the Principal Engineer for the Design of approximately 50,000 LF of waterline improvements for the City. Work included Utility research, field surveys and improvement plans and documents for the FY 2007-2008 City wide water pipeline replacement project.
- **High Desert Juvenile Detention Center.** Mr. Merrell served as the Principal Engineer for the site adaptation of a new Juvenile Detention Center on Dale Evans Parkway in Apple Valley, California. Work included site presentations, site layout, design of grading, water system, hydrology, sewer and street improvements, storm drain and off-site water options.
- **Clark Capitol Reality/Clark Construction.** Design-Build Project, Principal Engineer for the design and construction of base housing for Fort Irwin National Training Center. Work included: all off-site and on-site improvements, Streets, Grading, Water, Sewer, Dry Utilities, for housing and community centers in multiple communities at Fort Irwin.



Secretary/Treasurer and Co-Founder

Craig L. Johnson, PLS, Principal Surveyor- *As Principal Surveyor, Corporate Secretary/Chairman of the Board and Co-founder, Mr. Johnson has more than 24 years of experience in land surveying.*

Mr. Johnson is knowledgeable in all aspects of survey project management. His expertise in use of the most current technology in satellite survey systems (GPS) and robotics adds to the company's offerings. He uses computerized equipment to provide data reduction quickly in the field and in the office. Mr. Johnson worked for Kenyon Engineering Inc. for 16 years under the direction of Jack Carper before obtaining his surveyors license in 1999. In July 2000, along with his partner Brad Merrell, he purchased Kenyon Engineering, Inc.

Mr. Johnson has taken several continuing education courses including ALTA Surveys, Subdivision Map Act, Public Lands Survey System, Legal Descriptions and GPS.

Mr. Johnson, a graduate of Washington State Centralia College, is registered as a licensed land surveyor in the states of California and Arizona as well as holding an AS degree in Civil Engineering Technology. To further enhance the company's technical expertise, Mr. Johnson is a member of the California Land Surveyors Association as a corporate member

Included below are some samples of projects that Mr. Johnson performed as Principal Surveyor of MJC:

- **City of Barstow.** As the Consulting City Land Surveyor for the City of Barstow, Mr. Johnson is responsible for map reviews and the survey aspects for all City public works projects. Principal Surveyor for the reconstruction of major roadways for the Engineering Department. Road work included East and West Main Street, and Lenwood Road Reconstruction and all capital improvement projects.

- **Apple Valley Ranchos Water Company.** MJC has enjoyed a long standing relationship with the Apple Valley Ranchos Water Company for the last 10-years and for the last 5-years has become the primary source for their engineering and surveying projects. Mr. Johnson has performed as the Principal Surveyor / Project Manager for numerous waterline projects. Tasks included topographic surveys for design purposes, construction survey, and coordinating and managing as-built inspection services. Mr. Johnson is also responsible for writing of easements of horizontal control and boundary constraints for these projects as well.
- **City of Hesperia.** Principal Surveyor for the Design of approximately 50,000 LF of waterline improvements for the City. Work included Utility research, field surveys and improvement plans and documents for the FY 2007-2008. Other City of Hesperia projects included miscellaneous sewer and water construction staking, design survey and construction support.
- **Clark Capitol Reality/Clark Construction.** Design-Build Project, Principal Surveyor for the design and construction of base housing for Fort Irwin National Training Center. Work included: all off-site and on-site improvements, Streets, Grading, Water, Sewer, Dry Utilities, for over 800 housing units and community centers, including the Downtown Center, in seven separate communities at Fort Irwin.
- **Mojave Water Agency.** Principal Surveyor for several sites providing surveys, boundary surveys and legal descriptions of well sites and pipeline projects throughout the Victor Valley Area.
- **Apple-Bear Partners.** Principal Surveyor for Apple Valley Towne Center. Commercial shopping center with major tenants being Lowe's, Stater Brothers, and Walgreens. Duties included: Parcel map, ALTA Surveys, easements legal' s, Construction Survey Staking
- **City of Victorville.** On call engineering and surveying services contract including topographic mapping, construction staking, and surveying. Nisqualli Road improvements, Phase I. Principal Surveyor for the widening of Nisqualli Road from Hesperia Road to Seventh Street. Working as a joint venture with So and Associates, Inc., and VVCE, Inc. under contract with the City of Victorville.
- **Town of Apple Valley.** Principal Surveyor for the design of major storm drain improvements for the outflow of local tributary flows from the Market Place at Jess Ranch into the Mojave River.

Michael E. Casady, PE, Associate Engineer

A graduate of Brigham Young University with a B.S. in Engineering, Mr. Casady joined the Merrell Johnson Team in 2002, and brings a diverse skill set in civil and structural engineering to our clients.

Mr. Casady brings extensive knowledge to Merrell Johnson Companies having worked on a variety of structural and land development projects. Mr. Casady has over a decade of engineering experience and provides attention to detail. He communicates well with clients in understanding the specific nature of each project. Mr. Casady has prepared structural calculations for over 1000 residential and commercial buildings using wood frame, steel, concrete, and masonry construction. He has also designed numerous industrial assemblies; from custom solar array structures to aircraft maintenance stands for a Boeing 747. His civil work has consisted of managing the design of dozens of residential and commercial projects including grading, street, storm drain, water, and sewer improvement plans. Mr. Casady is proficient in AutoCad, Excel, Word, RetainPro, EnerCalc, and AllPile and keeps current with ICC building code requirements related to wind and seismic design.

California, Registered Civil Engineer No. 73156, July 2008

B.S. in Mechanical Engineering with Minor in Management Brigham Young University

James Oravets, EIT, Associate Engineer

Jim Oravets is the newest member of the Merrell-Johnson team and brings almost 30 years of experience in both the private and public sectors to our customers.

Mr. Oravets joined Merrell-Johnson Companies in October of 2014 after retiring from the San Bernardino County Special Districts Department. During his public service, he served as the Division Chief of Engineering and Construction and later as an Acting Deputy Director of the Department. While at the County, Jim ran the daily operations, development projects and capital improvement programs for over 100 individual special districts county wide, providing a variety of municipal services. His specific duties covered a broad range from hands on design; review and approval of all district projects; review and approval of development projects in the districts, preparation of policies, procedures and rules and regulations; preparation of ordinances and agreements; and project and construction management. Mr. Oravets has spent the last approximately 20-years of his career specializing in the planning, design, construction, operation and maintenance of all types of water and wastewater systems and facilities. Mr. Oravets also sat on the County's Development Review Committee; the Victor Valley Wastewater Regional Authority's Technical Advisory Committee and is currently a member of the High Desert Citizen Advisory Group for SANBAG.

Engineer In Training

B.S., Civil Engineering, California State Polytechnic University, Pomona

Mark Rowan, EIT, LSIT, Project Manager

Mr. Rowan has spent the last 16 years working as an engineer and project manager in the High Desert and provides services for both municipal and private clients.

Mr. Rowan returned to Merrell Johnson Companies, Inc. in 2003 after spending five and a half years as a project manager and project engineer with Cemex California Cement, L.L.C. at their Victorville plant. Prior to Cemex, Mr. Rowan spent over seven years working for Merrell Johnson Companies (then Kenyon Engineering). Mr. Rowan provides specialized skill with hydrology, hydraulics and drainage improvements. He was the lead designer of the hydrology and hydraulic improvements for the Interstate 15 / State Highway 58 interchange and extension project in Barstow, CA. He is fluent in computer applications including AutoCAD & Microsoft Project, and has kept abreast of the most current information and computer applications for watershed analysis in Orange and San Bernardino counties as well as the HEC programs for water surface modeling.

Engineer In Training

Land Surveyor in Training California No. 004510

B.S., Civil Engineering, California State Polytechnic University, Pomona

James Merrell, Contract/Construction/Project Manager

Mr. Merrell has been in the construction business for a total of 26 years in the High Desert and has been with our company for the last 3 years as a Construction/Contract Manager.

He is currently the Construction/Contract Manger for the City of Barstow. He previously worked for Eberhardt Construction as a Project Manager and Project Superintendent for 15 years and before Eberhardt Construction he worked for Guy Coons Construction as a Project Superintendent for 8 years. Mr. Merrell brings a diverse background in Construction Management and has attained experience and management skills that enhance projects including value engineering, budget and constructability review, critical path management, scheduling, bid package preparation, analysis of bids and bid recommendations, contract compliance, workmen compensation, insurance compliance, requests for information review and response, submittal review and response, pay request review and compliance, lien review and compliance, safety review and compliance, conduct job site meetings, coordinate on-site inspections, coordinate project completion and punch list items, assembly of operations and maintenance manuals, assemble as-built drawings, and organize and conduct project turn over to owner. Mr. Merrell's computer skills include Microsoft: Excel, Word, and Project, and Primavera Scheduling software.

Jeff S. Burns, Division Manager

As Division Manager, Mr. Burns offers 12-years of industry experience to our clients, and is responsible for the management and operations of Merrell Johnson Companies, testing and inspection division.

With experience as a laboratory manager, field technician, special inspector and project manager, he provides direction of projects and staff, project procurement, and maintains hands-on involvement in all aspects of work including special inspection, field testing, laboratory testing and reporting and recommendations.

Mr. Burns' demonstrates technical expertise and maintains certifications in construction materials testing, including soils, concrete and asphalt, concrete and masonry inspection, and field testing technology.

Judie Wiles, CAD Designer and QSP (Qualified SWPPP Practitioner)

Ms. Wiles has been with Merrell Johnson for almost 14-years, beginning as a CAD draftsman and working up to a designer and a qualified SWPPP practitioner.

Ms. Wiles uses her CAD skills and experience to design and draft Erosion Control and Sediment Control Plans / Storm Water Quality Managements Drawings. She is proficient in giving accurate cost estimates of the erosion and sediment controls carefully selected to be site specific in order to comply with environmental regulations while maintaining project costs within budget. She has prepared Storm Water Pollution Prevention Plans (SWPPP) and Standard Urban Storm Water Mitigation Plans (SUSMP) ranging from industrial complexes, airports, schools, and shopping centers to residential water quality management plans (WQMP). She is knowledgeable with Caltrans Standards, various Municipal Regulations and Utility/Energy Companies. Ms. Wiles works with each client's specific needs to understand facility operations, and develop Spill Response Plans, Rain Event Action Plans (REAP) and various local pollution concern requirements, including Best Management Training for Construction Superintendents, and contractors. She also assists and trains the Legally Responsible Person (LRP) with the Electronic Registering and Filing of Storm Water Annual Reports (SMARTS-SWARM) from the beginning of the Notice of Intent (NOI) to the date submitters are authorized by the LRP to enter required inspection reports and lab results to the end Notice of Termination (NOT). In addition, Ms. Wiles is certified and trained to perform on site BMP (Best Management Practices) inspections and reports.

Juan Farias, CAD Senior Designer

With over 12 years of design experience, Juan has accumulated extensive experience as a civil designer, and is expert in the use of AutoCAD, Land Development, civil 3D, Microstation and Eagle Point.

Mr. Farias has been designing and drafting commercial, residential, school district and military projects including, street, traffic control, signage & striping, storm drain systems, water, grading, utility, sanitary sewer plans and topographic maps. His resume includes work on the City of Barstow Streets Reconstruction Project in which he provided design of street improvement plans for various streets. His work for Ace Engineering included the design of roads, traffic control, storm drain and grading plans for the military entrance gates to secure Homeland Security at Edwards Air Force Base. His work for WLC Architects included design of improvement plans for the District Transportation Facility, Arrowhead Elementary School and Vanguard Preparatory School. Juan's skill with computer aided drafting makes him an asset to any project team.

Undergraduate in Architecture, UNAM Mexico City, 1980
MicroStation – Inroads 2002

Mike Mathews, CAD Senior Designer

Fluent in AutoCAD, Mr. Mathews has over 12-years of experience creating topographic maps, Tract Maps, Parcel Maps, ALTA's, survey staking plans, surface models, alignments, profiles and cross-sections.

Mr. Mathews has been with Merrell Johnson Companies since 2003 and has over 15 years of AutoCAD experience using Versions 10 through 2015. Mr. Mathews processes field survey data into CAD drawings to be used by the engineering team in AutoCAD civil 3D. He is proficient in creating topographic maps, Tract Maps, Parcel Maps, Records of Survey, ALTA mapping, survey staking plans, Surface Models, Alignments, profiles and cross sections. Mr. Mathews works directly with local governing agencies to determine their construction staking criteria and generate equipment input that complies. Mr. Mathews, under Mr. Johnson's supervision, provides the direct coordination between the engineering team and MJC's survey crews.

Eric Johnson, CAD Senior Designer

Fluent in AutoCAD, Mr. Johnson has worked a total of 6-years for MJC and has over 15-years of experience as a civil designer and is expert in the use of AutoCAD, Land Development, and civil 3D

Mr. Johnson attended High-Tech Institute in phoenix Arizona and earned his degree in drafting/CAD in 1992. He worked in the Phoenix area for 9 years as a drafter and CAD technician working on a variety of projects including storm and sanitary sewers, water, grading, street improvements and plats. He worked in Colorado for 8 years as a designer and cad coordinator working on large subdivisions, from conception to final build out and as-built drawings. These projects involved all phases of civil drafting and design as well as field observations and coordination with contractors and developers. Current duties with MJC include helping to organize and train staff on office CAD standards and software in addition to hands on design/drafting.

Steve Montes, Survey Party Chief

With over 12 years of land surveying experience, and 6 years as survey party chief, Mr. Montes is knowledgeable in all aspects of survey project management.

Mr. Montes expertise in the use of the most current technology in satellite surveying systems (GPS) and computerized equipment provides data reduction quickly in the field. Mr. Montes has gained extensive experience in all aspects of Land Surveying, GPS, Robotic Total Station Equipment, and TDS and Carlson survey programs. Responsible for quality control in the field, Mr. Montes provides versatility in his knowledge of different types of measurements including GPS, Chain, EDM and Pace. His experience encompasses ALTA, right-of-way, boundary, mass grading, subdivisions, underground utilities, pipeline work (layout, borings, as-builds), construction staking (commercial and residential) and aerial, topographic and cross-section.

Cheri Bradley, Project Coordinator/Research Analysis/Office Manager

Ms. Bradley has been working in the civil engineering/land surveying environment for the last 36 years and takes an active lead on all surveying projects.

Ms. Bradley works directly with our clients and provides all the research and processing for the land surveying portion of the firm. Ms. Bradley sees the projects through from the tentative map stage through the recordation process. Her duties include survey mapping research, recorded document research, and coordination with the title companies. In addition to her many other duties, Ms. Bradley schedules and coordinates the survey crews. She is very hands on with all clients and keeps them informed as to the proper procedures and requirement for varies governmental entities.

Lori Garcia, Project Coordinator

Ms. Garcia has been working in the civil engineering industry for 10-years, and plays a key role in the coordination of civil engineering projects.

Responsible for the submittal of preliminary applications, tentative phase, submittal of improvement plans and final recordation of mapping, she acts as a direct liaison between client and city and county entities, and is essential in coordination and communication needed to ensure a successful project. Ms. Garcia tracks the budget and performs the billing/invoicing of projects. She coordinates directly with the project managers to alert them to both scheduling and billing milestones.

Matt Foreman, Inspector

With over 15 years of inspection experience, Mr. Foreman has extensive knowledge in the construction of waterlines, inspection services and documentation of as built conditions.

Mr. Foreman has over 15 years of inspection service experience and maintains certification in water distribution. Mr. Foreman is the project inspector for most, if not all, of the waterline installations for the Apple Valley Ranchos Water Company regardless of whether the project has been designed by MJC or not. Mr. Foreman has the ability to resolve field issues and has developed a procedure for documenting actual field conditions and maintaining communication with the Owner's representative. He has proven himself to be an asset whether it is in the field or assisting the office staff with understanding construction process and procedures.

Development Projects

The following projects were prepared for private clients:

Apple Valley Towne Center, Apple Bear Partners, LLC, Contact: Hanh Bromma (714) 639-2131 x104

Merrell Johnson Companies provided surveying and engineering design for the shopping center located on the corner of Apple Valley and Bear Valley Roads (Lowe's/Stater Brothers/Walgreen's), in the Town of Apple Valley. Along with the design for the mass and precise grading, storm drain systems, retention, erosion control, storm water pollution and prevention plans (SWPPP), sewer and water Improvements, MJC also completed the street improvement design for Bear Valley Road.

North Apple Valley Industrial Specific Plan Area, Charles Abbott Associates, Inc., Contact: Mark Abbott (310) 212-5778

Merrell Johnson Companies provided professional consultation and preparation of conceptual plans for future development of the North Apple Valley area. We also provided guidance on future water and sewer improvements, for reviewing the Town of Apple Valley development standards and guidelines, researching area real estate, and reviewing the master plan of the High Desert Corridor. During this process it was critical that excellent engineering judgment be exercised while maintaining a broad perspective of what was needed. Throughout this process, effective communication was maintained not only with Charles Abbott Associates but with Town of Apple Valley staff. Our services provided invaluable information for decision makers in developing this key area of Apple Valley.

The Vineyards, Cambridge Homes, Contact: Dave Faylor (760) 245-5130

Merrell Johnson Companies provided engineering services and design for a +/-250-home housing tract located in the Town of Apple Valley. Services provided included the design of the water system, grading, street, sewer, water, hydrology, striping, utility coordination and Storm Water Pollution and Prevention Plan.

Highway 18 & Bass Hill Road, Evergreen Devco, Inc., Contact: Brandon Jones (602)954-1551

Merrell-Johnson Companies provided engineering and surveying services for the construction of a Walgreens at the corner of Highway 18 & Bass Hill Road in the Town of Apple Valley. Plans included Boundary and Topographic Survey, Record of Survey and Street Improvement plans to meet Caltrans specifications.

Water and Wastewater Projects

Apple Valley Ranchos Water Company – Contact: Greg Miles – (760) 247-8327

MJC has a long and successful working relationship with the Apple Valley Ranchos Water Company providing engineering, design survey, construction surveying, inspection, and construction management services on various jobs within their service area. MJC assists the AVRWC annually with their capital improvement program in various capacities including the planning and estimating of specific projects for budgeting purposes.

Mojave Water Agency – Contact: Gary Martin (recently retired) – (760) 946-7030

MJC's professional relationship with the Mojave Water Agency goes back to 2002 when we were chosen to provide control surveying and ultimately the construction surveying through MWA's contractor for the Mojave River Pipeline Project, Reach 4A, through the Daggett area. Since 2002, MJC has been working on various projects for the MWA and most recently the discharge pipeline for their Lenwood basin system.

City of Hesperia – Contact: Dwaine Latimer – (760) 947-1438

MJC provided design survey and engineering design for approximately 59,000 linear feet of waterlines in the City of Hesperia. This project included horizontal control of centerline of streets along with tying out any existing property corners that were affected by the construction. Complete hydraulic design of the waterline and coordination with existing utilities for construction. Also included in our scope was the preparation of engineers estimate and construction staking.

County of San Bernardino - Contact: Gary Martin (909) 387-5940

MJC served as the lead engineering firm on the Lenwood Sewer Project. The project included engineering, surveying, and plan preparation for 56,000 linear feet of gravity sewer and the connection of the High Desert Estates Mobile & Modular Home Park and over 630 residences and businesses to the City of Barstow's sewer treatment system. Our scope of work included field survey and design plans, technical specifications and bidding support, and on-site quality control inspections.

City of Victorville - Contact: Brain Gengler – (760) 955-5156

MJC provided design survey and engineering services for the relocation of over 1-mile of 12-inch diameter waterlines in preparation for the Interstate 15 widening project. Additional services included utility research right of way research, exhibit preparation, encroachment applications and coordination with CALTRANS. Further, MJC is under contract to provide the construction staking and management for the project.

Renewable Energy Projects

Victor Valley College – Contact: Erika Hanson (SolFocus) (650) 623-7101

MJC, on behalf of SolFocus, provided design, survey, geotechnical study, materials testing and special inspection services which included inspection of pile foundations, reinforcing steel and concrete placement for the 1MW Solar Array Field at the Victor Valley College campus. The project was constructed as designed and is providing low cost energy to the College.

Mojave Solar Project – Contact: Fred Redell (760) 962-9200

MJC, under contract with Abengoa Solar, Inc., provided civil engineering and surveying services including site layout, grading, hydrology and storm water management, storm water pollution plan preparation, erosion control, waste management, street improvements, utility improvement design, geotechnical hazards, soils, mapping support, boundary and title work information for the proposed Mojave Solar Project. This plant is a 250 megawatt solar electric generating facility proposed on 1,765 acres of privately owned-land in unincorporated San Bernardino County.

Lathrop Wells Solar Project – Contact: Dave Ochenreider (760) 962-9200

MJC has also been involved with Abengoa Solar Inc. in the initial site design and permitting phase for their Lathrop Wells Solar Project. This plant is a 500 megawatt solar electric generating facility proposed on approximately 5,120 acres of public land in the Amargosa Valley in unincorporated Nye County, Nevada. As part of the preparation of the Plan of Development (POD) submitted to the Bureau of Land Management (BLM) for this project, MJC prepared grading and drainage plans, off-site and on-site hydrology studies, site layout preparation, and mapping support. We also prepared the Utility Environmental Protection Act (UEPA) permit application for submittal to the BLM and to the Nevada Public Utilities Commission.

Sachs Electric – Contact: Scott Wilkinsen (636) 200-7772

MJC is currently under contract with Sachs Electric for the development of 50+ Solar Farms ranging in size from 10 to 40 acres and located within the counties of San Bernardino and Los Angeles, California. Our scope of services is to provide all pre-application submittals, improvement plans as required by local agencies, meetings, and coordination between client and governmental departments through the entire permitting process. Other services include topographic base map, record boundary map, project management through all phases of project, preliminary hydrology study, SWPPP-NOI, erosion control plan, structural calculations for footings and the preparation of geotechnical assessment reports.

Drainage/Street Projects

Town of Apple Valley –Contact: Paula Pereira (760) 240-7000 ext. 7103

MJC provided the civil engineering design including field survey, topographic mapping, street, drainage, signing and striping and the project contract documents and specifications for the Yucca Loma Road Widening Project adjacent to Yucca Loma Elementary School. The project was to widen the roadway; add curb, gutter and sidewalk, install ADA compliant curb ramps; install drywell assembly and local drainage facilities and to relocate the Yucca Loma Elementary School's motorized gate assembly.

Town of Apple Valley –Contact: Rich Berger (760) 240-7000 ext. 7530

MJC provided the civil engineering design including field survey, topographic mapping, street (preliminary and final design), signing and striping and erosion control for the Powhatan Road Improvement Project currently out for public bids. The project was to widen the roadway; add curb, gutter and sidewalk, install ADA compliant curb ramps; install drywell assembly and local drainage facilities, install new fencing and gates, install a bus turnout and to repave a portion of the Town's park parking lot.

Browning Ferris Industries / Allied Waste

MJC's principals have enjoyed a long association with BFI / Allied Waste at the Sunshine Canyon Landfill extension in Sylmar, Calif. The firm's ongoing contract with BFI includes complete design of a 1.5-mile access road for trash trucks and other regular traffic from San Fernando Road to a new scale house. MJE was responsible for all aspects of design, including choosing alignments of the road, hydrology and design of drainage structures. Of particular concern was the need for the road to withstand heavy traffic loads on the steep and rugged terrain along the route. This project was carried out in coordination with the City of Los Angeles Engineering Department. In the post-design phase, the project also included construction staking, including staking of drainage structures, slope staking, rough grades, sub-grades and blue-tops for base and edge of pavement.

County of San Bernardino, Special Districts Department –Contact Mr. Greg Bacon (909) 387-5940

MJC performed under contract with SDD to provide civil design services including field survey and topographic mapping, street design, hydrology and hydraulics, and construction survey for the reconstruction of Desert Front Road in the Oak Springs area of unincorporated San Bernardino County. The project included the construction of over 1-mile of hill side roadways using recycled road products and the construction of a concrete at grade drainage structure across Sheep Creek Wash.

City of Barstow – Contact: Curt Mitchell (760) 255-5102

For several years, Merrell Johnson Companies has provided the City of Barstow with consulting services including their annual pavement rehabilitation projects, from pavement evaluations and design, to construction management and quality control for numerous street improvement projects. We are pleased to continue to provide our services on several current projects.

Victor Valley College – Contact: Stephen Garcia (760) 245-7271, Ext. 2250

MJC provided survey, civil engineering, geotechnical and materials testing & special inspection services for the Campus Wide Roadway and Parking Lot Replacement, consisting of Campus Street and parking improvements at multiple locations.

City of Barstow – Contact: Curt Mitchell (760) 255-5102

MJC, performing as the contract City Engineer, provided civil design services including design and construction survey, road design, hydrology, storm drain design, preparation of bid documents, bid assistance, bid tabulation and recommendation, construction inspection and construction management for the Cameron and Henderson road rehabilitation project. The project included approximately 5,500,000 square feet of pavement rehabilitation.

City of Barstow Armory Channel – Contact: Curt Mitchell (760) 255-5102

Survey of existing channel for limits of construction, verification of damage due to erosion, comparison of the current topography to the original topography, earthwork calculations to the grading quantities and remediation, design of the surface and compare for volume calculations and construction staking of project.

City of Victorville – Contact: Sean McGlade (760) 955-5158

MJC provided design survey and topographic mapping, boundary survey, construction staking and the design of street improvement plans, striping plans, and storm drain plans for Mall Boulevard, adjacent to the mall of Victorville. The project included the reconstruction of Mall Boulevard at the Mall of Victor Valley.

City of Victorville - Nisqualli Road Improvements – Contact Mr. Sean McGlade (760) 955-518

Work provided by MJC for the Nisqualli Road Improvement Project consisted of design and plan preparation for approximately 12,250 feet of street improvements, including intersection improvements, grading, curb and gutter, reconstruction of sidewalks and striping, identification of the extent of existing utilities to be relocated, and design of drainage crossings and box culverts. Work also included right-of-way verification and document preparation for the widening of Nisqualli Road through the City of Victorville.

Miscellaneous Projects

Eastside Public Safety Training Center – Contact: John Bradel (619) 498-2900

MJC, under contract with Highland Partnership, provided surveying and engineering services for the new Eastside Public Safety Training Center in the Town of Apple Valley. The Fire Training Site and Prop Area provides “hands-on,” real-life, specialized training/communication exercises for law enforcement, fire and other public safety agencies during joint training scenarios. Our services include the design and installation of new utilities including coordination with all existing utility and city agencies serving the site, the design and construction of parking spaces, and approximately 21,855 assignable square feet of buildings and footings for training props. Other tasks performed included the design of grading, storm water collection and retention system, erosion control, street, water and sewer improvement plans and the submittal of and implementation of a Storm Water Pollution Prevention Plan. This was a \$30 million dollar project and our scope of work was performed at a cost of \$250,000.00.

Southern California Logistics Airport – Contact: Victor Fajardo (760) 243-6311

MJC provided professional engineering and surveying services for the GE Hanger Site project for the City of Victorville. This job consisted of an ALTA boundary and survey for the newly constructed GE Hangar at the SCLA site. As part of the City of Victorville’s bringing the GE Hangar to the SCLA, MJC was responsible for identifying boundaries along with any and all encumbrances and/or issues of title or existing improvements that may have impeded construction of the hangar.

Southern California Logistics Airport – Contact: Victor Fajardo (760) 243-6311

The heavy lift helicopter deluge site project at the SCLA, for the City of Victorville, included a helicopter taxiway per FAA standards. This project required topographic and construction surveying along an active taxiway. MJC designed a grading plan and profile for an access road with details for culvert crossing, paving, lighting, and striping plans and also designed a culvert crossing in an existing earthen channel, including hydraulic calculations. Our survey crew was required to go through the runway safety course for work on and along the active runway, taxiways, and flight-lines. This course included proper radio communications with the tower.

Southern California Logistics Airport – Contact: Ken Steele (760) 940-6349

MJC provided the required professional surveying services for the extension of Taxiway Charlie, approximately 900 feet southerly from the existing southerly terminus and then 450 feet easterly and the pavement rehabilitation of Taxiway Bravo from Runway 3/21 southerly approximately

600 feet to the apron. This work was designed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and/or Caltrans Aeronautics grant to the SCLAA. Our services included horizontal and vertical control for project area, aerial mapping for project area, survey cross-section of Bartlett Avenue and portions of Taxiways Charlie and Bravo, office support, aerial control, quality control, cross-sections and field crew supervision.

High Desert Power Plant - Contact Hal S. Ozanne (303) 893-1000

The initial project performed by MJC, under a sub-contract with Wilbanks Engineering, was to provide survey control and legal descriptions for a 36-mile pipeline from Kramer Junction to the new High Desert Power Plant located at the Southern California Logistics Airport. This project lead to several other projects dealing with power plants and the linears to and from the power plant that traversed through the airport property.

One project was to legally define the property to which the power plant was to occupy along with the alignment, and design support for all the gas, water and transmission lines that serve the power plant. MJC obtained site specific knowledge, data and contacts with regards to the airport property and surrounding areas. After the power plant was constructed, a second ALTA Survey of the plant site was prepared to provide location mapping of all improvements for the power plant project.

Sandy Basin (Phases I, II, III) and Cactus Cove Master Plan Communities – Contact: Rick Bailitz (760) 383-4904

MJC provided surveying, engineering, and water resource services for military housing +/-500 homes and a Community Center with offices, pool and clubhouse buildings. Services provided included demolition plan, erosion, grading, street, water hydrology, striping plans, utility coordination and a Storm Water Pollution and Prevention Plan. The scope of work also included analysis of the existing and proposed water system using H2O net software and providing several options for improvements to meet future build out. As part of the design-build team of Clark Realty Capital in joint venture with Clark Construction and Tori Gallas, a Maryland based architectural firm, MJC was the lead Civil Engineer and Surveyor for the work listed above. This was a \$40 million dollar project and MJC completed its scope of work for \$400,000.00.

High Desert Juvenile Detention Center – Contact: Bill Ford (7690) 245-1407

MJC provided the design for all of the grading, utilities and horizontal control for the new Juvenile Detention Center in the Town of Apple Valley. Details for this project included the design for widening Dale Evans Parkway to accommodate two left turn lanes and the preparation of plans and specifications for bidding purposes. The project was \$25 million and MJC completed its scope of work for \$100,000.00.

On-Call Service Contracts

Merrell Johnson Companies (MJC) has maintained on-call service contracts with several agencies to provide an extension of staff and perform on time sensitive projects. Below are some agencies that MJC currently provides this type of service to:

City of Barstow - Contact: Curt Mitchell (760) 255-5102

MJC has been providing on-call services to the City of Barstow, California for over 5-years now. Our firm provides engineering and surveying staff to the City and performs full services, including design and construction surveying, civil engineering, structural engineering, soils/geotechnical services, construction inspection and construction management, to plan and implement capital improvement programs. MJC has implemented the City's drainage, street and sewer CIPs and most recently is completing the construction/contract management of \$8,000,000 of improvements to the existing wastewater treatment plant.

City of Needles - Contact: David Brownlee (760) 326-2113, Ext. 313

MJC is in its first year of providing on-call services to the City of Needles, California. Our firm again functions as the City's engineering and surveying staff. The City is recognized as a "disadvantaged community," and as such a major role for our team is the preparation and processing of applications for Grant Funding. With a half dozen projects already under our belt, we further provide counter type services including map checks, plan checks and conditions for the issuance of encroachment permits. MJC represents the approval entity for two major highway projects, the Interstate 40 Connector and the Needles Highway Extension projects.

City of Monrovia - Contact: Oliver Chi (626) 932-5501

MJC has just executed a contract to provide on-call services to the City of Monrovia, California. Our first task was to prepare a 5-year Capital Improvement Program to include street, sewer and water improvements. MJC is in the final stages of documenting the 5-year, \$50 million program for City Council's consideration on May 19, 2015. Once approved, we will prioritize the projects and implement the program. Our firm will be the lead Civil Engineer and will be responsible for the majority of the design and surveying.

County of San Bernardino, Architecture and Engineering Department - Contact: Levi Oveson (909) 838-9128

MJC is just completing its second 3-year term as an on-call civil engineering and surveying consultant to the County of San Bernardino's Architecture and Engineering Department. We are currently on our sixth year of service and have submitted a proposal to extend our services into an additional 3-year term. MJC has been fortunate to have had the opportunity to assist the County with exciting projects including major improvements to the Sheriff's West Valley Detention Center, the addition of a boat washing station at Park Moabi on the Colorado River and numerous other projects including parking lots and street improvements.

On-Call Services

MJC has included three detailed references below which represent clients that we perform a variety of work for while performing as each City's engineering and surveying staff. As explained in the Project Experience Section, these projects are generated by MJC and have no specified schedule. We are just completing a contract to provide similar services to the County of San Bernardino and look forward to being selected for another term.

City of Barstow	City of Needles	City of Monrovia
Mr. Curt Mitchell	Mr. David Brownlee	Mr. Oliver Chi
City Manager	Deputy City Manager	City Manager
(760) 255-5102	(760) 326-2113, Ext. 323	(626) 932-5501

General References

Below is a list of references for which MJC has performed similar services on similar projects. We encourage you to contact the persons below to verify the performance of our firm.

Apple Valley Ranchos Water Co.	Mr. Tony Penna	(760) 247-8327
Mojave Water Agency	Mr. Kirby Brill	(760) 946-7030
Golden State Water	Mr. Michael De Ghetto	(909) 937-0111
Town of Apple Valley	Mr. Richard Pedersen	(760) 240-7000 Ext. 7352
City of Victorville	Mr. Sean McGlade	(760) 955-5158
County of San Bernardino	Mr. Greg Bacon	(909) 387-5940
County of San Bernardino	Mr. Levi Oveson	(909) 838-9128
City of Adelanto	Mr. Tom Thornton	(760) 246-3242
City of Hesperia	Mr. Dale Burke	(760) 947-1407
Victor Valley College	Mr. Stephen Garcia	(760) 245-7271
Clark Pacific	Mr. Tom McGuire	(916) 371-0305, Ext. 3651
Clark Realty Capital	Mr. Rick Bailitz	(760) 383-4904
Abengoa Solar	Mr. Scott Friar	(760) 962-9200
Avalon Development LLC	Mr. Nick Haschka	(562) 200-7772
Wilbanks Engineering	Mr. Hal S. Ozanne	(303) 893-1000
Highland Partnership	Mr. John Bradel	(619) 498-2906
Pacific Gas and Electric	Mr. Glen Riddle	(760) 326-5516
Ace Engineering	Mr. Brad Bridges	(661) 202-6297



ENGINEERING | SURVEYING | TESTING | INSPECTION

22221 US Highway 18 Apple Valley, CA 92307 t) 760-240-8000 f) 760-240-1400 w) www.merrelljohnson.com

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into at Apple Valley, CA
Effective this 10th day of February, 2016, by and between:

CONSULTANT:

Brad S. Merrell Lic. #C-49423

Craig Johnson Lic. #LS-7562

CLIENT: City of Adelanto

Name Merrell Johnson Companies

Address 22221 US Highway 18

Apple Valley, CA 92307

128 E. Fredricks St.

Barstow, CA 92311

Name City of Adelanto

Address 11600 Air Expressway

Adelanto, CA 92301

Phone 760-240-8000 AV or 760-256-2068 Barstow

Fax 760-240-1400 AV or 760-256-0418 Barstow

Email

Phone 760-246-2300 Fax 760-530-0392

The property upon which the services hereinafter described are to be performed is located at:

Consulting City Engineers

Assessors Parcel No. ("the property")

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
2. Client agrees to compensate Consultant for its Services according to the schedule of payments attached hereto as Exhibit "C" and incorporated herein by this reference ("Schedule"). **Consultant reserves the right to increase the fees set forth in Exhibit "C" at reasonable intervals, after a thirty day written notice.**
3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership, location and condition of the Property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Consultant the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be considered as community property between the Client and the Consultant. Consultant and Client shall have unrestricted right to use any such work product, for any purpose whatsoever. Client further acknowledges that its right to utilize the Services performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore.

Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this Agreement.

3. **Changes in Work Product.** In the event the Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising therefrom and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising therefrom unless caused by the sole negligence or willful misconduct of Consultant.
4. **Copyright.** All Work Product identified in this Agreement as within the scope of Services of Consultant, shall be deemed protected as if such Work Product was within the protections against third-party use and disclosure of the general copyright law of the United States as well as California, including common law and statutory law, whether or not such Work Product actually is so copyrighted and without regard to whether or not such copyright law actually applies to such Work Product.
5. **Billing.** All fees and other charges attributable to this Agreement will be billed by Consultant monthly and shall be due and payable by Client at the time of billing unless otherwise specified in this Agreement. Client agrees that all billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, **within thirty (30) days from the date of such billing, notifies Consultant in writing of its objection stating the alleged inaccuracies, discrepancies, or errors in the billing.** In the event Client so notifies Consultant of such objection, Client shall nevertheless pay the undisputed billed amount and address such objection thereafter.
6. **Payment by Others.** If payment for Consultant's Services is to be made on behalf of client by a third-party, including a lender, Client agrees that **Consultant shall not be required to indemnify the third-party in the form of any endorsement of otherwise, as a condition to Consultant's right to receive payment for Services.** This Agreement shall not be conditioned upon financing. Client represents that it has adequate funds for the payment of Consultant's fees, and the validity of this Agreement is not dependent upon Client obtaining financing, or on any other condition.
7. **Late Charges.** In the event Client fails to make payments under this Agreement, it would be difficult to fix the damages suffered by Consultant because of varying rates of interest and inflation and because late payments impairs capital and business operations. The parties therefore agree that a charge of 1.0 percent per month will be assessed on all overdue balances. This rate represents a reasonable estimate of fair compensation for the foreseeable losses that might result from late payment.
8. **Suspension or Termination of Performance.** In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant's sole option.
9. **ALTA Surveys.** Client agrees that in performing requested ALTA surveys in accordance with this Agreement, Consultant may be required to sign a statement on the survey documents in a form set forth in Exhibit 1 attached hereto and incorporated herein by this reference. In the event that Consultant is required to sign a statement or certificate which differs from that contained in Exhibit 1, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any such different statement.
10. **Government Changes.** If Consultant, pursuant to this Agreement, produces Work Product and/or performs field services, and such Work Product and/or field services is/are required by one or more governmental agencies, and such governmental agency changes its ordinances, policies, procedures or requirement after the date of this Agreement, **any additional office or field services thereby required shall be paid for by Client as extra services.**
11. **Changed conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's Services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant.

12. **Additional Services.** Client acknowledges that the Services described in Exhibit "A" are based upon field and other conditions existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Client agrees that if services not specified in this Agreement are provided or if Client requests services not specified in Exhibit "A", Client agrees to timely pay for all such services as "Additional Services" at the rates set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Any such Additional Services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.
13. **Locating, Referencing or Resetting Monuments.** In the event Consultant is required to locate, reference, or reset any monument in order to comply with section 8771 of the Business and Professions Code, or any other statute, rule, ordinance, or directive, the cost shall be paid by Client as extra services. In addition, Client shall pay all costs incurred in the preparation of documents related to locating, referencing or resetting monuments.
14. **Restaking.** In the event that Consultant's staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as Additional Services.
15. **Payment of Costs.** Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the Services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense of services required by Consultant as a result of suspension of the Services.
16. **Records of Survey.** Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as extra services.
17. **Governmental Actions.** Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.
18. **Performance of Others.** Client acknowledges that Consultant is not responsible for the performance of services by third parties not retained or employed by Consultant including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers.
19. **Delays.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to timely furnish information or approve or disapprove Consultant's work, faulty performance by Client of others, including contractors and governmental agencies.
20. **Bankruptcy.** Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations under this Agreement if Consultant receives notice that Client has filed a voluntary petition for Bankruptcy or if an involuntary Bankruptcy petition is filed against Client, and such petition is not dismissed within fifteen (15) days of its filing. Any suspension of Services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
21. **Lien Rights.** This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of Services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the Property on which Consultant is to perform its Services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.
22. **Hold Harmless.** Client agrees to be solely and completely responsible for job-site conditions during the course of Consultant's performance, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection therewith except liability arising from the sole negligence or willful misconduct of Consultant.

23. **Insurance.** Client agrees to purchase and maintain, at no cost to Consultant, during the course of Consultant's Services under this Agreement, the following insurance coverages: (1) a broad form "all risk" policy of insurance with course of construction, vandalism, and malicious mischief clauses attached, (2) workman's compensation insurance where applicable, and (3) insurance against injuries to persons under Client's direction and persons on the job-site at Client's invitation. Said insurance shall be obtained in such amounts and with such insurers as are acceptable to Consultant. Consultant shall be named as an additional insured under each policy. Should Client fail to obtain said insurance, Consultant may procure same as agent for and at the expense of Client, but is not required to do so.
24. **Liability Limits.** Client agrees that Consultant's total liability to Client, it's agents, employees, contractors, subcontractors, successors and assigns, for professional negligence, acts, errors or omissions of Consultant, shall be limited to \$500,000 or Consultant's fees, whichever is greater.
25. **Estimates.** Estimates of areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees in writing to provide the precise determination of such areas.
26. **No Representations.** Consultant makes no representation concerning any estimated quantities or calculated areas or costs made in connection with maps, documents or other Work Product other than that all such calculations and estimates are estimates only and Consultant shall not be responsible for fluctuations therein. It is the responsibility of Client to verify these matters.
27. **Non-Responsibility for Job-Site Conditions.** Consultant assumes no responsibility for job-site conditions during the course of construction on the project, including safety of persons and property.
28. **No Warranties.** Consultant makes no warranty, either express or implied, as to its findings, recommendations, or professional advice except that the service was performed pursuant to generally accepted standards of practice in effect at the time of performance.
29. **Nonliability for Hazardous Materials.** Client acknowledges that Consultant's scope of Services for this project does not include any services related, in any way, to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job-site or should it in any other way become known that such materials are present or may be present on the job-site or any adjacent or nearby areas which may affect Consultant's Services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrants that the job-site is free from any hazard which may result from the existence of such materials.

Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the Services provided by Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of Consultant.
30. **Cooperation.** Client and Consultant agree to cooperate with each other in every way in the performance of this Agreement.
31. **Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.
32. **Other and Further Performance.** Upon written request, Client shall timely execute and deliver, or cause to be executed and delivered, such additional instruments, documents, and pay any governmental fees and charges necessary to this Agreement.
33. **Advisory Only.** Consultant shall only act in any advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.
34. **Validity.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
35. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of San Bernardino.

- 36. **Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
- 37. **Inurement.** This Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
- 38. **Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of Services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
- 39. **Acceptance and Commencement.** By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the Services. In the event Client is not the owner of the Property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT: MERRELL JOHNSON ENGINEERING, INC.

By _____
 Date _____
 Print Name Brad Merrell
 Title President

CLIENT: City of Adelanto

By _____
 Date _____
 Print Name _____
 Title _____

- Exhibit "A", Proposal Letter attached: _____
 Client's Initials
- Exhibit "B", Fee Proposal/Estimate attached: N/A
 Client's Initials
- Exhibit "C", Schedule of Fees attached: _____
 Client's Initials
- Exhibit "D", Information Form attached: N/A
 Client's Initials



Schedule of Fees

Engineering, Surveying, Materials Testing and
Special Inspection Services

Exhibit "C"

Engineering and Design

Professional Staff

Principal Engineer	\$165.00 /Hr.
Geotechnical Engineer	\$165.00 /Hr.
Associate Engineer	\$140.00 /Hr.
Project Manager	\$125.00 /Hr.

Administrative and Technical Staff

Project Coordinator	\$80.00 /Hr.
Senior Designer	\$100.00 /Hr.
Designer	\$85.00 /Hr.
Administrative Assistant	\$65.00 /Hr.

Additional Services and Fees

Qualified SWPPP Developer (QSD)	\$140.00 /Hr.
Qualified SWPPP Practitioner (QSP)	\$110.00 /Hr.
Travel (Portal to Portal)	By Quotation
Per Diem	By Quotation
Permit Application Fees	By Quotation
Miscellaneous Equipment	By Quotation
Certified Payroll	Please see <i>Terms and Conditions</i>
Sub-Contract Services	Cost +20%

Land Surveying and Construction Staking

Professional Staff

Principal Land Surveyor	\$165.00 /Hr.
Project Manager	\$125.00 /Hr.

Administrative and Technical Staff

Project Coordinator	\$80.00 /Hr.
Senior Designer	\$100.00 /Hr.
Designer	\$85.00 /Hr.
Administrative Assistant	\$65.00 /Hr.

Field Staff

	<i>Standard</i>	<i>Prevailing</i>
One-Man Survey Crew	\$150.00 /Hr.	\$150.00 /Hr.
Two-Man Survey Crew	\$200.00 /Hr.	\$225.00 /Hr.
Three-Man Survey Crew	\$230.00 /Hr.	\$300.00 /Hr.

Additional Services and Fees

Mileage	\$.060 /Mi.
Per Diem	By Quotation
Permit Application Fees	By Quotation
Miscellaneous Equipment	By Quotation
Certified Payroll	Please see <i>Terms and Conditions</i>
Sub-Contract Services	Cost +20%

Materials Testing and Special Inspection

Professional Staff

Principal Engineer	\$165.00	/Hr.
Geotechnical Engineer	\$165.00	/Hr.
Geologist	\$125.00	/Hr.
Project Manager	\$125.00	/Hr.
Quality Control Manager	\$110.00	/Hr.

Administrative and Technical Staff

Laboratory Manager	\$110.00	/Hr.
Project Coordinator	\$80.00	/Hr.
Administrative Assistant	\$60.00	/Hr.

Field Staff

	<i>Standard</i>	<i>Prevailing</i>
Special Inspector / Field Technician	\$75.00 /Hr.	\$95.00 /Hr.
NDT Technician	\$145.00 /Hr.	\$165.00 /Hr.
One-Man Core Drilling	\$125.00 /Hr.	\$145.00 /Hr.
Two-Man Core Drilling	\$190.00 /Hr.	\$230.00 /Hr.

Additional Services and Fees

Travel (Portal to Portal)	\$50.00	/Hr.
Sample Transport	\$50.00	/Hr.
Geotechnical Investigation		By Quotation
Geology Report		By Quotation
Phase I / II Environmental Study		By Quotation
Percolation Test Report		By Quotation
Quality Control Plan		By Quotation
On-Site / Mobile Laboratory		By Quotation
Per Diem		By Quotation
Permit Application Fees		By Quotation
Miscellaneous Equipment		By Quotation
Certified Payroll		

Please see *Terms and Conditions*

Sub-Contract Services

Cost +20%

Summary of Available Laboratory Testing

C136 Sieve Analysis of Fine and Course Aggregates	\$115.00	/Ea.
D1557 Laboratory Compaction Characteristics of Soil (Mod)	\$165.00	/Ea.
CT308 Bulk Specific Gravity and Density of Bituminous Mixtures	\$190.00	/Ea.
CT309 Theoretical Maximum Density of Bituminous Mixtures	\$125.00	/Ea.
D6926 Preparation of Bituminous Specimens (Marshall Density)	\$190.00	/Ea.
D6927 Marshall Stability and Flow of Bituminous Mixtures	\$280.00	/Ea.
C39 / CT521 Compressive Strength of Concrete Cylinders	\$25.00	/Ea.
C39 Compressive Strength of Concrete Cores (6" Max. Dia.)	\$45.00	/Ea.
C78 Flexural Strength of Concrete (Simple Beam Third-Point)	\$80.00	/Ea.
C140 Compressive Strength of Concrete Masonry Units	\$190.00	/Ea.
C780 A6 Compressive Strength of Mortar Cylinders	\$25.00	/Ea.
A370 Bend Test of Reinforcing Steel	\$45.00	/Ea.
A370 Bend Test of Structural Steel	\$55.00	/Ea.
A370 Tension of Reinforcing Steel (No. 11 or Smaller)	\$55.00	/Ea.
A370 Tension of Reinforcing Steel (No. 14 or Larger)	\$145.00	/Ea.
A370 Tension of Structural Steel	\$55.00	/Ea.
E18 Bolt Hardness	\$60.00	/Ea.
D422 Particle Size Analysis of Soils	\$115.00	/Ea.
D1140 Amount of Material in Soils Finer than No. 200 Sieve	\$50.00	/Ea.
D2844 Resistance R-Value and Expansion Pressure of Soils	\$300.00	/Ea.
E605 Thickness and Density of Sprayed Fire-Resistive Material	\$45.00	/Ea.
E736 Cohesion / Adhesion of Sprayed Fire-Resistive Material	\$50.00	/Ea.

The above represents some of the more common laboratory testing conducted. A complete schedule of laboratory services offered is available upon request.

Terms and Conditions

Additional Services

Provided above are typical costs and services most frequently conducted by Merrell Johnson Engineering, Inc. and Merrell Engineering Company, Inc. Costs and services not listed may be provided upon request, as well as special quotations for volume projects.

Advance Notice and Cancellation

Land Surveying and Construction Staking services require forty-eight hours advanced notice for scheduling personnel to report to the project site. Materials Testing and Special Inspection Services require twenty-four hours advanced notice for scheduling personnel to report to the project site. This advance notice is greatly appreciated and will provide assistance in avoiding schedule conflicts, as well as allow us to better accommodate your project. Cancellations must be made by 4:00 pm the day preceding scheduled services or a minimum charge may be incurred at the applicable rate.

Minimum Charges

A two-hour minimum charge will be incurred for all field services. A four-hour minimum charge will be incurred for all field services in excess of two-hours. An eight-hour minimum charge will be incurred for all field services in excess of six-hours. Field services in excess of eight-hours will continue to accrue in two-hour intervals at the applicable rate.

Over Time

Services by individuals conducted in excess of eight-hours per day Monday – Friday, conducted outside of normal business hours of 7:00 am - 4:00 pm, or conducted during the first twelve-hours on Saturday will incur a charge at time and one-half the applicable rate.

Double Time

Services by individuals conducted in excess of twelve-hours per day Monday – Saturday, or conducted on Sunday will incur charges at double the applicable rate. Services conducted on the

following holidays will incur a charge at double the applicable rate. New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, Christmas Day.

Per Diem

On remote projects or projects/tasks that require staff to incur costs for room and board, when not furnished by the client, may be charged by quotation.

Sample Disposal

Materials samples may be disposed of at the discretion of Merrell Engineering Company, Inc. 30 days after submission of test reports, unless a prior request is made.

Invoicing

Invoices will be issued on a periodic basis. The net cash amount is payable on receipt of the invoice. The unpaid balance will be subject to a maximum finance charge of 7% per annum if not paid within 30 days of the invoice date. Unless noted otherwise, fees include standard invoicing with time detail. Invoicing backup (timesheets, daily field reports or test reports) may be included at an additional cost upon request.

Certified Payroll

Certified payroll for prevailing wage projects will be provided only if requested at the start of the project. An additional hour of administrative time will be charged for each pay period.



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY | ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Grace Mercado, Accounting Technician

SUBJECT: CONSENT CALENDAR/WARRANT DEMAND SCHEDULE 15/16-08-01

STAFF RECOMMENDATION:

Staff requests Council consider approving Warrant Demand Schedule 15/16-08-01 as presented by the Finance Department.

COUNCIL ACTION REQUESTED:

1. City of Adelanto Warrant Demand Schedule Warrants 133482 through 133534 in the total amount of \$121,471.99.
2. City of Adelanto Warrant Demand Schedule Warrant. Electronic Fund Transfers 111 through 120 in the total amount of \$360,974.17.
3. Adelanto Water Authority Warrant Demand Schedule Warrants and Adelanto Water Authority Utility Deposit Refunds 27368 through 27411 in the total amount of \$125,681.98.
4. Adelanto Public Authority Warrant Demand Schedule Warrants 3550 through 3553 in the total amount of \$52,882.36.

City of Adelanto
Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
04000013-01 - CITY OF ADELANTO GENERAL CHKG									
<u>Check</u>									
133482	01/27/2016	Open			Accounts Payable	CITY OF ADELANTO - PETTY CASH ACCOUNT	\$2,370.21		
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>		<u>Amount</u>		
	01262016/CITY			01/26/2016	PETTY CASH RECONCILIATION		\$2,370.21		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$1,727.48		
	235 - Measure I/70% Local 2010-2040				235-11001 (Cash in Bank - DCB General Checking)		\$57.60		
	471 - Adelanto Community Benefit Corp.				471-11001 (Cash in Bank - DCB General Checking)		\$585.13		
133483	01/27/2016	Open			Accounts Payable	MONROY, ANDREW	\$123.75		
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>		<u>Amount</u>		
	09222015			09/22/2015	A. MONROY/TUITION REIMBURSEMENT		\$123.75		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$123.75		
133484	01/27/2016	Open			Accounts Payable	PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$2,969.24		
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>		<u>Amount</u>		
	V MARTINEZ/CALPE			01/25/2016	V MARTINEZ/CALPERS RETRO PP#16-2015 TO PP#23-2015		\$2,969.24		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$2,969.24		
133485	01/28/2016	Open			Accounts Payable	HERRERA, CYNTHIA	\$192.00		
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>		<u>Amount</u>		
	1-27-2016			01/27/2016	Per Diem for League of CA Cities City Manager Class		\$192.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$192.00		
133486	01/28/2016	Open			Accounts Payable	LEAGUE OF CALIFORNIA CITIES	\$650.00		
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>		<u>Amount</u>		
	1-6-2016			01/27/2016	City Managers Dept. Meeting - Cindy Herrera		\$650.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$650.00		
133487	01/28/2016	Open			Accounts Payable	MURPHY, SCOTT	\$1,000.00		
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>		<u>Amount</u>		
	01282016			01/28/2016	S. MURPHY/EMERGENCY LOAN		\$1,000.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$1,000.00		
133488	02/02/2016	Open			Accounts Payable	HATTRIX TEAM SPORTS & EMBROIDERY	\$68.01		
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>		<u>Amount</u>		
	154570			09/11/2013	SHIRTS FOR C. GLASPER		\$32.39		
	154806			11/06/2013	SWEATSHIRTS		\$35.62		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$68.01		
133489	02/02/2016	Open			Accounts Payable	JAMS, INC.	\$2,275.00		
	<u>Invoice</u>			<u>Date</u>	<u>Description</u>		<u>Amount</u>		
	0003654130-220			01/29/2016	PROFESSIONAL SERVICE		\$2,275.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					200-11001 (Cash in Bank - DCB General Checking)		\$2,275.00		
133490	02/03/2016	Open			Accounts Payable	PURCHASE POWER	\$2,132.51		
		Invoice	Date	Description		Amount			
	9419/01222016		02/03/2016	POSTAGE SUPPLIES		\$2,132.51			
		Paying Fund		Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$2,132.51			
133491	02/03/2016	Open			Accounts Payable	ADELANTO CHAMBER OF COMMERCE	\$425.00		
		Invoice	Date	Description		Amount			
	1725		12/29/2015	Annual Memebership Renewal 2016-2017-Scholarship Donation		\$425.00			
		Paying Fund		Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$425.00			
133492	02/03/2016	Open			Accounts Payable	ANIMAL EMERGENCY CLINIC	\$141.00		
		Invoice	Date	Description		Amount			
	112027		01/24/2016	Emergency Vet Treatment		\$141.00			
		Paying Fund		Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$141.00			
133493	02/03/2016	Open			Accounts Payable	APC PLAY	\$365.95		
		Invoice	Date	Description		Amount			
	6161		01/15/2016	PLATFORM STEP AND HARDWARE FOR PARK		\$365.95			
		Paying Fund		Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$365.95			
133494	02/03/2016	Open			Accounts Payable	CALPERS-FISCAL SERVICES DIVISION-CASHIER/PAYROLL	\$1,714.00		
		Invoice	Date	Description		Amount			
	100000014683175		01/01/2016	Annual Unfunded Liab. as of June 30 2013 for rate plan 3470		\$328.00			
	100000014690287		01/12/2016	1959 Survivor Benefit billing, from 7/1/15 to 6/30/16		\$126.00			
	100000014688594		01/11/2016	Billing for 1959 Survivor Benefit, period of 7/1/15 to 6/30/16		\$1,260.00			
		Paying Fund		Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$1,714.00			
133495	02/03/2016	Open			Accounts Payable	CHARLES ABBOTT ASSOCIATE, INC.	\$18,230.00		
		Invoice	Date	Description		Amount			
	55331		12/31/2015	DECEMBER 2015/PROF. SVCS		\$18,230.00			
		Paying Fund		Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$18,230.00			
133496	02/03/2016	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$8,841.12		
		Invoice	Date	Description		Amount			
	1854-122515		12/24/2015	Cycle: 12/20/15 - 01/19/16		\$4,438.38			
	1854-012416		01/24/2016	Cycle: 01/20/16 - 02/19/16		\$4,402.74			
		Paying Fund		Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$6,630.84			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)		\$2,210.28			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
133497	02/03/2016	Open			Accounts Payable	CINTAS CORP #150	\$342.89		
	Invoice		Date	Description			Amount		
	150614098		01/26/2016	WEEKLY UNIFORM SERVICE FOR STREETS			\$107.88		
	150614097		01/26/2016	WEEKLY UNIFORM SERVICE FOR STREETS			\$7.29		
	150614096		01/26/2016	WEEKLY UNIFORM SERVICE FOR FAC MAINT. DEPT.			\$7.29		
	150614095		01/26/2016	WEEKLY UNIFORM SERVICE FOR LLMD			\$14.58		
	150614092		01/26/2016	WEEKLY MAT SRVICE FOR CITY HALL			\$38.84		
	150614099		01/26/2016	WEEKLY UNIFORM SERVICE FOR V. MAINT.			\$10.34		
	150617926		02/02/2016	WEEKLY MAT SERVICE FOR CITY HALL			\$38.84		
	150617929		02/02/2016	WEEKLY UNIFORM SERVICE FOR LLMD			\$14.58		
	150617930		02/02/2016	WEEKLY UNIFORM SERVICE FOR FACILITY MAINT.			\$7.29		
	150617931		02/02/2016	WEEKLY UNIFORM SERVICE FOR STREETS			\$7.29		
	150617932		02/02/2016	WEEKLY UNIFORM SERVICE FOR STREETS			\$78.33		
	150617933		02/02/2016	WEEKLY UNIFORM SERVICE FOR V. MAINT.			\$10.34		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			\$342.89		
133498	02/03/2016	Open			Accounts Payable	DESERT TRUCK SUPPLY	\$54.38		
	Invoice		Date	Description			Amount		
	292576		02/02/2016	LOCK RING, CAMSHAFT AND CHAIN FOR V. MAINT.			\$54.38		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			\$54.38		
133499	02/03/2016	Open			Accounts Payable	ELITE BUILDING SERVICES	\$2,245.50		
	Invoice		Date	Description			Amount		
	1218		01/15/2016	JANUARY 2016 JANITORIAL SERVICES			\$2,245.50		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			\$2,245.50		
133500	02/03/2016	Open			Accounts Payable	FASTSIGNS - 582	\$63.72		
	Invoice		Date	Description			Amount		
	2009-53622		01/20/2016	SIGNS FOR LOBBY & OUT SIDE BLG AT CITY HALL			\$63.72		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			\$63.72		
133501	02/03/2016	Open			Accounts Payable	FERGUSON ENTERPRISES, INC.	\$424.08		
	Invoice		Date	Description			Amount		
	2849026		01/12/2016	REPAIR PARTS FOR KITCHEN SINK			\$30.34		
	2846885		01/12/2016	WD-40 FOR VLVE			\$26.73		
	2860339		01/14/2016	HOSE BIBBS			\$70.15		
	2849015		01/12/2016	METERING VALVE			\$74.09		
	2849015-1		01/14/2016	1 3/4 METERING PUSH HANDEL			\$222.77		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)			\$424.08		
133502	02/03/2016	Open			Accounts Payable	GAS INC.	\$3,458.15		
	Invoice		Date	Description			Amount		
	CL10418		01/31/2016	MONTHLY FUEL FOR STAFF CAR POOL			\$393.08		
	CL10422		01/31/2016	MONTHLY FUEL FOR FACILITY MAINT.			\$312.49		
	CL10426		01/31/2016	MONTHLY FUEL FOR V. MAINT.			\$41.84		

City of Adelanto
Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	CL10421		01/31/2016		MONTHLY FUEL FOR PARKS		\$52.86		
	CL10420		01/31/2016		MONTHLY FUEL FOR LLMD		\$61.69		
	CL10425		01/31/2016		MONTHLY FUEL FOR STREETS		\$2,596.19		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$3,458.15		
133503	02/03/2016	Open			Accounts Payable	GOODSPEED DISTRIBUTING INC.		\$1,066.31	
	Invoice		Date	Description		Amount			
	0010165-IN		01/13/2016	CARB DYED DIESEL USED FOR TRACTOR AND PONY MOTOR		\$858.95			
	5005860-IN		02/02/2016	BULK OIL FOR VEHICLE MAINT		\$207.36			
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$207.36		
	235 - Measure I/70% Local 2010-2040				235-11001 (Cash in Bank - DCB General Checking)		\$858.95		
133504	02/03/2016	Open			Accounts Payable	HATTRIX TEAM SPORTS & EMBROIDERY		\$219.24	
	Invoice		Date	Description		Amount			
	160061		01/01/2016	Department Jackéts for De La Torre & Cox		\$219.24			
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$219.24		
133505	02/03/2016	Open			Accounts Payable	HERTZ EQUIPMENT RENTAL CORPORATION		\$1,506.60	
	Invoice		Date	Description		Amount			
	28413021-001		01/20/2016	EQUIPMENT RENTAL FOR GRAND PRIX-PD BY DARREL COURTIN		\$1,506.60			
	Paying Fund				Cash Account		Amount		
	200 - Maverick Stadium				200-11001 (Cash in Bank - DCB General Checking)		\$1,506.60		
133506	02/03/2016	Open			Accounts Payable	HIGH DESERT LASER GRAPHICS		\$123.66	
	Invoice		Date	Description		Amount			
	40030		01/12/2016	Perpetual Plate and Trophy for Employee of the Year		\$107.46			
	40030-2		01/12/2016	Perpetual Trophy plate for Parade winner		\$16.20			
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$107.46		
	471 - Adelanto Community Benefit Corp.				471-11001 (Cash in Bank - DCB General Checking)		\$16.20		
133507	02/03/2016	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES		\$144.63	
	Invoice		Date	Description		Amount			
	6170013		12/14/2015	DOORBELL KIT FOR OUTSIDE COUNCIL CHAMBERS		\$28.89			
	8184036		01/21/2016	TRASH CANS, TRIPPER FOR TIMER, ETC FOR PARK REPAIRS		\$94.17			
	6184111		02/02/2016	BRASS REPLACEMENT CARTRIDGE FOR FAUCET		\$21.57			
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$144.63		
133508	02/03/2016	Open			Accounts Payable	INSIGHT PUBLIC SECTOR, INC		\$3,331.84	
	Invoice		Date	Description		Amount			
	27958554a		12/30/2015	NetApp Lease- QDS Contract 062-0006170-000 - FY 15-16		\$1,745.25			
	28078749		01/25/2016	NetApp Lease- QDS Contract 062-0006170-000 - FY 15-16		\$1,586.59			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$1,665.92			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)		\$832.96			
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)		\$832.96			
133509	02/03/2016	Open			Accounts Payable	J & T CONSTRUCTION	\$6,785.00		
	Invoice			Date	Description	Amount			
	127016			01/27/2016	NEW DRAIN CHANNEL ON SENECA	\$6,785.00			
	Paying Fund			Cash Account		Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)		\$6,785.00			
133510	02/03/2016	Open			Accounts Payable	JACOBS, P	\$825.00		
	Invoice			Date	Description	Amount			
	12094			12/25/2015	Property Appraisal 17537 Montezuma Ave.	\$825.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$825.00			
133511	02/03/2016	Open			Accounts Payable	JOHNSON MACHINERY	\$187.58		
	Invoice			Date	Description	Amount			
	PC120102278			01/14/2016	PARTS TO REPAIR SWEEPER USED ON STREETS	\$187.58			
	Paying Fund			Cash Account		Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)		\$187.58			
133512	02/03/2016	Open			Accounts Payable	KAISER FOUNDATION HEALTH PLAN	\$20,343.19		
	Invoice			Date	Description	Amount			
	342404/FEB 2016			01/15/2016	FEB 2016/DHMO LOW-BILLING UNIT 243342404	\$2,769.71			
	471600/FEB 2016			01/15/2016	FEB 2016/HEALTH HIGH-BILLING UNIT 451471600	\$15,933.21			
	835204/FEB 2016			01/15/2016	FEB 2016/COBRA HIGH BILLING UNIT 691835201	\$1,640.27			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$20,343.19			
133513	02/03/2016	Open			Accounts Payable	KELLY GAS	\$56.15		
	Invoice			Date	Description	Amount			
	154486			01/13/2016	PROPANE USED IN ASPHALT TRUCK FOR CITY STREETS	\$56.15			
	Paying Fund			Cash Account		Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)		\$56.15			
133514	02/03/2016	Open			Accounts Payable	KNOWBE4	\$1,342.58		
	Invoice			Date	Description	Amount			
	INV-05381			01/27/2016	KNOWBE4 Security Awareness Training Subscription FY15-16	\$1,342.58			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$1,342.58			
133515	02/03/2016	Open			Accounts Payable	MOJAVE EQUIPMENT COMPANY, INC.	\$6,854.85		
	Invoice			Date	Description	Amount			
	27273			01/26/2016	PARTS & LABOR REPLACE REAR DIFFER/AXEL IN DUMP TRK USED ON CITY	\$6,854.85			
	Paying Fund			Cash Account		Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)		\$6,854.85			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
133516	02/03/2016	Open			Accounts Payable	NAPA AUTO PARTS, INC.	\$569.74		
	Invoice		Date	Description		Amount			
	910838		01/26/2016	LIGHT FOR VEHICLE MAINT.		\$23.72			
	910701		01/26/2016	MISC PARTS FOR VEHICLE MAINT.		\$93.75			
	909568		01/21/2016	BRAKE PADS, ROTORS & MISC PARTS FOR VEHICLE MAINT.		\$452.27			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$569.74			
133517	02/03/2016	Open			Accounts Payable	NIXON-EGLI EQUIPMENT	\$1,890.59		
	Invoice		Date	Description		Amount			
	P13182		01/15/2016	HOSE REEL AND HOSE FOR ASPHALT TRUCK USED ON CTIY STREETS		\$834.36			
	P136266		01/21/2016	REPAIR PARTS FOR SWEEPER-DRIVE DOG, W/ASSY, POLY REAR FOR SWEEPE		\$347.94			
	P13074		01/11/2016	HYDRAULIC MOTOR AND CONNECTORS FOR SWEEPER USED ON CITY STREETS		\$708.29			
	Paying Fund			Cash Account		Amount			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)		\$1,890.59			
133518	02/03/2016	Open			Accounts Payable	PARKHOUSE TIRE, INC.	\$423.53		
	Invoice		Date	Description		Amount			
	2020075549		01/26/2016	FLAT REPAIR FOR TRACTOR AT PW YARD		\$20.00			
	2020075294		01/08/2016	ROAD SERVICE FOR TIRE REPAIR ON GRADER		\$215.86			
	2020075478		01/21/2016	TIRE FOR TRACTOR USED ON STREETS		\$187.67			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$20.00			
	235 - Measure I/70% Local 2010-2040			235-11001 (Cash in Bank - DCB General Checking)		\$403.53			
133519	02/03/2016	Open			Accounts Payable	RAIN FOR RENT	\$1,431.54		
	Invoice		Date	Description		Amount			
	036043875		01/29/2016	MONTHLY CHARGE FOR TRASH PUMP		\$1,431.54			
	Paying Fund			Cash Account		Amount			
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)		\$1,431.54			
133520	02/03/2016	Open			Accounts Payable	ROTH STAFFING COMPANIES, L.P.	\$3,737.79		
	Invoice		Date	Description		Amount			
	13229260		01/15/2016	James Gorth, Wk. Ending 1/10/16		\$1,224.00			
	13232056		01/22/2016	J. GORTH/WEEK ENDING 1-17-16		\$1,297.44			
	13218196		12/18/2015	J. GORTH/WEEK ENDING 12-31-15		\$1,216.35			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$3,737.79			
133521	02/03/2016	Open			Accounts Payable	RUTAN & TUCKER, LLP.	\$2,390.27		
	Invoice		Date	Description		Amount			
	737487		01/21/2016	DECEMBER 2015/PERSONNEL		\$2,102.50			
	767486		01/21/2016	DECEMBER 2015/GENERAL		\$287.77			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$2,390.27			

City of Adelanto
Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
133522	02/03/2016	Open			Accounts Payable	SAFEGUARD BUSINESS SYSTEMS, INC.	\$244.03		
	Invoice		Date		Description		Amount		
	031208721		01/14/2016		RETURN OF TRANSIENT OCCUPANCY TAX FORMS		\$244.03		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$244.03		
133523	02/03/2016	Open			Accounts Payable	SONSRAY MACHINERY LLC.	\$125.28		
	Invoice		Date		Description		Amount		
	P09403-02		01/27/2016		CABLE FOR TRACTOR THROTTLE USED ON STREETS		\$125.28		
	Paying Fund				Cash Account		Amount		
	235 - Measure I/70% Local 2010-2040				235-11001 (Cash in Bank - DCB General Checking)		\$125.28		
133524	02/03/2016	Open			Accounts Payable	SOUTHERN CALIFORNIA EDISON	\$60.49		
	Invoice		Date		Description		Amount		
	6043/01-08-16		01/08/2016		6043/01-08-16/ELECTRICITY		\$60.49		
	Paying Fund				Cash Account		Amount		
	241 - LLMD Annexation Fund				241-11001 (Cash in Bank - DCB General Checking)		\$60.49		
133525	02/03/2016	Open			Accounts Payable	THE COUNCELING TEAM INTERNATIONAL	\$720.00		
	Invoice		Date		Description		Amount		
	30538		01/13/2016		Employee Support Services		\$720.00		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$720.00		
133526	02/03/2016	Open			Accounts Payable	TYLER TECHNOLOGIES	\$6,975.00		
	Invoice		Date		Description		Amount		
	047502		01/21/2016		PROF. SVCS		\$6,975.00		
	Paying Fund				Cash Account		Amount		
	353 - AWA_Water				353-11001 (Cash in Bank - DCB General Checking)		\$6,975.00		
133527	02/03/2016	Open			Accounts Payable	TYPE SET GO	\$168.48		
	Invoice		Date		Description		Amount		
	13988		01/19/2016		Business Cards for Communications Consultant		\$84.24		
	13989		01/19/2016		Business Cards, Penny Rose		\$84.24		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$168.48		
133528	02/03/2016	Open			Accounts Payable	UTILITY COST MANAGEMENT LLC	\$1,901.83		
	Invoice		Date		Description		Amount		
	21008 GF		01/25/2016		SCE Savings for the period of July 29 - Oct 28		\$1,901.83		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$1,619.58		
	200 - Maverick Stadium				200-11001 (Cash in Bank - DCB General Checking)		\$282.25		
133529	02/03/2016	Open			Accounts Payable	VALLEYWIDE NEWSPAPER	\$148.50		
	Invoice		Date		Description		Amount		
	46852		01/26/2501		Notice of public hearing LDP 15-03 CUP 15-02		\$82.50		
	46872		01/21/2016		Notice of public hearing CA 16-01		\$66.00		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$148.50		

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
133530	02/03/2016	Open			Accounts Payable	VCA MESA ANIMAL HOSPITAL	\$136.20		
			Date	Description			Amount		
			156185920	12/22/2015	Routine Vet Treatment		\$45.40		
			156185921	01/04/2016	Routine Vet Treatment		\$45.40		
			156185922	01/04/2016	Routine Vet Treatment		\$45.40		
			Paying Fund		Cash Account		Amount		
			100 - General Fund		100-11001 (Cash in Bank - DCB General Checking)		\$136.20		
133531	02/03/2016	Open			Accounts Payable	VERIZON CALIFORNIA	\$567.85		
			Date	Description			Amount		
			2469782-01/25/16	01/25/2016	Cycle: 01/25/16 - 02/24/16 IT		\$168.97		
			2469782-12/25/15	12/25/2015	Cycle: 12/25/15 - 01/24/16 IT		\$168.31		
			2468475-01/13/16	01/13/2016	Cycle: 01/13/16 - 02/12/16 IT		\$56.53		
			2460491-01/01/16	01/01/2016	Cycle: 01/01/16 - 01/31/06 IT		\$174.04		
			Paying Fund		Cash Account		Amount		
			100 - General Fund		100-11001 (Cash in Bank - DCB General Checking)		\$567.85		
133532	02/03/2016	Open			Accounts Payable	VERIZON WIRELESS	\$4,339.15		
			Date	Description			Amount		
			9758740094	01/10/2016	Cycle: 12/11/15 - 01/10/16 PD		\$433.23		
			9758681748	01/10/2016	Cycle: 12/11/15 - 01/10/16 IT		\$3,905.92		
			Paying Fund		Cash Account		Amount		
			100 - General Fund		100-11001 (Cash in Bank - DCB General Checking)		\$3,870.44		
			353 - AWA_Water		353-11001 (Cash in Bank - DCB General Checking)		\$468.71		
133533	02/03/2016	Open			Accounts Payable	VOYAGER FLEET SYSTEMS, INC.	\$3,429.68		
			Date	Description			Amount		
			55671522/1-18-16	12/24/2015	PD FUEL		\$3,429.68		
			Paying Fund		Cash Account		Amount		
			100 - General Fund		100-11001 (Cash in Bank - DCB General Checking)		\$3,429.68		
133534	02/03/2016	Open			Accounts Payable	VULCAN	\$1,338.90		
			Date	Description			Amount		
			71015066	01/22/2016	ASPHALT USED ON CITY STREETS		\$222.05		
			71015067	01/22/2016	ASPHALT USED ON CITY STREETS		\$222.78		
			71006822	01/13/2016	ASPHALT USED ON CITY STREETS		\$224.99		
			71009365	01/15/2016	ASPHALT USED ON CITY STREETS		\$223.52		
			71009366	01/15/2016	ASPHALT USED ON CITY STREETS		\$222.78		
			71010897	01/18/2016	ASPHALT USED ON CITY STREETS		\$222.78		
			Paying Fund		Cash Account		Amount		
			235 - Measure I/70% Local 2010-2040		235-11001 (Cash in Bank - DCB General Checking)		\$1,338.90		

Type Check Totals:
04000013-01 - CITY OF ADELANTO GENERAL CHKG Totals

53 Transactions

\$121,471.99

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$121,471.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	53	\$121,471.99	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00

City of Adelanto
Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	0	\$0.00	\$0.00	
All									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		53		\$121,471.99		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		53		\$121,471.99		\$0.00	
Grand Totals:									
Checks									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		53		\$121,471.99		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		53		\$121,471.99		\$0.00	
EFTs									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		0		\$0.00		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Total		0		\$0.00		\$0.00	
All									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		53		\$121,471.99		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		53		\$121,471.99		\$0.00	

Payment Register

From Payment Date: 1/1/2015 - To Payment Date: 2/10/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
04000013-01 - CITY OF ADELANTO GENERAL CHKG									
EFT									
111	11/23/2015	Open			Accounts Payable	SOUTHERN CALIFORNIA EDISON	\$129,047.04		
	Invoice		Date	Description		Amount			
	November 15 2015		11/13/2015	2-31-075-9089 CONSOLIDATED SCE BILL		\$129,047.04			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$29,459.05			
	200 - Maverick Stadium			200-11001 (Cash in Bank - DCB General Checking)		\$3,975.90			
	241 - LLM D Annexation Fund			241-11001 (Cash in Bank - DCB General Checking)		\$2,230.43			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)		\$76,408.60			
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)		\$16,973.06			
112	12/28/2015	Open			Accounts Payable	SOUTHERN CALIFORNIA EDISON	\$93,272.15		
	Invoice		Date	Description		Amount			
	DECEMBER 2015		12/15/2015	2-31-075-9089 CONSOLIDATED SCE BILL		\$93,272.15			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$26,840.85			
	200 - Maverick Stadium			200-11001 (Cash in Bank - DCB General Checking)		\$2,712.69			
	241 - LLM D Annexation Fund			241-11001 (Cash in Bank - DCB General Checking)		\$2,230.21			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)		\$45,736.77			
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)		\$15,751.63			
113	01/26/2016	Open			Accounts Payable	SOUTHERN CALIFORNIA EDISON	\$85,771.93		
	Invoice		Date	Description		Amount			
	2016-00000051		01/15/2016	2-31-075-9089 CONSOLIDATED SCE BILL		\$85,771.93			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$26,568.61			
	200 - Maverick Stadium			200-11001 (Cash in Bank - DCB General Checking)		\$2,729.82			
	241 - LLM D Annexation Fund			241-11001 (Cash in Bank - DCB General Checking)		\$2,218.16			
	353 - AWA_Water			353-11001 (Cash in Bank - DCB General Checking)		\$37,107.74			
	360 - APUA_Sewer			360-11001 (Cash in Bank - DCB General Checking)		\$17,147.60			
114	02/01/2016	Open			Accounts Payable	LAW OFFICE OF JULIA SYLVA, ALC	\$34,629.91		
	Invoice		Date	Description		Amount			
	JAN 31 2016		02/01/2016	LEGAL SERVICES JANUARY 2016		\$34,629.91			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$34,629.91			
115	01/04/2016	Open			Accounts Payable	BLUE SHIELD OF CALIFORNIA	\$1,305.09		
	Invoice		Date	Description		Amount			
	160150045426		01/14/2016	160150045426/FEBRUARY 2016		\$1,305.09			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$1,305.09			
116	10/13/2015	Open			Accounts Payable	BLUE SHIELD OF CALIFORNIA	\$1,267.93		
	Invoice		Date	Description		Amount			
	152570045846		09/14/2015	152570045846/OCTOBER 2015		\$1,267.93			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100-11001 (Cash in Bank - DCB General Checking)		\$1,267.93			
117	12/11/2015	Open			Accounts Payable	BLUE SHIELD OF CALIFORNIA	\$2,758.82		
	Invoice		Date	Description		Amount			
	152870044656		12/11/2015	152870044656/153170039395 NOV - DEC 2015		\$2,758.82			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 1/1/2015 - To Payment Date: 2/10/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$2,758.82		
118	11/02/2015	Open			Accounts Payable	METLIFE		\$3,771.72	
	Invoice		Date	Description		Amount			
	OCT 2015/CITY		10/15/2015	OCTOBER 2015/METLIFE-DENTAL-LIFE-DISABILITY		\$3,771.72			
	Paying Fund			Cash Account		Amount			
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$3,771.72		
119	12/01/2015	Open			Accounts Payable	METLIFE		\$4,619.92	
	Invoice		Date	Description		Amount			
	NOV 2015/CITY		11/15/2015	NOVEMBER 2015/METLIFE-DENTAL-LIFE-DISABILITY		\$4,619.92			
	Paying Fund			Cash Account		Amount			
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$4,619.92		
120	02/03/2016	Open			Accounts Payable	METLIFE		\$4,529.66	
	Invoice		Date	Description		Amount			
	DEC 2015/CITY		12/15/2015	DEC 2015/METLIFE-DENTAL-LIFE-DISABILITY		\$4,529.66			
	Paying Fund			Cash Account		Amount			
	100 - General Fund				100-11001 (Cash in Bank - DCB General Checking)		\$4,529.66		

Type EFT Totals:

04000013-01 - CITY OF ADELANTO GENERAL CHKG Totals

10 Transactions

\$360,974.17

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$360,974.17	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		\$0.00	\$0.00	
					Total		\$360,974.17	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	10	\$360,974.17	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	10	\$360,974.17	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	0	\$0.00	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	0	\$0.00	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	10	\$360,974.17	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	10	\$360,974.17	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	10	\$360,974.17	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	10	\$360,974.17	\$0.00	

City of Adelanto
Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
80-93000738 - ADELANTO WATER AUTHORITY									
<u>Check</u>									
27368	01/21/2016	Open			Utility Management Refund	BERRY, MARY AND GARY	\$0.35		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Paying Fund		Cash Account		Amount		
			353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$0.35		
27369	01/21/2016	Open			Utility Management Refund	CAM XIV TRUST	\$258.41		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Paying Fund		Cash Account		Amount		
			353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$133.44		
			360 - APUA_Sewer		360-11004 (Cash in Bank-AWA General Checking)		\$124.97		
27370	01/21/2016	Open			Utility Management Refund	CORONA, DEANA	\$71.06		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Paying Fund		Cash Account		Amount		
			353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$34.71		
			360 - APUA_Sewer		360-11004 (Cash in Bank-AWA General Checking)		\$36.35		
27371	01/21/2016	Open			Utility Management Refund	GROUP C/O JEANETTE FUENTES, J AND C FINANCIAL	\$171.56		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Paying Fund		Cash Account		Amount		
			353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$110.50		
			360 - APUA_Sewer		360-11004 (Cash in Bank-AWA General Checking)		\$61.06		
27372	01/21/2016	Open			Utility Management Refund	VASQUES, ALMA	\$19.57		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Paying Fund		Cash Account		Amount		
			353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$19.57		
27373	01/21/2016	Open			Utility Management Refund	YAEGER, JOSHUA	\$7.69		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Paying Fund		Cash Account		Amount		
			353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$7.69		
27374	01/26/2016	Open			Utility Management Refund	BELIRCOM INC	\$70.70		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Paying Fund		Cash Account		Amount		
			353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$38.13		
			360 - APUA_Sewer		360-11004 (Cash in Bank-AWA General Checking)		\$32.57		
27375	01/26/2016	Open			Utility Management Refund	DAJZIC, ARMIN	\$129.01		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Paying Fund		Cash Account		Amount		
			353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$84.23		
			360 - APUA_Sewer		360-11004 (Cash in Bank-AWA General Checking)		\$44.78		

City of Adelanto
Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
27376	01/26/2016	Open			Utility Management Refund	DUNCAN, KATHY	\$59.45		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	RESIDENTIAL		50014952-001	BAD FINAL CHARGES - 2 BILLS	01/21/2016	REFUND ADJUSTMENT			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)			\$17.98		
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)			\$41.47		
27377	01/26/2016	Open			Utility Management Refund	EISSA, MAZEN	\$162.14		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	RESIDENTIAL								
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)			\$49.08		
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)			\$113.06		
27378	01/26/2016	Open			Utility Management Refund	FAVELA, LINDA	\$12.38		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	RESIDENTIAL								
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)			\$12.38		
27379	01/26/2016	Open			Utility Management Refund	LI, BEN, LAN	\$90.96		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	RESIDENTIAL								
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)			\$90.96		
27380	01/26/2016	Open			Utility Management Refund	LOPEZ-MALDONADO, ELODIA	\$1.32		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	RESIDENTIAL								
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)			\$1.32		
27381	01/26/2016	Open			Utility Management Refund	RAMIREZ, JOSE	\$63.57		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	RESIDENTIAL		30008167-001		01/26/2016	REFUND ADJUSTMENT			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)			\$52.14		
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)			\$11.43		
27382	01/26/2016	Open			Utility Management Refund	RAMIREZ, JOSE	\$2.65		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	RESIDENTIAL								
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)			\$2.65		
27383	01/26/2016	Open			Utility Management Refund	SALAS, ANDREW	\$197.83		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	RESIDENTIAL								
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)			\$118.45		
	360 - APUA_Sewer			360-11004 (Cash in Bank-AWA General Checking)			\$79.38		

City of Adelanto
Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
27384	01/26/2016	Open			Utility Management Refund	SCHOONOVER, ROBIN	\$56.28		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Paying Fund				Cash Account		Amount		
	353 - AWA_Water				353-11004 (Cash in Bank-AWA General Checking)		\$56.28		
27385	01/27/2016	Open			Utility Management Refund	HARRIS, DEBRA	\$139.71		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Paying Fund				Cash Account		Amount		
	353 - AWA_Water				353-11004 (Cash in Bank-AWA General Checking)		\$62.37		
	360 - APUA_Sewer				360-11004 (Cash in Bank-AWA General Checking)		\$77.34		
27386	01/27/2016	Open			Utility Management Refund	MENDOZA, MARIA	\$9.00		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Paying Fund				Cash Account		Amount		
	353 - AWA_Water				353-11004 (Cash in Bank-AWA General Checking)		\$9.00		
27387	01/27/2016	Open			Utility Management Refund	SYNERGETIC FUTURE LLC	\$66.61		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Paying Fund				Cash Account		Amount		
	353 - AWA_Water				353-11004 (Cash in Bank-AWA General Checking)		\$5.55		
	360 - APUA_Sewer				360-11004 (Cash in Bank-AWA General Checking)		\$61.06		
27388	01/27/2016	Open			Accounts Payable	CITY OF ADELANTO - PETTY CASH ACCOUNT	\$22.97		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	01262016/AWA		01/26/2016		PETTY CASH RECONCILIATION		\$22.97		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	353 - AWA_Water				353-11004 (Cash in Bank-AWA General Checking)		\$22.97		
27389	01/27/2016	Open			Utility Management Refund	SCOTT, CHARLES	\$244.78		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Paying Fund				Cash Account		Amount		
	353 - AWA_Water				353-11004 (Cash in Bank-AWA General Checking)		\$94.17		
	360 - APUA_Sewer				360-11004 (Cash in Bank-AWA General Checking)		\$150.61		
27390	01/28/2016	Open			Utility Management Refund	BLAKELY, CASSANDRA or VICTOR	\$35.80		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Paying Fund				Cash Account		Amount		
	353 - AWA_Water				353-11004 (Cash in Bank-AWA General Checking)		\$35.80		
27391	01/28/2016	Open			Utility Management Refund	BRECKENRIDGE PROPERTY FUND	\$148.83		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Paying Fund				Cash Account		Amount		
	353 - AWA_Water				353-11004 (Cash in Bank-AWA General Checking)		\$36.68		
	360 - APUA_Sewer				360-11004 (Cash in Bank-AWA General Checking)		\$112.15		
27392	01/28/2016	Open			Utility Management Refund	MITCHEM, KIMBERLE	\$153.65		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	RESIDENTIAL		00017337-001		Cash Account	01/28/2016	REFUND ADJUSTMENT		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

City of Adelanto
Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					353-11004 (Cash in Bank-AWA General Checking)		\$153.65		
27393	02/01/2016	Open			Utility Management Refund	16668 ADELANTO LLC	\$73.36		
					Account Type	Account Number	Description	Transaction Date	Transaction Type
					Paying Fund		Cash Account		Amount
					353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$20.18
					360 - APUA_Sewer		360-11004 (Cash in Bank-AWA General Checking)		\$53.18
27394	02/01/2016	Open			Utility Management Refund	MOORE, BARBARA	\$40.64		
					Account Type	Account Number	Description	Transaction Date	Transaction Type
					RESIDENTIAL	70009148-001	CORRECTED MOVE OUT BILL	01/28/2016	REFUND ADJUSTMENT
					Paying Fund		Cash Account		Amount
					353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$13.98
					360 - APUA_Sewer		360-11004 (Cash in Bank-AWA General Checking)		\$26.66
27395	02/01/2016	Open			Utility Management Refund	MURPHY, JANICE	\$149.99		
					Account Type	Account Number	Description	Transaction Date	Transaction Type
					RESIDENTIAL	30017250-001	CREDIT ON CLOSED ACCOUNT	02/01/2016	REFUND ADJUSTMENT
					Paying Fund		Cash Account		Amount
					353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$149.99
27396	02/01/2016	Open			Utility Management Refund	PIMIENTA-AMEZCUA, GUSTAVO	\$33.79		
					Account Type	Account Number	Description	Transaction Date	Transaction Type
					Paying Fund		Cash Account		Amount
					353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$22.36
					360 - APUA_Sewer		360-11004 (Cash in Bank-AWA General Checking)		\$11.43
27397	02/01/2016	Open			Utility Management Refund	SCHOONOVER, ROBIN	\$196.15		
					Account Type	Account Number	Description	Transaction Date	Transaction Type
					RESIDENTIAL	70007705-001	EXCEPTION BILL ERROR	01/28/2016	REFUND ADJUSTMENT
					Paying Fund		Cash Account		Amount
					360 - APUA_Sewer		360-11004 (Cash in Bank-AWA General Checking)		\$196.15
27398	02/01/2016	Open			Utility Management Refund	WOODHOUSE, ERNIE	\$75.90		
					Account Type	Account Number	Description	Transaction Date	Transaction Type
					Paying Fund		Cash Account		Amount
					353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)		\$51.77
					360 - APUA_Sewer		360-11004 (Cash in Bank-AWA General Checking)		\$24.13
27399	02/02/2016	Open			Accounts Payable	FIREMAN'S ROCK AND NURSERY	\$1,103.00		
					Invoice	Date	Description	Amount	
					612	09/15/2015	DELIVERY OF YUCCA ROCKS	\$1,103.00	
					Paying Fund		Cash Account	Amount	
					353 - AWA_Water		353-11004 (Cash in Bank-AWA General Checking)	\$1,103.00	
27400	02/03/2016	Open			Accounts Payable	BANK UP CORPORATION	\$1,500.00		
					Invoice	Date	Description	Amount	
					2590	02/01/2016	Remittance Processing System - January 2016	\$500.00	

City of Adelanto
Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2561		01/04/2016			Remittance processing system - Dec 2015	\$500.00		
	2536		12/01/2015			Remittance processing system - Nov. 2015	\$500.00		
	Paying Fund					Cash Account	Amount		
	100 - General Fund					100-11004 (Cash in Bank-AWA General Checking)	\$150.00		
	353 - AWA_Water					353-11004 (Cash in Bank-AWA General Checking)	\$1,350.00		
27401	02/03/2016	Open			Accounts Payable	GAS INC.		\$34.69	
	Invoice		Date		Description		Amount		
	CL10423		01/31/2016		MONTHLY FUEL FOR WATER CONSERVATION VEHICLE		\$34.69		
	Paying Fund					Cash Account	Amount		
	353 - AWA_Water					353-11004 (Cash in Bank-AWA General Checking)	\$34.69		
27402	02/03/2016	Open			Accounts Payable	INFOSEND		\$7,785.38	
	Invoice		Date		Description		Amount		
	101236		01/15/2016		Statement Processing, etc.		\$4,781.08		
	100549		12/31/2015		Statement Processing, etc.		\$1,406.66		
	101312		01/21/2016		Programming: XPDF Conversion		\$900.00		
	101439		01/27/2016		INSERT PAYMENTS PRINT FEE		\$697.64		
	Paying Fund					Cash Account	Amount		
	353 - AWA_Water					353-11004 (Cash in Bank-AWA General Checking)	\$7,785.38		
27403	02/03/2016	Open			Accounts Payable	LAYNE CHRISTENSEN COMPANY		\$10,531.89	
	Invoice		Date		Description		Amount		
	89077785		10/22/2015		Re: Well 8G2		\$1,640.94		
	89077779		10/22/2015		Re: Well 6		\$8,890.95		
	Paying Fund					Cash Account	Amount		
	353 - AWA_Water					353-11004 (Cash in Bank-AWA General Checking)	\$10,531.89		
27404	02/03/2016	Open			Accounts Payable	MOJAVE DESERT AQMD		\$292.82	
	Invoice		Date		Description		Amount		
	MD5646		01/20/2016		E003686-PERMIT FOR DIESEL ING, EMERG CENTRIF PUMP BLG 1200		\$292.82		
	Paying Fund					Cash Account	Amount		
	353 - AWA_Water					353-11004 (Cash in Bank-AWA General Checking)	\$292.82		
27405	02/03/2016	Open			Accounts Payable	PERC WATER CORPORATION		\$87,405.00	
	Invoice		Date		Description		Amount		
	3449		01/28/2016		WATER-MARCH 2016 MONTHLY OPERATIONS		\$57,972.00		
	3450		01/28/2016		Customer Services - March 2016		\$29,433.00		
	Paying Fund					Cash Account	Amount		
	353 - AWA_Water					353-11004 (Cash in Bank-AWA General Checking)	\$87,405.00		
27406	02/03/2016	Open			Accounts Payable	QUANTUM OFFICE PRODUCTS		\$309.26	
	Invoice		Date		Description		Amount		
	1019201		01/14/2016		Office Supplies		\$272.03		
	1019211		01/15/2016		Booklet Envelopes		\$17.81		
	1019351		01/15/2016		Office Supplies; Rubberbands		\$19.42		
	Paying Fund					Cash Account	Amount		
	100 - General Fund					100-11004 (Cash in Bank-AWA General Checking)	\$37.23		
	353 - AWA_Water					353-11004 (Cash in Bank-AWA General Checking)	\$272.03		

City of Adelanto
Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
27407	02/03/2016	Open			Accounts Payable	SOUTHERN CALIFORNIA EDISON	\$723.03		
	Invoice		Date	Description		Amount			
	5028/01-09-16		01/09/2016	5028/01-09-16/ELECTRICITY		\$723.03			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		\$723.03			
27408	02/03/2016	Open			Accounts Payable	TW TELECOM	\$1,074.01		
	Invoice		Date	Description		Amount			
	09080121		12/20/2015	Cycle: 12/20/15 - 01/19/16 AWA		\$536.72			
	09508408		01/20/2016	Cycle: 01/20/16 - 02/19/16 AWA		\$537.29			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		\$1,074.01			
27409	02/03/2016	Open			Accounts Payable	TYLER TECHNOLOGIES	\$2,192.13		
	Invoice		Date	Description		Amount			
	047628		01/25/2016	PROF. SVCS		\$2,192.13			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		\$2,192.13			
27410	02/03/2016	Open			Accounts Payable	UTILITY COST MANAGEMENT LLC	\$9,402.12		
	Invoice		Date	Description		Amount			
	21009 AWA		01/26/2016	SCE Savings for period of July - October		\$9,402.12			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		\$9,402.12			
27411	02/03/2016	Open			Accounts Payable	VERIZON CALIFORNIA	\$562.54		
	Invoice		Date	Description		Amount			
	2466645-01/25/16		01/25/2016	Cycle: 01/25/16 - 02/24/16 AWA		\$61.04			
	2466645-12/25/15		12/25/2016	Cycle: 12/25/15 - 01/24/16 AWA		\$60.82			
	2466013-01/25/16		01/25/2016	Cycle: 01/25/16 - 02/24/16 AWA		\$70.63			
	2466013-12/25/16		12/25/2016	Cycle: 12/25/15 - 01/24/16 AWA		\$70.42			
	0030922-01/25/16		01/25/2016	Cycle: 01/25/16 - 02/24/16 AWA		\$51.60			
	0030922-12/25/15		12/25/2015	Cycle: 12/25/15 - 01/24/16 AWA		\$51.58			
	2460366-01/16/16		01/16/2016	Cycle: 01/16/16 - 02/15/16 AWA		\$58.23			
	5309013-01/07/16		01/07/2016	Cycle: 01/07/16 - 02/06/16 AWA		\$138.22			
	Paying Fund			Cash Account		Amount			
	353 - AWA_Water			353-11004 (Cash in Bank-AWA General Checking)		\$562.54			

Type Check Totals:
80-93000738 - ADELANTO WATER AUTHORITY Totals

44 Transactions

\$125,681.98

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$125,681.98	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	44	\$125,681.98	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	44	\$125,681.98	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	44	\$125,681.98	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	44	\$125,681.98	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	44	\$125,681.98	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	0	\$0.00	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	0	\$0.00	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	44	\$125,681.98	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	44	\$125,681.98	\$0.00	

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
04-00110901 - ADELANTO PUBLIC UTILITY AUTH.									
<u>Check</u>									
3550	02/03/2016	Open			Accounts Payable	AVCO DISPOSAL, INC.	\$276.29		
	Invoice		Date	Description			Amount		
	1149117		01/29/2016	WWTP FEBRUARY 2016 TRASH SERVICE			\$276.29		
	Paying Fund			Cash Account			Amount		
	360 - APUA_Sewer			360-11005 (Cash in Bank-APUA General Checking)			\$276.29		
3551	02/03/2016	Open			Accounts Payable	PERC WATER CORPORATION	\$49,601.89		
	Invoice		Date	Description			Amount		
	3447		01/28/2016	WWTP MARCH 2016 MONTHLY OPERATIONS			\$49,601.89		
	Paying Fund			Cash Account			Amount		
	360 - APUA_Sewer			360-11005 (Cash in Bank-APUA General Checking)			\$49,601.89		
3552	02/03/2016	Open			Accounts Payable	POLYDYNE, INC.	\$2,608.20		
	Invoice		Date	Description			Amount		
	1019597		01/11/2016	2300 LBS CLARIFLOC WE-1296 CHEMICALS			\$2,608.20		
	Paying Fund			Cash Account			Amount		
	360 - APUA_Sewer			360-11005 (Cash in Bank-APUA General Checking)			\$2,608.20		
3553	02/03/2016	Open			Accounts Payable	VERIZON CALIFORNIA	\$395.98		
	Invoice		Date	Description			Amount		
	2465698-01/22/16		01/22/2016	Cycle: 01/22/16 - 02/21/16 APUA			\$220.23		
	2465698-12/22/15		12/22/2016	Cycle: 12/22/15 - 01/21/16 APUA			\$175.75		
	Paying Fund			Cash Account			Amount		

City of Adelanto
Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	360 - APUA_Sewer				360-11005 (Cash in Bank-APUA General Checking)		\$395.98		
Type Check Totals:									
04-00110901 - ADELANTO PUBLIC UTILITY AUTH. Totals							4 Transactions	\$52,882.36	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	\$52,882.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	4	\$52,882.36	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	\$52,882.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	4	\$52,882.36	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	\$52,882.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	4	\$52,882.36	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	\$52,882.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	4	\$52,882.36	\$0.00



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY
| ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Julia Sylva, Interim City Attorney

SUBJECT: A PUBLIC HEARING - FIRST READING OF ORDINANCE NO. 541, AMENDING TITLE 8 OF THE ADELANTO MUNICIPAL CODE BY ADDING CHAPTER 8.50 RELATING TO A **CRIME FREE RENTAL HOUSING PROGRAM**

STAFF RECOMMENDATION:

The City Attorney recommends that the City Council approve the first reading of Ordinance No. 541 Amending Title 8 of the Adelanto Municipal Code by adding Chapter 8.50 relating to a **Crime Free Rental Housing Program**.

BACKGROUND:

Title 8 of the Adelanto Municipal Code ("AMC") regulates Health and Sanitation and health and safety in rental housing in the City of Adelanto ("City"). In an effort to reduce crime, promote public safety and secure the living and work environment for its residents, the proposed Ordinance would assist the City to identify and regulate rental dwelling units in the City, to ensure that such units afford tenants a safe and decent place to live, to hold tenants and owners accountable for their actions, and to reduce criminal activity.

FISCAL IMPACT:

1. None

ATTACHMENTS:

1. Proposed Ordinance No. 541

ORDINANCE NO. 541

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, AMENDING TITLE 8 OF THE ADELANTO MUNICIPAL CODE BY ADDING CHAPTER 8.50 RELATING TO A CRIME FREE RENTAL HOUSING PROGRAM

WHEREAS, the City of Adelanto ("City") has enacted Title 8 to the Adelanto Municipal Code ("AMC") to regulate Health and Sanitation.

WHEREAS, the City seeks to provide regulations to reduce crime, promote public safety and secure the living and work environment for its residents.

WHEREAS, a crime-free community will provide anticipated benefits of reduced police calls for service, a more stable residential base and reduce the exposure to civil and criminal liability.

WHEREAS, the City Council now desires to add to its Municipal Code a Crime Free Rental Housing Program to maintain the highest level of security and protection for its residents.

WHEREAS, the specific purpose of the Crime Free Rental Housing Program is to identify and regulate rental dwelling units in the City, to ensure that such units afford tenants a safe and decent place to live, to hold tenants and owners accountable for their actions, and to reduce criminal activity.

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

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Title 8 of the Adelanto Municipal Code is hereby amended to add Chapter 8.50 and to read in its entirety as follows:

Title 8, Chapter 8.50

CRIME FREE RENTAL HOUSING PROGRAM

Sections:

- 8.50.010 - Purpose and scope.**
- 8.50.020 - Definitions.**
- 8.50.030 - Rebuttable presumption.**
- 8.50.040 - Residential rental property registration.**
- 8.50.050 - Crime free rental housing program.**
- 8.50.060 - Inspections.**
- 8.50.070 - Fees.**
- 8.50.080 - Appeals.**
- 8.50.090 - Complaint-based inspections.**

8.50.100 - Voluntary inspection requests.

8.50.110 - Enforcement.

8.50.120 - Severability.

8.50.010 - Purpose and Scope. Added

The purpose of this chapter is to identify and regulate rental dwelling units in the City of Adelanto, to ensure that such units afford tenants a safe and decent place to live, to hold tenants and owners accountable for their actions, and to reduce criminal activity. The city council has determined that requiring that all rental dwelling units governed by this chapter be registered with the city and inspected, and requiring landlords to use a crime free lease addendum in their leases, serves these legitimate governmental interests. Nothing in this chapter shall be construed to:

- A. Excuse, waive, limit, or modify any requirements or obligations in the applicable laws;
- B. Limit any right or authority of the city to investigate and abate nuisances or to enforce any provisions of the applicable laws or any other provision of law;
- C. Conflict with any rights or obligations under the Fair Housing Laws or the Americans with Disabilities Act, as amended;
- D. Otherwise prevent or waive compliance with all other applicable laws or regulations; or
- E. Discourage victims of domestic violence or abuse from reporting such violence or abuse.

8.50.020 - Definitions. Added

"Annual inspection" means an inspection meeting the criteria and standards of crime free through environmental design (CFTED).

"Applicable laws" means and includes all federal, state and local statutes, ordinances and regulations that pertain to the condition, habitability and safety of dwelling units and residential property. This includes, but is not limited to, this code.

"Crime free lease addendum" means the lease addendum described in this chapter.

"Criminal activity" means behavior or actions that are in violation of established federal, state, or local laws, including but not limited to all applicable laws.

"Fair Housing Laws" means the Federal Fair Housing Act, as amended, (42 U.S.C. Sec. 3601 et seq.), the California Fair Housing and Employment Act (Government Code Section 12900 et seq.), and the Unruh Civil Rights Act (Civil Code Section 51).

"Law enforcement officer" means an individual(s) who is designated by state law or by the city manager to enforce applicable laws.

"Local property management company" shall mean an entity that is responsible for the day-to-day maintenance, upkeep and security of a rental property and is operated by a person who is licensed with the California Department of Real Estate as a real estate broker.

"Local property manager" shall mean a person who is responsible for the day-to-day maintenance, upkeep, and security of the rental property. The local property manager may be the owner of the property.

"Multi-family residences" means three dwellings or more on a single property.

"Occupant" or "tenant" means any person who occupies a residential rental property, whether as a tenant or permittee of the owner.

"Owner" or "property owner" means a single individual, partnership or joint venture or any entity that has any kind of ownership interest in a single-family residential rental property, multi-family rental property, or residential rental dwelling unit (collectively, "residential rental property") whether as an individual, partner, joint venture, stock owner, or ownership interest in some other capacity or the owner's designee, which may include a local property management company. If more than one person or an entity owns the subject rental property, owner or property owner refers to each person or entity holding any kind of ownership interest in the property, and the property owners' obligations in this chapter are joint and several as to each property owner. Owner shall also mean any person having legal title to real property, including all individuals shown as owners on the last equalized assessment roll of the San Bernardino County Assessor's Office, or an owner's authorized representative.

"Program" means the crime free rental housing program as set forth in this chapter.

"Single-family residence" means a dwelling configured for one group to live in with common areas such as a kitchen and common bathrooms on a single property.

"Single-family residential rental property," "multi-family rental property," or "residential rental dwelling unit" (collectively, "residential rental property") means a dwelling unit, all or part of which is occupied by a person(s) other than the owner of the unit where money, services or valuables are exchanged for the ability to reside whether this agreement is verbal or in writing. This includes the premises on which said residential rental property is situated and any common areas. The following types of dwelling units or facilities are not considered residential rental property:

1. Hotels or motels.
2. Accommodations in any hospital, extended care facility, residential care facility and convalescent home.
3. Mobile home parks.

4. Business, commercial or industrial properties unless there is a dwelling structure on the property.

8.50.030 - Rebuttable presumption. Added

For the purpose of this chapter, if the water, refuse, gas, electric or property tax bill is in a different name than that of the property owner, or if the water, refuse, gas, electric or property tax bill is in the owner of record's name but mailed to an address other than the property address, it shall be a rebuttable presumption that the property is residential rental property. This presumption can be rebutted by the owner of record, or by his or her designated representative, providing satisfactory documentation to the city that the property is owner-occupied or is not being used for rental income.

8.50.040 - Residential rental property registration. Added

Registration Required. As a condition of exercising the privilege of renting or leasing a residential rental property to any person and/or entity, the owner of the residential rental property, local property management company or local property manager shall register with the city by the first day of the January immediately following the adoption of this chapter and shall register every subsequent first day of January thereafter.

1. Contents of Registration Form and payment of Fees. The registration form shall be in a format determined by the city manager from time to time, and shall contain the location of the residential rental property, the owner's name and contact information, the name of person acting on the owner's behalf and his or her contact information, number of dwelling units, and any other information the city manager deems necessary. The owner shall pay an annual registration fee, set by resolution of the city council, which shall cover the costs of the city's administration and enforcement of this chapter.
2. Non-Transferable. Registration of a residential rental property accepted by the city pursuant to this chapter is not transferable to a new owner of the residential rental property. Any new owner must re-register and provide current registration information.
3. Failure to Register. Failure to comply with or violations of this chapter shall be considered a misdemeanor.

8.50.050 - Crime free rental housing program. Added

- A. Participation in the Program. Owners shall participate in the program by registering pursuant to Section 8.20.040. Owners who comply with the requirements of this chapter will be considered in "good standing," and the City may hold in abeyance any fines levied against a tenant for such tenant's unlawful activity in or around the residential rental property leased by the tenant, and not levy such fines against the owner. If the owner is not in good

standing, the city shall levy fines against the tenant and the owner jointly and severally.

- B. Crime Free Tenant Screening. The chief of police will maintain a crime free data base. This data base shall include all owners participating in the program. All owners or their designees are required to provide identifying information for all potential adult tenants of a residential rental property prior to leasing or renting. Prospective adult tenants must be identified by a valid government-issued photo identification card. The chief of police will in turn determine if the potential adult tenants have been in violation of a crime free agreement or rules at previous locations. The chief of police shall provide the owner or their designee notice of the determination as provided herein within two business days after receipt of identifying information contemplated herein. Upon receiving this notice, the owner or their designee has the sole discretion to take actions that he or she determines to be legally appropriate.
- C. Crime Free Lease Addendum. The crime free lease addendum shall be in a form approved by the city manager from time to time, and subject to approval of the city council. The owner of a residential rental property shall include the crime free lease addendum in any lease agreement between the owner and tenant. The crime free lease addendum shall be incorporated into all new or renewed rental agreements and leases executed after the effective date of this chapter.
- D. When an owner or their designee is notified by the chief of police, or his or her designee, that a tenant has engaged in criminal activity that would violate any federal, state or local law, on or near the residential rental property leased to tenant, the owner shall begin the eviction process against the tenant within ten business days of the date of such notice, and pursuant to the crime free lease addendum. The Chief of police may require proof of the eviction process. Notwithstanding for the foregoing, this chapter shall not be applied in a manner that will result in the eviction of a victim of domestic violence or abuse.
- E. When allowed by law the notice provided by the chief of police shall provide a report or incident number, identify the offending tenant(s), unit number if applicable, and the specific violation(s), and shall state the date(s) and time(s) of any observed criminal activity and any resulting arrest(s), and shall further state the owner's obligations under this chapter.
- F. The notice provided by the chief of police contemplated hereunder shall, to the extent permitted under applicable law and at the chief of police's discretion, contain the evidence and documents used by the chief of police to determine whether a tenant has engaged in criminal activity as contemplated herein.
- G. The notice provided by the chief of police shall be in writing and sent by email with acknowledgement or certified mail, return receipt requested.

- H. Criminal Background Check. In addition to the crime free tenant screening described above, owners shall conduct a criminal background check for all tenants using a commercially available service, at owner's cost. The owner shall maintain the criminal background check on file during the tenant's occupancy of the residential rental property.

8.50.060- Inspections. Added

- A. Annual Inspections. All residential rental property located in the city shall be subject to an annual inspection by the city for compliance with applicable laws. The specific items to be inspected will be in keeping with national standards for the crime free program and can be adjusted with approval of the city manager to meet the needs of this city. The owner or their designee will receive the results of the inspection.
- B. Notice of Inspection and Procedures.
 - 1. After receiving a completed registration form from an owner, the city will conduct an exterior inspection of the residential rental property to identify compliance with the program and applicable laws. Additionally, a subsequent inspection of the owner's records may be requested to ensure compliance with this chapter.
 - 2. No prior notice of inspection will be made to the owner. An owner does not have to be present for the inspection.
- C. Members of the city's police department will be responsible for conducting the inspections authorized by this chapter. However, the city may request that other city departments participate in the inspection process. The inspection will be from the exterior of the residential rental property's buildings and structures. It will cover items relating to crime prevention and the health and safety of the occupants.
- D. After completion of the inspection, a written report of the inspection will be sent to the owner. The report shall contain:
 - 1. An itemization of any violations of the applicable laws identified during the inspection;
 - 2. The period of time for correcting each of the identified violations;
 - 3. A statement of a re-inspection at the end of the period of time for correction, if applicable;
 - 4. The amount of the re-inspection fee and the date by which the re-inspection fee must be paid;
 - 5. A statement that if the violations are not corrected within the period of time for correction the city may pursue legal action as authorized under this code to abate such violations; and
 - 6. If no violations are found as a result of the inspection, the inspection report shall state so and city shall issue a certificate of registration to the owner.

8.50.070 - Fees. Added

The city council may establish such fees that are necessary for the administration of the regulatory program established by this chapter. All such fees shall be set by resolution of the city council.

8.50.080 - Appeals. Added

- A. Any recipient of an administrative citation may contest the citation by the procedures set forth in this code.
- B. Any party to an administrative citation hearing may appeal an adverse ruling in accordance with this code.

8.50.090 - Complaint-based inspections. Added

Nothing contained in this chapter shall prevent or restrict the city's authority to inspect any residential rental property in response to a complaint alleging code violations or violations of applicable laws and to pursue all remedies permissible under applicable laws.

8.50.100 - Voluntary inspection requests. Added

Nothing contained in this chapter shall be construed to prohibit a property owner or occupant from voluntarily requesting an inspection pursuant to this chapter to determine whether the residential rental property complies with applicable laws.

8.50.110 - Enforcement. Added

- A. Violations Identified During Inspection. If the owner fails to correct a violation of the applicable laws identified in the report of inspection within the time allowed, the city may issue an administrative citation, issue a notice of intent to abate, or may take any other action authorized by law to enforce the provisions of this code.
- B. Failure to Pay Fees. Should an owner fail to timely pay any fees due under the program, the city may take appropriate action to recover the unpaid fees, including any accrued interest, penalties and personnel costs utilizing any remedies authorized by law.
- C. Violations. Owners who fail or cause to fail to cooperate with inspections required under this chapter or fail to otherwise comply with the requirements of this chapter may be subject to an administrative citation in accordance with this code or any other action authorized by law to enforce the provisions of this chapter.

- D. **Strict Liability.** Violations of this chapter shall be treated as a strict liability offense regardless of intent. Any person, firm and/or corporation that violates any portion of this chapter shall be subject to prosecution under applicable law.
- E. **Revenue and Taxation Code.** The city may also utilize the provisions of the Revenue and Taxation Code Section 24436.5 to encourage the elimination of substandard conditions in rental housing. The city is also authorized to bring an action under the Business and Professions Code for unfair business practices.
- F. **Attorneys' Fees.** In an action, administrative proceeding, or special proceeding to abate a violation of this chapter, the prevailing party may recover Attorneys' fees pursuant to Government Code Section 38773.5. Recovery of attorneys' fees is limited to those individual actions or proceedings in which the city elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fees. An award of attorneys' fees to a prevailing party shall not exceed the amount of reasonable attorneys' fees incurred by the city in an action, administrative proceeding, or special proceeding.

8.50.120 - Severability. Added

If any provision, section, paragraph, sentence or word of this chapter is determined or declared invalid by any final court action in a court of competent jurisdiction or if the application of any provision, section, paragraph, sentence or word of this chapter is inapplicable to a specific situation by reason of any preemptive state or federal legislation or regulation, the remaining provisions, sections, paragraphs, sentences or words of this chapter shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED THIS ___ day of March, 2016.

Mayor, Richard Kerr

ATTEST:

City Clerk, Cynthia M. Herrera

APPROVED AS TO FORM:

City Attorney, Julia Sylva

Ordinance 541

I, Cindy Herrera, City Clerk of the City of Adelanto, California, do hereby certify that the foregoing Ordinance was introduced for first reading on the ___ day of February, 2016, and adopted at a regular meeting of the City Council of the City of Adelanto on this ___ day of March 2016, by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Cynthia M. Herrera, City Clerk, City of Adelanto



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY
| ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Julia Sylva, Interim City Attorney

SUBJECT: PUBLIC HEARING - FIRST READING OF ORDINANCE NO. 537, AMENDING CHAPTERS 2.16 AND 9.35.040, RESPECTIVELY, OF THE ADELANTO MUNICIPAL CODE RELATING TO THE USE OF A FIREARM BY ANIMAL CONTROL OFFICERS OR ANY OTHER DESIGNATED PUBLIC OFFICER EMPLOYED IN THE CITY

STAFF RECOMMENDATION:

The City Attorney recommends that the City Council approve the first reading of Ordinance No. 537 adopting revisions to Adelanto Municipal Code ("AMC") Chapters 2.16 and 9.35.040, respectively, of the Adelanto Municipal Code relating to the use of a Firearm by Animal Control Officers or Any other Designated Public Officer Employed in the City.

BACKGROUND:

The current Chapter 2.16.010 of the Adelanto Municipal Code ("AMC") does not specifically authorize Animal Control Officers and any other designated, trained and qualified public official of the City, to carry a firearm while in the employ of the City.

Likewise, the current Chapter 9.35 of the Adelanto Municipal Code ("AMC") does not specifically authorize Animal Control Officers and any other designated, trained and qualified public official of the City, to carry a firearm while in the employ of the City and in City Parks, Recreation Facilities and Other Public Places.

The City seeks to enable its Animal Control Officers, and those employees authorized to perform the duties of Animal Control Officers, and any other public officials duly authorized by the City Council, to carry a firearm to assist in the performance of their duties.

This proposed Ordinance would amend the AMC to authorize its Animal Control Officers, and those City employees authorized to perform the duties of Animal Control Officers, and those public officials designated by the City Council of the City, to carry a firearm as set forth in the proposed Ordinance.

FISCAL IMPACT:

1. None

ATTACHMENTS:

1. Proposed Ordinance No. 537
2. Chapters 2.16 and 9.35

ORDINANCE NO. 537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, AMENDING CHAPTERS 2.16 AND 9.35.040, RESPECTIVELY, OF THE ADELANTO MUNICIPAL CODE RELATING TO THE USE OF A FIREARM BY ANIMAL CONTROL OFFICERS EMPLOYED IN THE CITY

WHEREAS, the City of Adelanto ("City") has enacted Chapter 2.16 of the Adelanto Municipal Code ("AMC") to regulate Code Enforcement and Animal Control Officers.

WHEREAS, the City has enacted Chapter 9.35 of the Adelanto Municipal Code ("AMC") to regulate the Use of Parks, Recreation Facilities and Other Public Places.

WHEREAS, the City seeks to provide regulations to enable its Animal Control Officers, and those employees authorized to perform the duties of Animal Control Officers, to carry a firearm to assist in the performance of their duties.

WHEREAS, the City Council now desires to amend its municipal code to authorize its Animal Control Officers, and those City employees authorized to perform the duties of Animal Control Officers, to carry a firearm.

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

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Chapter 2.16 of the Adelanto Municipal Code is hereby amended to read in its entirety as follows:

Chapter 2.16

CODE ENFORCEMENT AND ANIMAL CONTROL OFFICERS

Sections:

2.16.010. Code Enforcement and Animal Control Offices Established.

Subsection B. the second half of the sentence is deleted in its entirety and amended to read as follows: This Chapter does not authorize the arrest or taking into custody of any person.

Subsection A. 4. is added to read in its entirety as follows: Animal Control Officers in the City, those City employees authorized to perform the duties of Animal Control Officers, and any other City Officers duly designated by the City Council, are hereby authorized to carry and use a firearm within the course and scope of their employment,

provided they are properly trained and certified as required by the California Penal Code and any other laws regulating the use of a firearm.

Chapter 9.35

USE OF PARKS, RECREATION FACILITIES AND OTHER PUBLIC PLACES

Section: Specific Acts Prohibited.

Subsection E. The last sentence is deleted in its entirety. Instead, the following shall be inserted as the last sentence: This prohibition shall not apply to the engaging in or traveling to target conducted in accordance with appropriate standards of safety at an archery, skeet or target range authorized and provided by the City for such purpose, nor shall this prohibition apply to law enforcement personnel, Animal Control Officers employed by the City, or those employees authorized to perform the duties of Animal Control Officer in the City, provided they are acting within the course and scope of their official duties.

PASSED, APPROVED AND ADOPTED THIS ____ day of March, 2016.

Mayor, Richard Kerr

ATTEST:

City Clerk, Cynthia M. Herrera

APPROVED AS TO FORM:

City Attorney, Julia Sylva

I, Cindy Herrera, City Clerk of the City of Adelanto, California, do hereby certify that the foregoing Ordinance was introduced for first reading on the ___ day of February, 2016, and adopted at a regular meeting of the City Council of the City of Adelanto on this ___ day of March 2016, by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Cynthia M. Herrera, City Clerk, City of Adelanto

Chapter 2.16

CODE ENFORCEMENT AND ANIMAL CONTROL OFFICERS

Section:

2.16.010 Code Enforcement and Animal Control Offices Established

2.16.010 Code Enforcement and Animal Control Offices Established.

A. There are established the offices of Code Enforcement and Animal Control, which offices shall respectively provide for code enforcement and animal control services in the City. All code enforcement and animal control personnel (excluding clerical and administrative support personnel) are authorized to issue citations (notices to correct and/or notices to appear) to any person violating:

1. Any ordinance of the City;
2. Any uniform code or ordinance adopted by reference by ordinance of the City; and
3. Any standing or parking regulation established by the California Vehicle Code.
4. Animal Control Officers in the City, those City employees authorized to perform the duties of Animal Control Officers, and any other City Officers duly designated by the City Council, are hereby authorized to carry and use a firearm within the course and scope of their employment, provided they are properly trained and certified as required by the California Penal Code and any other laws regulating the use of a firearm.

B. This Chapter does not authorize the arrest or taking into custody of any person.

C. Subsection B., notwithstanding, animal control officers, the animal control supervisor and animal control technicians who have completed PC 832 training are specifically authorized to carry and use gas- or air-operated capture guns, either rifle or pistol, to subdue animals which threaten public safety, and/or in the interest of animal welfare.

Chapter 9.35

USE OF PARKS, RECREATION FACILITIES AND OTHER PUBLIC PLACES

Sections:

9.35.010 Declaration of Policy

9.35.020 Definitions

9.35.030 Compliance

9.35.040 Specific Acts Prohibited

9.35.050 Reserved

9.35.060 Groups of Seventy-Five (75) or More

9.35.070 Smoking in Parks and Recreation Facilities

9.35.080 Amplified Sound in City Parks

9.35.090 Alcoholic Beverages in City Parks and Facilities

9.35.100 Inflatable Structures in Public Parks

9.35.110 Consumption of Alcoholic Beverages in Public Places

9.35.120 Bodily Functions Prohibited in Public Places

9.35.130 Enforcement

9.35.010 Declaration of Policy.

City parks, public recreational facilities, public rights-of-way and other public places are established for the use and enjoyment of all persons for, among other purposes, pursuit of active or passive recreation. It is the City's responsibility to promote the health, peace, safety, welfare and convenience of all persons in regards to their use and enjoyment of such public places. The City Council finds that the regulations set forth in this Chapter are necessary to ensure that all persons may use and enjoy such public places in a safe manner.

9.35.020 Definitions.

The following definitions apply to this Chapter:

- A. "Alcoholic Beverage(s)" shall have the meaning set forth in Section 23004 of the California Business and Professions Code, as the same presently exists, or as the same may be amended from time to time.
- B. "City Manager" means the City Manager of the City or the person authorized by said City Manager to act in his or her stead with respect to the provisions of this Chapter.
- C. "Inflatable Structure" means inflatable structures or equipment, commonly used for jumping, bouncing, sliding, riding, or as an apparatus for sports and recreational activities. The term includes, but is not limited to, inflatable buildings, castles, roofs, covers, slides, swimming pools, boxing rings, and obstacle courses.
- D. "Public Facility" means any public building or structure owned or controlled by the City, and any public park.
- E. "Public Right-of-Way" means any place of any nature which is dedicated to use by the public for pedestrian and vehicular travel, and includes, but is not limited to, a street, sidewalk, curb, gutter, crossing, intersection, parkway, highway, alley, lane, mall, court, way, avenue, boulevard, road, roadway, viaduct, subway, tunnel, bridge, thoroughfare, park square, and other similar public way.
- F. "Public Park" means a park, playground, recreation center, tennis courts, swimming facility, sports field, ballfield and/or open space or other area owned or controlled by the City and open to use by the public.

9.35.030 Compliance.

No person shall enter, be or remain in any City park unless such person complies with all the regulations and conditions set forth in this Chapter.

The provisions of this Chapter, however, shall not apply to emergency police, fire or public utility services.

9.35.040 Specific Acts Prohibited.

Every person who willfully within any public park, public facility or public right-of-way commits any of the acts set out in this Section or violates any other prohibition in this Chapter is guilty of a misdemeanor, punishable in accordance with Sections 1.20.010 through 1.20.040 of Chapter 1.20 of Title 1 of this Code. The prohibited acts include the following:

A. To hitch, fasten, lead, drive or let loose any animal or fowl of any kind, except in areas which may be designated by the City Manager, provided that this shall not apply to dogs and cats when led by a leash and under full control by its owner or custodian.

B. To ride or drive any skates, skateboard, horse or other animal, or to propel any vehicle, cycle, bicycle, skateboard, skates or automobile, except in areas designated for purposes of vehicle or other travel or otherwise by the City Manager. This provision does not apply to any vehicle being used for authorized City business, nor to any police or other emergency vehicle performing an authorized mission, nor to a vehicle which is within a park pursuant to written permission of the City Manager. Neither does this provision apply to any electrically driven wheelchair carrying a physically incapacitated person.

C. To enter, remain, stay or loiter in any park or facility between the hours of 10:00 p.m. and 6:00 a.m. the following day without permission from the City Manager or except as a participant in an activity permitted by the City Manager.

D. To light or maintain any fire or to cook, prepare, serve or eat any meal other than at a stove, barbecue, fire circle or other place provided for that purpose.

E. To possess, carry or discharge any firearms, firecrackers, rockets, explosives or any other fireworks, air gun, bow and arrow, slingshot or any similar device or weapon; nor shall any person carry into or use any other object within a park with the intent of disturbing the peace of any person by means of noise or otherwise. This prohibition shall not apply to the engaging in or traveling to target conducted in accordance with appropriate standards of safety at an archery, skeet or target range authorized and provided by the City for such purpose, nor shall this prohibition apply to law enforcement personnel, Animal Control Officers employed by the City, or those employees authorized to perform the duties of Animal Control Officer in the City, provided they are acting within the course and scope of their official duties.

F. To throw, project, propel or drive upon a lawn or across any public park, public walkway or driveway within a public park any missile, model airplane, model car, go-carts or other self-propelled devices and vehicles not covered under the California Vehicle Code, capable of causing personal injury or damage to personal property, except at such places designated therefore by the City Manager.

G. To drive, hit or putt any golf ball or to use any golf club in any public park or upon any pathway or trail, except in such areas as may be designated by the City Manager for that purpose.

H. To cut, break, injure, deface or destroy any tree, shrub, plant, rock, building, cage, pen, monument, sidewalk or paved area, fence, bench or other structure, apparatus or property, or pull up, cut, take or remove any shrub, bush, plant or flower, or mark or write upon, paint or deface in any manner any building, monument, bench, sidewalk, paved area or other structure. This prohibition shall not apply to any employee or contractor of the City engaged in work on the City's behalf.

I. To cut or remove any wood, turf, grass, soil, rock, gravel, sand or fertilizer from a public park or from any place within a public park.

J. To camp or lodge therein except by permission in writing by the City Manager.

K. To throw, discard, place or dispose of any garbage or refuse in any place other than in a garbage can or other receptacle maintained for that purpose.

L. To park any vehicle on any road or path except at places designated for parking.

M. To play or bet at or against any game which is played, conducted, dealt or carried on with cards, dice or other devices for money, chips, shells, credit or other representative of value, or maintain or exhibit any gambling table or other instrument of gambling or gaming. This prohibition shall not apply to simulated gambling games or to bingo games

when conducted by a non-profit organization during fund raising events pursuant to a permit or reservation issued by the City Manager pursuant to this Code and in compliance with all other applicable law.

N. To hold any meeting, service, concert, event or exhibition without first obtaining written permission from the City Manager, if required by this Code.

O. To engage in any commercial activity, including but not limited to the selling, offering for sale, advertising for sale or solicitation for future delivery or performance of any goods, wares, merchandise or services, except pursuant to a specific concession or contract granted by the City or a permit therefore.

P. To interfere with the use of any scheduled group or activity that has received a permit from the City for use of said park.

Q. To place, use or operate an inflatable structure without a permit issued pursuant to this Chapter.

9.35.050 Reserved.

9.35.060 Groups of Seventy-Five (75) or More.

A. Compliance Required. No person or group may hold, conduct or allow, and no person shall participate in, any picnic, celebration, parade, event, gathering, assembly or meeting at which seventy-five (75) persons or more are in attendance in any public park, public facility or public right-of-way within the City unless such activity is conducted in accordance with the provisions of this Section, in addition to any other applicable provisions of this Code.

B. Permit Required. Except as provided in subsection (C) of this Section, a special event permit must be obtained from the City Manager for any picnic, celebration, parade, event, gathering, assembly or meeting to be held in any public park, public facility or public right-of-way if seventy-five (75) persons or more will be in attendance.

C. Exempt Activity. The following activities are exempt from the permit requirement set forth in this Section:

1. Celebrations, parades, events, gatherings, assemblies or meetings which take place on streets, sidewalk or other public rights-of-way owned or controlled by the City, if such activities are conducted in compliance with all applicable laws and regulations, including, but not limited to, traffic and safety regulations.

2. Filming and videotaping activity governed by, and conducted in accordance with, Chapter 13.45 of this Code.

3. Activities conducted by governmental agency acting within the scope of its authority.

D. Issuance of Permits. The City Manager is authorized to issue special event permits pursuant to the procedures set forth in this Section. Issuance of a special event permit pursuant to this Section does not obligate or require the City to provide services, equipment or personnel in support of an event. The City Manager may, however, cause such services, equipment or personnel to be provided if such are reasonably available and the event organizer agrees to reimburse the City for the cost thereof. The City Manager may reduce or waive any portion of such costs associated with the provision

of City services, equipment or personnel in support of an event if the payment of the full costs will create an undue financial hardship on the person or group obtaining the permit.

E. Permit Application Timing. Applications for a special event permit required under this Section shall be filed with the City Manager at least seventy-two (72) hours prior to the time the special event is proposed to be conducted. The City Manager shall have the authority, if good cause is shown and the nature of the application reasonably and feasibly lends itself to expedited processing, to consider, grant or deny an application for a special event permit which is filed later than seventy-two (72) hours prior to the time the special event is proposed to be conducted.

F. Contents of Application. Applications for a special event permit shall be upon a form which is furnished by or acceptable to the City Manager. Each application shall contain full, complete and detailed information including, but not limited to, the following:

1. The name, address and telephone number of the event organizer;
2. The nature of the event and the proposed location of the event;
3. The date(s) and time(s) when the event will be conducted;
4. A certification that the event organizer shall be financially responsible for any City fees, departmental service charges or costs that may lawfully be imposed for the event;

5. Insurance information, if applicable; and
6. Any other information reasonably required by the City

Manager.

G. Permit Issuance. The City Manager shall issue a special event permit if the City Manager finds that all of the following criteria have been met:

1. The event will not substantially interrupt public transportation or other vehicular or pedestrian traffic in the area of its location;
2. The event will not conflict with construction or development in the public right-of-way or at a public facility;
3. The concentration of persons, animals, and vehicles for the event will not unreasonably interfere with the movement of police, fire, ambulance and other public safety or emergency vehicles within the public rights-of-way in the area of the proposed event location;
4. The event will not unreasonably interfere with any other event for which a special event permit has already been granted, or with the provision of City services in support of any other scheduled event or scheduled government function;
5. The event will not have an unmitigable adverse impact on residential or business access and traffic circulation in the area of the proposed event location;
6. The event will not adversely affect the City's ability to reasonably perform municipal functions or furnish City services;

7. The proposed event will not have a significant adverse environmental impact; and

8. The insurance provisions required by this Section, if applicable, have been or will be satisfied.

H. Permit Denial or Revocation. The City Manager may deny an application for a special event permit or revoke a special event permit if the City Manager finds any of the following:

1. One or more of the findings set forth in subsection G. of this Section cannot be made;

2. The application contains incomplete, false or misleading information;

3. The applicant fails to comply with all terms of this Chapter;

4. The proposed event will violate any federal, state and/or local law or regulation; or

5. The proposed event will present an unreasonable danger to the health or safety of the applicant, spectators, City employees and/or members of the public.

I. Notice of Denial or Revocation. A person or organization whose special event permit application is denied, or whose permit is revoked, shall be immediately notified of the denial or revocation in writing, which notification shall contain a statement setting forth the reasons for the denial or revocation, as well as reference to the appeal provisions set forth in subsection M. of this Section.

J. Permit Conditions. The City Manager may condition any special event permit issued pursuant to this Section with reasonable requirements concerning the time, place and manner of holding the event as is necessary to coordinate multiple uses of public property, assure preservation of public property and public places, prevent dangerous, unlawful or impermissible uses, protect the safety of persons and property, and control vehicular and pedestrian traffic in and around the venue. Possible conditions include, but are not limited to, the following:

1. Conditions designed to avoid or lessen interference with public safety functions and/or emergency service areas;
2. The number and type of vehicles, animals or structures to be displayed or used in the event;
3. The inspection and approval by City personnel of stages, booths, structures, vehicles or equipment to be used or operated during the event to ensure that such items are safely constructed, can be safely operated and conform to the requirements of all applicable laws and regulations;
4. The provision and use of traffic cones or barricades;
5. The provision of a waste management plan, and the cleanup and restoration of the event site;
6. The obtaining of any and all business licenses or other necessary permits required by this Code for the sale of food, beverage or other goods or services at the event; and

7. The manner by which alcohol sales and service, if any, shall be conducted during the event.

K. Insurance and Indemnification. The organizer of a special event shall possess or obtain, and maintain for the duration of the event, comprehensive general liability insurance to protect the City against loss from liability imposed by law for damages on account of bodily injury and property damage arising from the event. Such insurance shall be in a combined single limit of at least One Million dollars (\$1,000,000), shall name the City, its officers, employees, and agents as additional insureds, and shall be effectuated through an insurance endorsement. If the special event is of a demonstrated high or low risk category, according to recognized insurance and risk management standards, the City Manager may authorize a greater or lesser amount of coverage than set forth in this subsection, or may require a particular type of insurance coverage different from that specified in this subsection. In addition to obtaining and maintaining the required insurance, each permittee shall execute an agreement in a form approved by the City agreeing to defend, indemnify and hold harmless the City against any and all losses and liabilities arising from the conduct of the permittee, or its officers, employees or agents, relating to the permitted event.

L. Waiver of Insurance Requirements. Except for special events where the sale of alcoholic beverages is authorized, the insurance requirements set forth in subsection K. of this Section may be reduced or waived by the City Manager. If insurance is reduced or waived, the City Manager may still require the permittee to defend, indemnify and hold harmless the City from any claim or liability arising from the event. In

making the determination of whether to reduce or waive insurance requirements, the City Manager shall consider the following factors:

1. Whether the special event is constitutionally protected speech and/or expressive activity;
2. Whether the applicant has determined that the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of constitutionally protected speech and/or expressive activity;
3. Whether it is objectively impossible to obtain insurance coverage;
4. Whether the event will involve the use of equipment, vehicles or animals, or will pose an unreasonable danger to participants or the public; and
5. Whether a fee or donation is charged or required as a condition of admission or participation in the event.

M. Appeals. Any person aggrieved by the denial or revocation of a permit pursuant to this Section may appeal such decision to the City Council by filing a written notice of such appeal with the City Clerk within ten (10) business days of the decision of the City Manager giving rise to said appeal. Such appeal shall set forth in detail the facts upon which the appeal is being made. The City Council shall, within ten (10) business days of receiving such notice of appeal, hold a hearing. When the necessity for a timely response so requires, the appeal may be referred by the City Clerk to a neutral Hearing Officer. Costs for the neutral Hearing Officer shall be

borne by the appellant, if any costs are incurred. At the appeal hearing, the aggrieved party and the City shall be entitled to be heard and present evidence they believe to be relevant. Upon conclusion of the hearing, the City Council or the Hearing Officer may, with findings, approve, reverse or modify the decision of the City Manager. Any decision of the City Council or the Hearing Officer shall be final.

9.35.070 Smoking in Parks and Recreation Facilities.

No person shall be permitted to smoke in any public park or public facility. Smoking shall include, but is not limited to: the combustion of any cigar, cigarette, pipe, or any similar article; the use of any form of tobacco or other combustible substance in any form; the use of electronic smoking devices, electronic cigarettes, electronic cigarillos, electronic pipes, electronic hookahs, vaporizers, vape pens, or any other inhalation device that generates an inhalable substance of any kind from tobacco, marijuana, or any other weed or plant.

9.35.080 Amplified Sound in City Parks.

A. The intent of this Section is to reasonably regulate the use of parks within the City in such a manner that various groups may enjoy such parks without unduly interfering with or creating conflicts with other groups, and to ensure that if public address systems, amplified instruments or percussion instruments are used within the parks, that they shall be used in such place and manner that they will not unduly interfere with or be an annoyance to other groups or individual people who may be using the parks at the same time or to the surrounding neighborhood.

B. Public address systems, acoustical instruments and/or electrically amplified instruments are prohibited unless the City Manager finds the amplification meets the criteria stated in Section 9.35.080.A., and the amplification use is approved in writing by and in the sole discretion of the City Manager.

9.35.090 Alcoholic Beverages in City Parks and Facilities.

The possession (open and closed containers), consumption, sale, transportation or disbursement of alcoholic beverages is prohibited in public parks, public facilities or public right-of-way, unless a permit is obtained and approved in writing by the City Manager pursuant to Section 9.90.020, and in that event only in compliance with the conditions and restrictions of that permit.

9.35.100 Permits.

A. Permit Required. Any person desiring to place, operate, stage and/or use an inflatable structure in a public park shall first file a written application with, and receive a permit from, the City Manager.

B. Application Contents. Any person or authorized representative desiring a permit to place, operate, and/or use an inflatable structure in a city park shall file, at least one week prior to the anticipated event, an application for such a permit. The application shall be on a form provided by the City, shall be signed by the applicant under penalty of perjury, shall be accompanied by a nonrefundable fee established by resolution of the City Council, and shall include the following information:

1. The name and contact information of the applicant.
2. The name and contact information of the vendor providing the inflatable structure, if any.
3. A statement describing the kind, type or nature of the inflatable structure.
4. The name of the insurance carrier; the amount of personal and property liability, naming the City as an additional insured, carried together with the name of the nearest representative and his/her business address.
5. The number of people expected to use the inflatable structure.
6. The location where the inflatable structure will be placed, operated, and used.
7. The date when the inflatable structure will be placed, operated, and used.
8. A description of how the inflatable structure and/or other attraction will be self-contained.

C. Review and issuance of permit. The City Manager shall issue a permit for the requested inflatable structure if he/she determines that placement, operation and use of the structure in the proposed location and manner will not do any of the following:

1. Unreasonably interfere with the public's use of the city park or any other event for which a permit has been granted;

2. Unreasonably interfere with the provision of a City or emergency service;

3. Present an unreasonable danger to the health or safety of the applicant, persons who will use the inflatable structure, spectators, City employees and/or members of the public.

D. Permit Conditions. A permit issued pursuant to this Section shall include the following conditions:

1. The designated area for the placement and use of the inflatable structure.

2. The date, and starting and ending times, for the placement and use of the inflatable structure.

3. Any damage to City property directly attributable to the placement or use of the inflatable structure shall be the sole responsibility of the applicant.

4. The applicant to whom the permit is issued must have in his or her possession a copy of the permit at all times during the placement and use of the inflatable structure.

5. The inflatable structure must be operated at all times pursuant to the terms and conditions included in the permit.

6. The inflatable structure shall not be operated or used for commercial purposes.

7. Such other requirements as are found by the City Manager or his/her designee to be reasonably necessary for the protection of the public or City property, including, but not limited to, reasonable insurance

requirements.

9.35.110 Consumption of Alcoholic Beverages in Public Places.

It is unlawful for any person to consume any alcoholic beverage(s) while upon any public street, alleyway, sidewalk, park or parkway, whether in a motor vehicle or otherwise, within the City.

9.35.120 Bodily Functions Prohibited in Public Places.

Any person who, in any public park, street, alley, highway, public meeting, assembly or other public place, or in the immediate neighborhood thereof and in view from the same places, urinates or defecates, is guilty of a misdemeanor, provided that this Section shall not be applicable to the act of urinating or defecating in a proper receptacle in a restroom or bathroom in any enclosed structure.

9.35.130 Enforcement.

Except as otherwise provided, the City Manager shall have the primary responsibility for the enforcement of this Chapter. Each police and law enforcement officer of the City is given permission to enter the public and restricted parts of all parks and public facilities to maintain public order or to prevent, remedy or take other appropriate action with respect to violations of the provisions of this Chapter or of other applicable laws or regulations.



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY
| ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Julia Sylva, Interim City Attorney

SUBJECT: A PUBLIC HEARING - FIRST READING OF ORDINANCE NO. 543, AMENDING CHAPTER 8.40 OF THE ADELANTO MUNICIPAL CODE RELATING TO RESIDENTIAL RENTAL DWELLING UNIT INSPECTION AND MAINTENANCE PROGRAM

STAFF RECOMMENDATION:

The City Attorney recommends that the City Council approve the first reading of Ordinance No. 543, Amending Chapter 8.40 of The Adelanto Municipal Code Relating to Residential Rental Dwelling Unit Inspection And Maintenance Program.

BACKGROUND:

The current section 8.40 of the Adelanto Municipal Code (AMC) does not clearly set forth the powers of the City, its designated personnel, or public safety officers, to access residential rental units for inspection and maintenance. The City now desires to amend its municipal code to authorize inspections of residential rental units, pursuant to exigent circumstances, to consent of the landlord and/or the tenant or occupant, as applicable, or if necessary, pursuant to court order or search warrant.

FISCAL IMPACT:

1. None

ATTACHMENTS:

1. Proposed Ordinance No. 543
2. Chapter 8.40

ORDINANCE NO. 543

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ADELANTO, CALIFORNIA, AMENDING CHAPTER 8.40 OF THE ADELANTO MUNICIPAL CODE RELATING TO RESIDENTIAL RENTAL DWELLING UNIT INSPECTION AND MAINTENANCE PROGRAM

WHEREAS, the City Council of the City of Adelanto ("City") has enacted Chapter 8.40 of the Adelanto Municipal Code ("AMC") to regulate inspection and maintenance of residential rental dwelling units in the City.

WHEREAS, the City acknowledges the Fourth Amendment of the United States Constitution, which is enforceable against the States through the Fourteenth Amendment, through its prohibition of "unreasonable" searches and seizures as a safeguard for the privacy and security of individuals against arbitrary invasions by governmental officials.

WHEREAS, the City, also acknowledges that in order to interrupt a crime, apprehend a fleeing suspect, prevent the imminent destruction of evidence, or prevent a catastrophe such as a fire, it may enter a residential unit without a court order or search warrant being in violation of the Fourth Amendment.

WHEREAS, the City also acknowledges that is may enter residential rental dwelling units with consent of landlord and/or tenant or occupant, as applicable, or pursuant to court order or search warrant.

WHEREAS, the City now desires to amend its municipal code to authorize inspections of residential rental units, pursuant to exigent circumstances, to consent of the landlord and/or the tenant or occupant, as applicable, or if necessary, pursuant to court order or search warrant.

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

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Chapter 8.40 of the Adelanto Municipal Code is hereby amended to read in its entirety as follows:

///

///

///

Chapter 8.40

RESIDENTIAL RENTAL DWELLING UNIT INSPECTION
AND MAINTENANCE PROGRAM

Sections:

8.40.030 Scope.

Subsection B. is deleted in its entirety and amended to read as follows: The provisions of this Chapter shall not apply to: legal accessory dwelling units; rooms rented to single individuals in an owner-occupier single family residence; or hotel or motel units subject to the transient occupancy tax ordinance codified at Chapter 3.40 of the AMC.

8.40.070 Inspections.

Subsection A. The following sentence is added at the end of the current Subsection A: In the event that the tenant or occupant refuse to allow access for inspection, the City may exercise any legitimate authority to obtain access including, but not limited to, a court order or search warrant. Notwithstanding, the foregoing, the designated public safety officials of the City, may enter the subject property if exigent circumstances exist, as determined by the public safety officials, without a court order or search warrant.

PASSED, APPROVED AND ADOPTED THIS ___ day of March, 2016.

Mayor, Richard Kerr

ATTEST:

City Clerk, Cynthia M. Herrera

APPROVED AS TO FORM:

City Attorney, Julia Sylva

I Cynthia Herrera, City Clerk of the City of Adelanto, California, do hereby certify that the foregoing Ordinance was introduced for first reading on the ___ day of February, 2016, and adopted at a regular meeting of the City Council of the City of Adelanto on this ___ day of March 2016, by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Cynthia M. Herrera, City Clerk, City of Adelanto

Chapter 8.40

RESIDENTIAL RENTAL DWELLING UNIT INSPECTION AND MAINTENANCE PROGRAM

Sections:

- 8.40.010 Purpose and Findings
- 8.40.020 Definitions
- 8.40.030 Scope
- 8.40.040 Residential Rental Dwelling Unit Inspection Program Registration
- 8.40.050 Residential Rental Dwelling Unit Inspection Program Initial Phase
- 8.40.060 Residential Rental Dwelling Unit Inspection Program Fees and Penalties
- 8.40.070 Inspections
- 8.40.080 Local Contact Representative
- 8.40.090 Self-Certification Program
- 8.40.100 Refusal to Permit Inspection
- 8.40.110 Retaliatory Eviction
- 8.40.120 Change of Ownership
- 8.40.130 Regulations Nonexclusive
- 8.40.140 Appeals
- 8.40.150 Conflicts

8.40.010 Purpose and Findings.

A. The City Council of the City of Adelanto recognizes that the preservation of existing rental housing stock is of tremendous importance as is ensuring future rental housing stock. Rental housing provides needed, affordable housing for many and is a valuable asset that must be preserved and maintained. The City has a significant interest in ensuring that rental housing remains a desirable housing option for its citizens.

B. Over time rental housing often deteriorates because of intentional and unintentional neglect by property owners, managers and tenants. This deterioration often results in substandard conditions that adversely affect the economic values of neighboring structures, and that are hazardous to the public health and safety. In many cases, property owners choose not to make the necessary repairs because of cost, and tenants do not report the deficiencies out of lack of knowledge or because they fear being evicted for doing so.

C. The public interest demands that all rental housing properties comply with the minimum standards regarding the health and safety of the public. The most effective way to seek universal compliance with the minimum standards is through routine periodic inspections of all rental housing properties. Accordingly, it is the intent of the Adelanto City Council to enact the provisions of this chapter as the basis for establishing a rental housing inspection program aimed at securing City-wide compliance of rental housing properties with minimum standards. City-wide compliance will prevent blight and ensure that all persons who live in rental housing units are provided decent, safe and sanitary housing.

8.40.020 Definitions.

As used in this chapter, the following terms and phrases are defined as follows:

A. "Building, housing and sanitation codes or ordinances" shall refer to: the current adopted codes specified in Title 14 of the Adelanto Municipal Code, the California Fire Code and International Fire Code, all as modified, adopted and codified in the Adelanto Municipal Code. The phrase "building, housing and sanitation codes or ordinances" shall also refer to the City of Adelanto Zoning Ordinances as codified at Title 17 of the Adelanto Municipal Code, the City of Adelanto Subdivision Ordinances as codified at Title 16 of the Adelanto Municipal Code, and all provisions of California statutory law and the Adelanto Municipal Code pertaining to property-related sanitation, health, safety and nuisance, as well as state regulations promulgated pursuant to California statutory law, for which the City has enforcement authority.

B. "Director" shall refer to the City's City Manager or his/her designee.

C. "Owner" shall mean any person who owns one or more residential rental dwelling units.

D. "Person" means and includes any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization or entity, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons. The terms "person," "owner," "operator," and "landlord" may herein be used interchangeably.

E. "Residential rental dwelling unit" shall mean a building or portion of a building that is rented or leased to tenants for residential purposes on a nontransient basis (when one or more tenants reside on the property or rent or lease the property for thirty consecutive days or longer) and which is owned in whole or in part by a landlord. This shall include but not be

limited to single-family residences, duplexes, triplexes, apartment houses, townhouse dwellings, condominiums, boarding houses, lodging houses, rooming houses, single room occupancy units, small ownership units, hotel and motel units, sober living facilities, and dormitories in the City of Adelanto.

8.40.030 Scope.

A. The provisions of this Chapter shall apply to all owners of one (1) or more residential rental dwelling units located within the City of Adelanto.

B. The provisions of this Chapter shall not apply to: legal accessory dwelling units; rooms rented to single individuals in an owner-occupier single family residence; or hotel or motel units subject to the transient occupancy tax ordinance codified at Chapter 3.40 of the AMC.

8.40.040 Residential Rental Dwelling Unit Inspection Program Registration.

A. Each owner or operator, on behalf of the owner, shall initially register for the residential rental dwelling unit inspection program on a form provided by the City's Code Compliance Department. Initial registration of residential rental dwelling units which are subject to this Chapter shall be due within sixty (60) days of the effective date of this Ordinance. Registration of residential rental dwelling units which become subject to this Chapter after the effective date of this Chapter shall be due within sixty (60) days of the date that the residential rental dwelling unit was acquired or converted into a residential rental dwelling unit. In the event that the tenant or occupant refuse to allow access for inspection, the City may exercise any legitimate authority to obtain access including, but not limited to, a court order or search warrant. Notwithstanding, the foregoing, the designated public safety officials of the City, may enter the subject property if exigent circumstances exist, as determined by the public safety officials, without a court order or search warrant.

B. All registrations shall be subject to verification by the Director. All information on said registrations shall be submitted under penalty of perjury. Any person who makes a false statement in the registration or submits false information in connection with a registration shall be guilty of an infraction.

C. Each owner or operator, on behalf of the owner, may apply for the Residential Rental Dwelling Unit Inspection and Maintenance Self-Certification Program ("Self-Certification Program") after completing an initial inspection on a form provided by the City's Code Compliance Department.

D. Each owner shall obtain a City Business License and pay the required fee required of Hotels, Motels, and Other Rental Units pursuant to Adelanto Municipal Code Section 5.04.290(A)(30).

8.40.050 Residential Rental Dwelling Unit Inspection Program Initial Phase.

A. During the initial phase of the Residential Rental Dwelling Unit Inspection Program, every residential dwelling unit shall be inspected by City inspectors ("Program Initial Phase"). The City will endeavor to inspect every residential dwelling unit within the first year after this Chapter goes into effect or as soon as possible thereafter. During the Program Initial Phase all other provisions of this Chapter, including but not limited to registration requirements and Program fees will be in effect. The Self-Certification Program will only be available for residential dwelling units that successfully complete an initial inspection.

8.40.060 Residential Rental Dwelling Unit Inspection Program Fees and Penalties.

A. Each annual registration for the residential rental dwelling unit inspection program shall be accompanied by a non-refundable fee in the amount established by Resolution of the City Council. The fee shall be used to defray the costs of the administration and enforcement of this Chapter.

B. If a residential rental dwelling unit is approved in the Self-Certification Program an annual self-certification fee in the amount established by Resolution of the City Council will be required. The fee shall be used to defray the costs of the administration and enforcement of the Program. If a residential rental dwelling unit is not approved in the Self-Certification Program an annual inspection fee for an annual inspection in the amount established by resolution of the City Council will be required. The annual inspection fee includes the cost of the annual inspection and one compliance re-inspection, if necessary. If the owner fails to correct any found violations by the first compliance re-inspection, the owner shall pay a re-inspection fee for the second and subsequent compliance re-inspections in the amount established by Resolution of the City Council. All fees are non-refundable.

C. The annual residential rental dwelling unit program fee shall be levied for the calendar year and each applicant must pay the full fee for the calendar year upon submission of the application for that year's residential rental dwelling unit registration. For residential rental dwelling units which become subject to this Chapter after July 1 of the calendar year, program fees shall be reduced by one-half.

D. The residential rental dwelling unit program fee required by this Chapter is in addition to and not in lieu of any general business license fee or tax that might be required by Chapter 5.04 of this Code.

E. Penalties.

1. Failure to Pay Annual Fee. In addition to any remedies the City may elect to pursue pursuant to the provisions of this Code for failure to pay the annual residential rental dwelling unit program fee when due, the Director shall add a penalty of twenty (20) percent of the permit fee on the first day of the month following the due date and ten (10) percent for each month thereafter while the fee remains unpaid, provided that the amount of the penalty shall not exceed fifty (50) percent of the amount of the fee due.

2. Failure to Register. If an owner fails to register for the residential rental dwelling unit inspection program as required by this Chapter the fee due shall be that amount due and payable from the first date when the person engaged in the residential rental business in the City after the effective date of this Chapter, together with the penalty prescribed in

subsection (E)(1). Additionally, the Director may choose to refuse to establish water service for residential rental dwelling units that fail to register under this Chapter. For residential rental dwelling units that fail to register and already have water service, the Director may choose to terminate water service in accordance with applicable law.

8.40.070 Inspections.

A. In accordance with the requirements of this Section the City shall be authorized to periodically conduct an inspection of residential rental dwelling units to assure compliance with all applicable building, housing and sanitation codes and ordinances. Owners shall provide access to all required areas of a residential rental property for inspection within twenty-one (21) calendar days of an inspection request from the City's Planning and Community Development Department. This time period may be extended upon the approval of the Director or his or her designee. If the residential rental dwelling unit is legally occupied by a tenant or other occupant, the owner shall notify the tenant or occupant and request that the tenant or occupant allow the inspection. The owner shall not be in violation of this Section if the tenant or occupant refuses to allow the inspection.

B. Frequency of Inspections.

1. Initial Inspections and Subsequent Inspections

a. It is the intent of the City that all residential rental dwelling units subject to this Chapter as of the effective date of this Chapter will receive an initial inspection and subsequently an annual inspection, subject to the twenty-one (21) day notice required by subsection A., provided that residential dwelling units who register for the Self-Certification Program after completing the initial inspection will not require annual inspections.

b. Well-maintained properties eligible to participate in the Self-Certification Program will have reduced inspections as outlined in Section 8.40.090 for a period of five (5) years as long as the residential rental dwelling units' condition do not deteriorate during that time to the extent that the property would no longer meet the Self-Certification eligibility standards.

c. Any residential rental dwelling unit which becomes subject to this Chapter after the first year of the program shall receive an inspection within ninety (90) days of the date of registration. After successfully completing this initial inspection, the residential rental dwelling unit shall become eligible for Self-Certification Program.

2. Subsequent Inspections.

a. If during the inspection or any subsequent inspection there are building, housing or sanitation code or ordinance violations, or permit violations, on the property which prevent the City inspector from issuing a rental housing inspection certification one or more re-inspections of the property may be required before a rental housing inspection certification is issued.

C. Code Enforcement. When during an inspection, a building, housing or sanitation code or ordinance violation is noted, as a courtesy prior to undertaking formal code enforcement action, the City inspector shall document the violation, advise the owner or operator of the violation and of the action which must be undertaken and completed in order to remedy the violation and schedule a re-inspection to verify correction of the violation. If upon re-inspection the violation has not been corrected, the City inspector may report the violation for code enforcement pursuant to the provisions of this Code. If upon receipt of the courtesy notice

from the City inspector, the owner or operator advises that he or she will not proceed to correct the violation, the violation shall then be immediately reported for code enforcement.

D. **Rental Housing Inspection Certification.** Upon the successful completion of an inspection, subsequent inspection or re-inspection of the residential rental dwelling unit establishing that the property and its occupancy are in compliance with all applicable building, housing and sanitation code or ordinance requirements, the City shall issue to the owner or operator a rental housing inspection certification verifying code/ordinance compliance and specifying a one or, for properties which qualify for the Self-Certification Program, a five year time period during which the certification will remain valid and during which the residential rental dwelling unit shall not be subject to a subsequent inspection. Notwithstanding the foregoing a rental housing inspection certification shall not preclude code enforcement or investigation on the property if during the rental housing inspection certification period a code violation on the property is reported to the City or otherwise observed by the City on the property.

8.40.080 Local Contact Representative.

A. All owners of a residential rental dwelling unit shall designate a local contact representative with full authority to act on behalf of the owner for all purposes under this chapter, including the communication and acceptance of service of all notices from the City, the scheduling of inspections, and point of contact to remedy any violations. The owner of the residential rental dwelling unit may act as the local contact representative.

B. A local contact representative must establish and maintain a residence or business address within one hundred (100) miles of the residential rental dwelling unit. This requirement applies to all owners, including but not limited to individuals, corporations, and financial institutions.

8.40.090 Self-Certification Program.

A. Well-maintained properties with no existing violations of building, housing and sanitation codes or ordinances or no past violations of building, housing and sanitation codes or ordinances within the past three (3) year period and that successfully complete an initial inspection by City inspectors may qualify to participate in the Residential Rental Dwelling Unit Inspection and Maintenance Self-Certification Program ("Self-Certification Program").

B. For qualifying participants, the number of inspections will be limited to twenty (20) percent of the total units on each property or limited to an inspection of one-unit total in residential rental dwelling units consisting of three (3) units, including multiple single family dwellings at separate locations, not more often than once every five (5) years, provided the residential rental dwelling units' conditions do not deteriorate during that time to the extent that the property would no longer meet the property eligibility standards. If violations are found, more or all of the owner's units may be inspected. The owner shall be required to pay an annual non-refundable Self-Certification Fee and conduct an annual self-inspection of each residential rental dwelling unit as discussed below.

C. Upon receipt of the request to participate in the Self-Certification Program, the Director shall determine if the residential rental dwelling units have not had any code violations over the past three (3) years. If the application qualifies the owner or operator, on behalf of the owner, shall pay the Self-Certification Program annual non-refundable fee and the Director shall

schedule the reduced inspections as outlined in B. above for the next five (5) years.

D. In order to maintain eligibility in the Self-Certification Program, the owner or operator, on behalf of the owner, shall conduct an annual self-inspection of all the residential rental dwelling units, including exterior conditions and site conditions, and certify under penalty of perjury that the conditions at the property achieve the minimum standards listed on the Self-Certification Program Checklist. All information on said Self-Certification Checklist shall be submitted under penalty of perjury. Any person who makes a false statement in the Self-Certification Checklist or submits false information in connection with a Self-Certification Checklist shall be guilty of an infraction. The owner shall not be in violation of this section if the tenant or occupant refuses to allow the Self-Certification inspection by the owner. The owner shall provide the City a signed statement from the tenant/occupant that the inspection was refused. If the tenant refuses to sign the statement, the owner shall provide proof, under penalty of perjury, that a request to inspect was served and it was not permitted by the tenant.

E. If the Director determines that a residential rental dwelling unit is not eligible to participate in the Self-Certification Program, then all the residential rental dwelling units on a same property shall be inspected and the owner shall be assessed the full annual inspection fee established by resolution of the City Council.

F. Each owner or operator, on behalf of the owner, shall be required to maintain a copy of the annual signed and dated Self-Certification Program Checklist for each unit for the five (5) year period and provide said list within seventy-two (72) hours upon request of the Director or his/her designee. Failure to maintain complete signed checklists may result in disqualification from the Self-Certification Program for all rental properties of that owner for a period of up to three (3) years. A copy of the annual signed and dated Self-Certification Program Checklist shall be provided to the tenant(s) of each residential rental dwelling unit inspected within five (5) working days upon request of the tenant(s).

G. Nothing in the Self-Certification Program shall be construed or interpreted as limiting the City's authority to investigate and compel the abatement of any building, housing and sanitation codes or ordinance violations.

H. Any property that participates in the Self-Certification Program may be removed from the program for three (3) years, at any time if that property fails to meet all of the interior and exterior standards designated on the Self-Certification Program Checklist or fails to meet building, housing and sanitation codes or ordinances as defined in this Chapter. Each owner or operator, on behalf of the owner, will be given reasonable time by the Director to correct the violations and remain in the Self-Certification Program. This time period could be 30 to 90 days, however for immediate life safety violations the time lines will be less to address the urgency of the situation. Upon removal from the program, the difference between the Self-Certification Program fee and full annual program fee shall be due and payable.

8.40.100 Refusal to Permit Inspection.

A. If an inspection is scheduled and entry is thereafter refused or cannot be obtained, the inspector shall have recourse to every remedy provided by law to secure lawful entry and inspect the premises, including but not limited to securing an inspection warrant pursuant to California Code of Civil Procedure Sections 1822.50 through 1822.57. The inspector shall provide notice that a warrant has been issued to both the owner/operator and the tenant or occupant at least twenty-four (24) hours before the warrant is executed, unless the judge finds that immediate execution is reasonably necessary under the circumstances shown.

B. Notwithstanding the foregoing, if the inspector has reasonable cause to believe that the residential rental dwelling unit is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the public health or safety, the inspector shall have the right to immediately enter and inspect the premises and may use any reasonable means required to effect the entry and make an inspection.

8.40.110 Retaliatory Eviction.

It shall be unlawful for a landlord to recover possession of a residential rental dwelling unit in retaliation against a tenant for exercising his or her right to file a complaint with the City advising that a building, housing or sanitation code or ordinance violation or permit violation may exist on the property.

8.40.120 Change of Ownership.

When ownership of a residential rental dwelling unit changes, either the prior owner shall notify the Director of this event prior to the consummation of the sale or recordation of an instrument of conveyance with the San Bernardino County Recorder's office or the new owner within sixty (60) days after consummation of the sale or recordation of an instrument of conveyance with the San Bernardino County Recorder's office. If the Director is not so notified, the existing rental housing inspection certification for the residential rental dwelling unit shall automatically terminate and be null and void. The new owner will not have to pay the program fees until the following calendar year provided all fees were paid by for the residential rental dwelling unit.

8.40.130 Regulations Nonexclusive.

The provisions of this Chapter regulating residential rental dwelling unit are not intended to be exclusive and compliance with this Chapter shall not excuse noncompliance with any other applicable provision, requirement, or regulation of this Code or any applicable state and federal law. Nothing in this Chapter shall limit or preclude inspection conducted by the Fire Department inspectors for compliance with Fire Codes.

8.40.140 Appeals.

A. Any appeal of a decision by a City inspector or other City official that a residential rental dwelling unit is in violation of a building, housing or sanitation codes or ordinances is appealable pursuant to the procedures set forth in this subsection. The appeal must be in writing and filed within ten (10) calendar days from the date of the decision with the appeal fee established by resolution of the City Council. The appeal shall specifically identify the decision which is the subject of that appeal and the reasons why, in the appellant's opinion, the decision is clearly erroneous. Failure of the Director to receive a timely notice of appeal constitutes a waiver of the right to contest any such decision. In this event, the decision is final and binding. Appeals under this subsection shall be heard as follows:

1. The City shall set the date and time for the administrative hearing not less than seven (7) calendar days and not more than ninety (90) calendar days from the date the notice of appeal is filed and in the event a fine is being appealed, the fine is deposited with the

City, provided, however, that no hearing to contest an administrative fine shall be held unless the full penalty amount has been deposited in advance. The administrative hearing will be conducted by the City Manager or his/her designee. If the responsible party fails to attend the scheduled hearing, the hearing will proceed without the responsible party; and he or she will be deemed to have waived his or her right to an administrative hearing.

2. Upon the conclusion of the hearing, the Hearing Officer shall, on the basis of the evidence presented at the hearing, determine whether the decision should be upheld, or whether the decision was clearly erroneous and therefore should be modified or reversed. The determination of the Hearing Officer shall be final.

3. A copy of the Hearing Officer's decision shall be served upon the owner or operator of the residential rental dwelling unit by United States mail or by personal delivery within ten (10) days.

8.40.150 Conflicts.

If the provisions, requirements, or regulations of this Chapter conflict with or contravene any other provision, requirement, or regulation of this Code, the provisions, requirements, or regulations of this Chapter shall prevail as to all matters and questions arising out of the subject matter of this Chapter.



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY
| ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Penny Rose, Accounting Supervisor

SUBJECT: PROFIT DISTRIBUTION - WOUNDED WARRIOR RODEO 2015

STAFF RECOMMENDATION:

That City Council recommend possible distribution of profits from the Adelanto Community Benefit Corporation's, 1st Annual Wounded Warrior Rodeo 2015 according to suggestions on Exhibit A.

BACKGROUND:

City Council approved hosting a National Police Rodeo August 26, 2015, and an Income Statement for that event was presented and filed January 13, 2016, with Net Income for that event to the Adelanto Community Benefit Corporation was \$3,520.97.

FISCAL IMPACT:

1. Adelanto Community Benefit Corporation excess revenues over expenditures to be reduced by the amounts directed by Council.

ATTACHMENTS:

1. Exhibit A

EXHIBIT A

Possible Adelanto Community Benefit Corporation expenditures of excess revenues over expenditures resulting from 1st Annual Wounded Warrior Rodeo 2015:

- | | |
|---|------------|
| 1. Issue check to Wounded Warrior Charity | \$2,500.00 |
| 2. Issue check to Other Veteran Charity (In light of recent disclosures Regarding % of Wounded Warrior Charity donations that actually Get distributed to the veterans. | \$2,500.00 |
| 3. Retain profits from this year's rodeo to add to next year's profits | |
| 4. Other as directed by Council | |



Department of Public Works Engineering

DATE: February 10, 2016

TO: Honorable Chairman and Public Utility Authority Members

FROM: Cynthia M. Herrera, MMC, Interim Executive Director/ City Clerk

BY: Nathan Coapstick, Public Works Project Coordinator

SUBJECT: BID RESULTS FOR BELLFLOWER STREET WIDENING PROJECT

RECOMMENDATION:

Approve the Bid results for the Bellflower Street Widening Project and award the contract to Vance Corporation for the construction of the Bellflower Street widening improvements.

SUMMARY:

Attached are the bid results and Vance Corporations bid package for review and approval of the Bid. David Evans & Associates (Formerly Hall & Forman) is the current design engineering of the project under a contract entered into back on 1/27/2015. The design work and collaboration with Caltrans has been completed, and the permit is ready to be issued. Staff has advertised the project and the project and has received 2 qualifying bids. Vance Corporation came in as the low bidder at \$649,677.18.

BIDS:

Received

1. Vance Corporation
2. Dreambuilder Construction Corp

BUDGET:

The City has previously allocated in its 5 year Local Measure I Capital Improvement Plan \$250,000 of measure I funds to assist in the performance of the installation of the improvements. The remaining Balance of the hard costs (\$399,677.18) and any additional soft costs for design engineering & Construction engineering services is expected to potentially run around \$100,000. The balance of the remaining costs will be funded through the collected Traffic Impact Fees. Total projected estimated cost of \$749,677.18

ATTACHMENTS:

1. Bid Opening Tabulation Chart
2. Vance Corporations Bid Schedule

**City of Adelanto
Bid Register**

Name of Project: Bell Flower Street, Road Widening Project

Bid Opening Date: 1/26/2016 Time: 2:00 p.m.

Bid No.	Company	Rec'd	Rec'd By	Comments	Amount
1	Dreambuilder	1:45pm	Brenda Lopez	Complete.	\$756,061.00
2	Vance Corp.	1:55pm	Brenda Lopez	Complete	\$649,677.18
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Number of Bids Filed By Opening Time: 2:03 pm Bids Received By: Brenda Lopez Title: Deputy City Clerk.

Brenda Lopez
Nathan Coopsticke P.W. Project coordinator
Nathan Coopsticke

PROPOSAL

PROPOSAL TO: City of Adelanto

The undersigned bidder hereby proposes to furnish all materials necessary to perform all work required under the bidding schedule(s) of the Owner's specifications entitled "Contract Documents and Specifications for the Construction of Bellflower Street Widening Project" in accordance with the intent of the said specifications, drawings, and all addenda issued by said Owner prior to opening of the proposals.

Said bidder agrees that, within 14 calendar days after receipt of the contract from said Owner, he will execute said contract in the required form, of which the notice inviting bids, instructions to bidders, proposal, information required by bidder, specifications, drawings, and all addenda issued by said Owner prior to the opening of the proposals, are a part, and will secure the required insurance and bonds and furnish the required insurance certifications; and that upon failure to do so within said time, then the proposal guarantee furnished by said bidder shall be forfeited to said Owner as liquidated damages for such failure; provided, that is said bidder shall execute the contract, secure the required insurance and bonds, and furnish the required insurance certificates within said time, his check, if furnished, shall be returned to him within 14 days thereafter, and the bid bond, if furnished, shall become void.

Said bidder further agrees to complete all work required under the contract within the time stipulated in said specifications, and to accept in full payment therefore the price(s) named in the above-mentioned bidding schedule(s).

Said bidder further agrees that he will not withdraw his bid for a period of 30 calendar days after the time set for the opening thereof.

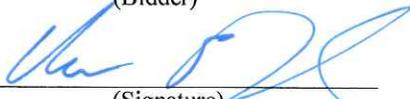
The quantities (except for lump sum items) shown on the plans and given in the notice inviting bids, and Proposal form (Bid Schedule) are approximate only, being given as a basis for comparison of bids, and the Owner does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary. The Owner reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the Owner.

In submitting this Proposal, the undersigned declares that he/she has read the Notice Inviting Bids, the Instructions to Bidders, the unexecuted Agreement (Contract), and all other documents incorporated by reference and that he or she has inspected the work site.

In submitting this Proposal, the undersigned declares that he/she has reviewed Section 6.04 of the General Conditions concerning insurance and that the Contractor is responsible for the safety of its employees and subcontractors.

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the Proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professional Code), arising from the purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Contractor.

Dated: 01/18/16

Vance Corporation
(Bidder)
By: 
(Signature)
Verner E. Thomas
President
(Title)

**See Instructions to Bidders regarding
Signing of proposals**

BIDDING SCHEDULE

Schedule of prices for furnishing all materials, labor, tools, equipment, apparatus, facilities, transportation, and incidentals necessary to construct the proposed improvements. The project as bid will consist of demolition, including Saw Cutting & Cold Planing, relocation and protecting in place of existing facilities as necessary for the completion of the project. The project includes the construction of 8" curb & gutter, .70' HMA Type A over 1.2' AB Class 2 road pavement and a .25' AC Overlay and installation of traffic controls, striping, and all associated incidentals.

Note: BIDS shall include sales tax, all other applicable taxes and fees. The Owner reserves the right to adjust the quantity under each unit price bid items following bid award.

Item No.	Description	Qty	Unit	Unit Price	Amount
1	Contractor Mobilization/ Demobilization costs, bonds, and Insurance	1	Lump	62,500.00	62,500.00
2	Saw Cut and Remove Existing Asphalt 1' Width	1,449	SF	2.00	2,898.00
3	Cold Plane AC Pavement 0.20' Minimum	32,210	SF	0.40	12,884.00
4	Relocate Existing Street Signs	2	EA	108.00	216.00
5	Remove Existing AC Berm	165	LF	5.40	891.00
6	Remove Existing Bollards	7	EA	84.00	588.00
7	Adjust Electrical Vault to Grade	1	EA	8,100.00	8,100.00
8	Furnish and Construct 8" Curb and Gutter per City Std. 115	1,139	LF	24.00	27,336.00
9	Furnish and Construct 0.70' HMA Type A over 1.2' AB Class 2 (Minimum structural section per soils report)	27,906	SF	9.78	272,920.68
10	Furnish and Construct variable thickness A.C. CAP (.25' Minimum thickness)	32,210	SF	1.85	59,588.50
11	Furnish and Construct curb return and curb ramp per Caltrans "Revised" Std. A88A, Detail "A", Case "A"	1	Lump	13,300.00	13,300.00
12	Furnish and Construct 6" curb and Gutter per Caltrans Detail "A87A". Type "A2-6"	125	LF	26.00	3,250.00
13	Furnish and Construct 6" to 8" curb and gutter transition per City of Adelanto Standard No 115	35	LF	22.00	770.00
14	Furnish and Construct Street Signage and Striping	1	Lump	16,800.00	16,800.00
15	Furnish, Construct, Maintain and Remove Temporary Traffic Control Devices per plan	1	Lump	91,825.00	91,825.00
16	Furnish, Construct, Maintain and Remove Temporary Erosion and Dust Controls.	1	Lump	14,200.00	14,200.00
17	Perform Relocation/ Modification to traffic signal	1	Lump	61,610.00	61,610.00

TOTAL BID PRICE FOR ITEMS 1 THROUGH 17

\$ 649,677.18
(Figure)

Six HUNDRED Forty NINE THOUSAND Six HUNDRED SEVENTY SEVEN Dollars & EIGHTEEN CENTS
Words

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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
County of San Bernardino } ss.

On January 25th, 2016, before me, Rachel E. Payne, Notary Public
personally appeared Verner E. Thomas

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Rachel E. Payne

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of document: Bid Bond

Document Date: January 6th, 2016 Number of Pages: 1

Signer(s) Other Than Named Above: Rhonda C. Abel, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Verner E. Thomas

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): President
- Partner Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

- Individual
- Corporate Officer
Title(s): Secretary
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is Representing:
Vance Corporation

Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)
County of Orange)

On JAN 06 2016 before me, Lekim H. Luu, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Rhonda C. Abel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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.



Signature *R*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James A. SCHALLER, Mike PARIZINO, Rachele RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA and Heather SALTARELLI, all of Newport Beach, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of August, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes
Eric D. Barnes
Secretary
Eric D. Barnes

Thomas O. McClellan
Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 19th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski
Maria D. Adamski



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

NONCOLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

KNOW ALL MEN BY THESE PRESENTS,

That Verner E. Thomas, being first duly sworn, deposes and says that
he or she is President, of Vance Corporation
(Title) (Bidder's Name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SIGNED AND SEALED, this 25th day of January, 20 16.

By: 
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF BIDDER)

JURAT

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

County of San Bernardino

Suscribed and sworn to (or affirmed) before me on

this 25th day of January, 2016

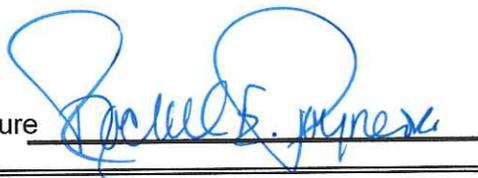
by Verner E. Thomas

proved to me on the basis of satisfactory evidence to be the person who appeared before me.



(seal)

Signature



CONTRACTOR'S LICENSE AFFIDAVIT

(Business and Professions Code Section 7028.15)

The undersigned declares that he or she is President of
Vance Corporation (party making foregoing bid)
(here-in-after the "Bidder")

1. Bidder's Contractor's License Number and Classification is as follows:

414567 Classification A C31

2. The expiration date of Bidder's Contractor's License is

November 30th, 20 16

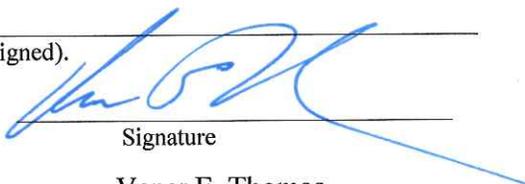
3. Bidder acknowledges Section 7028.15(e) of the Business and Professions Code.

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid proposal are true and correct.

Executed on January 25th, 20 16, at

Rialto, CA

(insert City and State where Declaration signed).



Signature

Vener E. Thomas

Printed Name

President

Title

Vance Corporation

Name of Bidder
2271 North Locust Avenue

Rialto, CA 92377

Address

(NOTE: If bidder is a corporation, proposal must be signed by an authorized officer of the corporation and corporate seal affixed. Proposal must be accompanied by a document evidencing such officer is authorized to sign).

INFORMATION REQUIRED OF BIDDER

The bidder shall furnish the following information. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets shall be attached as required.

- (1) Contractor's name and address:

Vance Corporation

2271 North Locust Avenue

Rialto, CA 92377

- (2) Contractor's telephone number: (909) 355-4333

- (3) Number of years as a contractor in construction work of this type: 34

- (4) Names and title of all officers of contractor's firm:

Verner E. Thomas, President

Darrel Lohman, Vice President / Secretary

- (5) Name of person who inspected site of proposed work for your firm:

Name: Tom Sternfeld Date of Inspection: 1/13/16

- (6) Name, address, and telephone number of surety company and agent who will provide the

Required bonds on this contract: Fidelity and Deposit Company of Maryland

Agent: Alliant Insurance Services, Inc.

1301 Dove Street, Ste 200, Newport Beach, CA 92660

- (7) Name comparable projects and dates completed by bidder within the past five years, including names, addresses, and telephone numbers of persons in charge of the projects and of public agency or firm for which the project was constructed.

City of Moreno Valley - 14177 Frederick Street, Moreno Valley, CA 92552

Project: Cactus Avenue Widening; I-215 to Veterans Way

Contact: Guy Pegan, P. E. (951) 314-3115

City of Riverside - 3900 Main Street, Riverside, CA 92522

Project : 2013/2014 Arterial Street Maintenance - Magnolia Street to Market Street

Contact: Steven Howard (951) 826-5708

County of San Bernardino
Department of Public Works - 825 East Third Street, San Bernardino, CA 92415

Project: Ranchero Road

Contact: Johnny Gayman (909) 387-7924

See attachment A for additional project list.

LIST OF SUBCONTRACTORS

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act set forth in the Public Contract Code Section 4100 et seq., the bidder shall list below the name and the location of the place of business of each subcontractor who will perform work under this contract in excess of one-half of one percent of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of the Owner. If the bidder fails to specify a subcontractor, or if the bidder specifies more than one subcontractor for the same portion of the work, then the bidder agrees that he or she is fully qualified to perform that portion him or herself and the bidder will be required to perform that portion himself/herself.

Work to be Performed	Subcontractor's Name and Address & License Number
1. ELECTRICAL WORK	MSL ELECTRIC INC. 4938 E LA PALM AVENUE ANAHEIM, CA. 92807 LIC# 822450 C-1
2.	
3. MINOR PCC	EBS GENERAL ENGINEERING INC. 1320 EAST 6 TH ST. STE 100 CORONA, CA. 92879 LIC# 720016A
4.	
5. STRIPING & MARKING	CAL-STRIPE, INC. 2010 EAST STEEL ROAD COLTON, CA. 92324 LIC# 685387
6.	

City of Riverside - 3900 Main Street, Riverside, CA 92522

Project : 2013/2014 Arterial Street Maintenance - Magnolia Street to Market Street

Contact: Steven Howard (951) 826-5708

County of San Bernardino
Department of Public Works - 825 East Third Street, San Bernardino, CA 92415

Project: Rancho Road

Contact: Johnny Gayman (909) 387-7924

See attachment A for additional project list.

LIST OF SUBCONTRACTORS

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act set forth in the Public Contract Code Section 4100 *et seq.*, the bidder shall list below the name and the location of the place of business of each subcontractor who will perform work under this contract in excess of one-half of one percent of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of the Owner. If the bidder fails to specify a subcontractor, or if the bidder specifies more than one subcontractor for the same portion of the work, then the bidder agrees that he or she is fully qualified to perform that portion himself or herself and the bidder will be required to perform that portion himself/herself.

Work to be Performed	Subcontractor's Name and Address & License Number
1.	
2.	
3.	
4.	
5.	
6.	

Attachment A

City of Rialto Street Improvements (Baseline Rd, Locust Ave & Miro Way)

Owner: Locust and Linden Fun IX, LLC, a Delaware Limited Liability

Construction Manager: Panattoni Construction, Inc.

Address: 20411 S. Birch Street, Ste 200, Newport Beach, CA, 92660

Contact Name: Elan Walshe

Phone: (949) 387-4940

South Campus Parking Structure -Pomona College West

Contract No.: 12375-46

Year: 2012-15

Owner: Pomona College

Address: 101 N. College Way, Claremont, CA, 91711

Contact: Amanda Pegan

Phone: (949)863-0800

Caughling Road; Contract No.: HB0003

Year: 2012-11

Owner: San Bernardino County, Dept of Public Works

Address: 825 E. 3rd Street, San Bernardino CA 92415-0835

Contact: Nidham Al-Rayes, P.E.

Phone: (909) 387-1831

Street Construction Section II

Owner: City of Barstow

Address: 220 E. Mountain View Street, Ste A

Barstow, CA 92311

Contact Name: James B. Merrell, Contractor Manager.

Riverside Drive, HB0045

Owner: San Bernardino County, Dept of Public Works

Address: 825 E. 3rd Street, San Bernardino CA 92415-0835

Contact: Nidham Al-Rayes, P.E.

Phone: (909) 387-1831

Phelan Road; Contract No.: HB0050

Owner: County of San Bernardino, Dept of Public Works

Address: 825 E. 3rd Street, San Bernardino CA 924715

Contact: Sundaramoorthy Srirajan, P.E.

Phone: (909) 387-7935

Attachment A

Historic Downtown Riverwalk; Contract No.: 4329

Owner: City of Lake Elsinore

Address: 130 South Main Street, Lake Elsinore CA 92530

Contact: Peter Ramey

Phone: (951)674-3124 ext. 246

2010 Reconstruct Roadway Project

Owner: City of Victorville, Engineering Department

Address: 14343 Civic Drive, Victorville, California 92392

Contact: John A. McGlade, P.E.

Phone: (760) 955-5157

Essential Road Improvements- Phase II, Contract No.: HPLUL 5384(008)

Owner: City of Desert Hot Springs, Engineering Division

Address: 69-950 Pierson Blvd, Desert Hot Springs, CA 92240

Contact: Hal Goldenberg

Phone: (760)329-6411 Ext.235

Avenue "I" Resurfacing, Contract No.: 09-026

Owner: City of Lancaster, Dept of Public Works

Address: 615 West Avenue H, Lancaster CA 93534

Contact: Jon Cantrell

Phone: (661)945-6862



City of Adelanto

REQUEST FOR PROPOSALS

The Construction of Bellflower Street Widening Project Bid Addendum No. 1 – January 19, 2016

To all prospective bidders under specifications for Request for Proposals, the Construction of Bellflower Street Widening Project.

- I. The following change shall be acknowledged in Part I – Bidding Requirements and Contract Forms:

The Bid Opening has been extended to Tuesday, January 26, at 2:00 pm.

- II. The following answers to questions received at the Pre-Bid Meeting shall be acknowledged:

Question 1: Who will be paying the Caltrans Permit fees for the Double Permit that will be required to be pulled by the Contractor?

Answer 1: The Contractor will be required to pay for the Caltrans Double Permit fee at its expense.

Question 2: There is a bid item for Erosion Control, but did not see an Erosion Control Plan as a part of the plans.

Answer 2: Enclosed in this Bid Addendum is the Erosion Control Plan and WPCP report. The work on the plan and WPCP is to be included in Bid Item No. 16.

Question 3: Is there a Soils Report available?

Answer 3: A soils report was not prepared for this project. The Contractor is to provide an R-Vaule Report for the sub-grade prior to the asphalt paving, and provide Compaction Testing of the sub-grade. The work is to be included in Bid Item No. 9.

Question 4: Who is providing the Construction Staking?

Answer 4: The Contractor shall provide the necessary Construction Staking for the project. The work shall be inclusive of the bid items.

Question 5: The Plans present the Asphalt Paving to be Type A but the Specifications present Type B.

Answer 5: The Asphalt Paving will be Type A as presented on the plans and Bid Schedule.

Question 6: Will the Prime Coat be applied for the entire paving area.

Answer 6: Yes, the Prime Coat will be applied for the entire paving area (both Caltrans and City streets). The work is to be included in Bid Item No. 9.

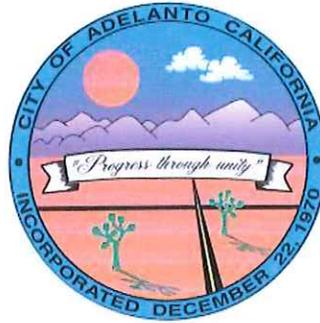
Question 7: The plans and Bid Schedule indicates a 0.20' cold plane (Bid Item No. 3) with a 0.25' cap (Bid Item No. 10).

Answer 7: Bid Item No. 3 shall be revised to "Cold Plane AC Pavement 0.25' Minimum".

Question 8: Where is the excess earthwork material from the roadway excavation to be placed?

Answer 8: The Contractor shall provide the Stockpile location for the roadway excavation as approved by the Engineer. The payment for this shall be included in Bid Item No. 9.

END OF BID ADENDENDUM NUMBER 1



City of Adelanto

REQUEST FOR PROPOSALS

The Construction of Bellflower Street Widening Project Bid Addendum No. 2 – January 25, 2016

To all prospective bidders under specifications for Request for Proposals, the Construction of Bellflower Street Widening Project.

II. The following answers to questions received after Pre-Bid Meeting shall be acknowledged:

Question 1: How should the Contractor estimate costs for the Caltrans Permit fees for the Double Permit that will be required to be pulled by the Contractor?

Answer 1: The Contractor should estimate \$1,000.00 for the permit fees. The City will reimburse the contractor for the actual cost of the permit.

END OF BID ADENDENDUM NUMBER 2



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY
| ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim Executive Director/ City Clerk

BY: Nathan Coapstick, Public Work Coordinator

SUBJECT: RATIFY THE CONTRACT FOR DESIGN ENGINEERING FOR 'THE BELLFLOWER WIDENING PROJECT' WITH DAVID EVANS AND ASSOCIATES AND ALLOCATE ADDITIONAL FUNDING

STAFF RECOMMENDATION:

Staff recommends ratification of the contract for design engineering for 'The Bellflower Widening Project' with David Evans and Associates and allocates additional funding.

BACKGROUND:

On January 29th 2015 the City manager entered into a professional services contract for design engineering of the Bellflower Widening Project. The original contract was for an estimated \$28,000 for the drafting and design of the plans and project management services for acquiring a permit through Caltrans. Due to some unavoidable complications in the processing of the plans through Caltrans for permitting, the existing contract estimates were insufficient to cover the total costs. The new projected contract costs are estimated to be approximately \$60,500. Since this contract now exceeds the \$30,000 cap for professional service contracts, the contract must be ratified by council and the allocation of the additional funding to cover the contract must be approved by council.

FISCAL IMPACT:

This project is being funded through existing transportation related funding including Local Measure I fund and traffic impact fees. The Increases is an additional allocation is \$ 32,500 above the original contract of \$28,000 for a total allocation of \$60,500.

ATTACHMENTS:

1. Existing contract with Hall & Formal (David Evans and Associates)
2. Invoice for fees for contract costs incurred in 10/2015
3. Invoice for fees for contract costs incurred in 11/2015



January 27, 2015

VV.120124.2000

Mr. Thomas Thornton
City Engineer
City of Adelanto
11600 Air Expressway
Adelanto, CA 92301

Re: **Engineering Services - Bellflower Street Improvements
Consulting Agreement**

Dear Mr. Thornton:

We are pleased to respond to your Request for Proposal to provide engineering services on your project.

In that regard, please find enclosed our updated **Standard Form of Agreement** for your review. We trust you will find the **Scope of Services** comprehensive and related **Fee** acceptable.

Upon your favorable consideration, please sign the signature page and initial all pages of this agreement and return it for final execution. Please keep a copy for your files. Should you need an "original," please contact me so we can return a fully executed version for your files.

Should you have any questions, please do not hesitate to call the undersigned at 760-524-9115.

Sincerely,

Hall & Foreman,
a division of David Evans & Associates, Inc.

A handwritten signature in black ink, appearing to be "R. Kilpatrick", written over a light blue horizontal line.

Robert A. Kilpatrick, PE/TE
Vice President
Victorville Office

Enclosure

Justin
17782 17th Street, Suite 200
Tustin, CA 92780-1947
Tel 714.665.4500 • Fax 714.665.4501

Los Angeles
145 S. Spring Street, Suite 120
Los Angeles, CA 90012
Tel 213.785.7887

Santa Clarita
25152 Springfield Court, Suite 350
Santa Clarita, CA 91355-1096
Tel 661.284.7400 • Fax 661.284.7401

Temecula
41951 Remington Avenue, Suite 130
Temecula, CA 92590-2553
Tel 951.294.9300 • 951.294.9301

Victorville
14297 Cajon Avenue, Suite 101
Victorville, CA 92392-2335
Tel 760.524.9100 • 760.524.9101

STANDARD FORM OF AGREEMENT VV.120124.2000
**BETWEEN CLIENT AND HALL & FOREMAN, A DIVISION OF DAVID EVANS
AND ASSOCIATES, INC.**

AGREEMENT entered into at Victorville, California made this the 27th day of January, 2015 by and between Hall & Foreman, a division of David Evans and Associates, Inc., located at **INSERT CORRECT H&F ADDRESS, INSERT H&F PHONE**, hereinafter referred to as Consultant; and City of Adelanto, 11600 Air Expressway, Adelanto, CA 92301, hereinafter referred to as Client.

Client and Consultant agree as follows:

Client intends to widen Bellflower Street north of Palmdale Road, in the City of Adelanto, hereinafter referred to as Project.

- Reference is made to Exhibit "A", Standard Provisions of Agreement Between Client and Hall & Foreman, a division of David Evans and Associates, Inc., made a part hereof.
- Consultant agrees to perform the tasks outlined in Exhibit "B", Scope of Services.
- Reference is made to Exhibit "C", Data and Assumptions, made a part hereof.
- Client agrees to compensate Consultant for such services as set forth in Exhibit "D", Fee and Payment Schedule.
- Reference is made to Exhibit "E", Schedule of Hourly Billing Rates, made a part hereof.
- Reference is made to Exhibit "F", CADD Products, made a part hereof.
- Reference is made to Exhibit "G", Insurance, made a part hereof.
- This Agreement is voidable at the option of Consultant if not executed and returned to Consultant within thirty (30) days of the date prepared.

IN WITNESS HEREOF, the parties hereby execute this Agreement upon the terms and conditions contained herein and on the date and year herein indicated:

Hall & Foreman,
a Division of David Evans and Associates, Inc.

City of Adelanto

By: [Signature]
Name: Robert A. Kilpatrick, PE/TE
Title: Vice President
Date: 2/5/15

By: [Signature]
Name: D. James Hart Ph.D.
Title: City Manager
Date: 1/29/15
Federal Tax I.D. # 95-2673996

RECEIVED MAR 17 2015

EXHIBIT "A"
STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND HALL & FOREMAN, A DIVISION OF DAVID EVANS
AND ASSOCIATES, INC.

Client and Consultant agree the following provisions are part of their Agreement:

- 1. Consultant Responsibilities:** Consultant shall perform its services in accordance with generally accepted standards of professional practice in Southern California in effect at the time of performance. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, surveys, or professional advice. Consultant's services will be performed for the benefit of Client and not for any third-party beneficiary. Consultant is an independent contractor and not a fiduciary or an employee of Client.
- 2. Indemnification:** Each party shall hold harmless and indemnify the other party from and against liability arising from the indemnifying party's negligent acts, errors, or omissions. If other parties are liable in addition to the indemnifying party, the indemnifying party shall pay only an amount proportional to its degree of culpability. The parties expressly exclude the obligation to defend from this provision.
- 3. Documents:** All of Consultant's plans, specifications, surveys, and other documents prepared under this Agreement are instruments of service. Consultant grants ownership to Client of its plans, specifications, surveys, and other documents prepared under this Agreement, provided Client has paid Consultant all amounts to which the Consultant is entitled. Consultant shall not be liable for the use of its plans, specifications, surveys, and other documents on a project other than that for which they were prepared.
- 4. Exclusions from Service:** Consultant is not responsible for the detection, presence, handling, removal, abatement, or disposal of asbestos or hazardous or toxic substances, products or materials. The Consultant is not responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, since these are solely the construction contractor's rights and responsibilities. If Consultant is requested to review anything from a construction contractor or supplier, the review is for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents, and not for the purpose of determining accuracy or completeness or safety precautions, all of which remain the construction contractor's responsibility. Consultant does not perform geotechnical services and is not responsible for soils or geological conditions.
- 5. Cost Estimates:** Since the Consultant has no control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions, the Consultant cannot and does not warrant or represent that bids will not vary from any estimates of construction cost.
- 6. Delays:** Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or promptly approve or disapprove of Consultant's services or instruments of service, or faulty performance or delay by Client, contractors, or government agencies.

EXHIBIT "A"
STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND HALL & FOREMAN, A DIVISION OF DAVID EVANS
AND ASSOCIATES, INC.

7. Suspension of Services: Client may suspend the Consultant's performance of services by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of suspension. Consultant may suspend its services if Client fails to pay undisputed amounts of Consultant's invoices within sixty days of receipt of invoice or if Client files or has filed against it a petition under the Bankruptcy Code. The Client and Consultant will re-negotiate the fee if the period of suspension exceeds ninety days.

8. Termination of Services: Client may terminate this Agreement by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of termination. Consultant may terminate this Agreement upon ten days notice of breach by Client, including nonpayment of undisputed fees, provided Client does not cure such breach within ten days of notice of breach. Client shall pay Consultant for all services performed prior to the effective date of termination.

9. Assignment: Neither party may assign this Agreement without the prior written consent of the other, except, however, H&F may assign this agreement to David Evans and Associates, Inc. or another affiliated company.

10. Limitation of Liability: To the maximum extent permitted by law, Client agrees to limit the total liability of Consultant and its principals, officers, and employees to \$50,000 or Consultant's fee, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. Consequential Damages Waiver. Each party waives consequential, indirect, incidental, special and delay damages for claims, disputes or other matters in question arising out of or related to this Agreement.

12. General: This Agreement contains the entire agreement between Client and Consultant relating to Project, and all prior agreements have no force or effect. This Agreement may be modified only by a writing signed by both Client and Consultant. This Agreement shall be binding upon the successors and assigns of Client and Consultant. Client's or Consultant's waiver of any right it has under this Agreement shall not constitute a waiver of any other right. This Agreement shall be governed by and construed in accordance with California law. If any provision of this Agreement is determined invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall be binding on Client and Consultant.

EXHIBIT "B"

SCOPE OF SERVICES

Consultant agrees to perform and furnish the following services:

(Note: The numbers in parenthesis, e.g., (070) refer to Hall & Foreman's internal service codes.)

The engineering work necessary for the preparation and processing of the street improvement plans for the widening of Bellflower Street north of Palmdale Road includes the following tasks;

1. **Project Management and Meetings** – HFI will attend and necessary/requested meetings during this phase of the Project including the preparation time, travel time portal to portal and extended telephone consultation time are all considered part of attending meetings. The Consultant's Time and Material fee assumes a budget of approximately **sixteen (16)** work-hours. If work-hours expended approaches said limit Client shall be notified and mutual agreement shall be reached for additional services.
2. **Design Survey** – HFI will conduct the design surveying necessary for the preparation of the improvement plans for Bellflower Road north of Palmdale Road. Cross-section surveys will be conducted at 50' (fifty foot) intervals, and shall include but not be limited to: top of curb, flow line, edge of gutter, edge of pavement, lane lines, centerline, curb medians, angle points and curb returns. The latitudinal limits of the survey will be within the street right-of-ways, while the latitudinal limits will extend 600' (six hundred feet) on Bellflower Road north of Palmdale Road.

All elevations shall be referenced to the closest found City and County of San Bernardino benchmarks. Flow line elevations along the gutter will be included to determine the limits of removal for curb and gutter.

Design cross sections shall be plotted using a 1:4 vertical and a 1:40 horizontal scale at 50' intervals to depict proposed and existing elevations and cross slopes.

3. **Base Map/Utility Search** – A base map at a scale of 1" = 40' will be prepared to present existing topography, property ownership/land use, and utilities. The base map will be used for the preliminary and final engineering.

HFI will also conduct a utility search of the existing utilities in the project area. The following is a list of the representative utility companies which will be contacted.

- Southern California Edison (SCE) Company
- Southwest Gas Company

EXHIBIT "B"

SCOPE OF SERVICES

- Verizon Telephone
- City of Adelanto (Water and Sewer)
- City of Victorville (Sewer)

4. **Improvement Plans** – Work under this task is the preparation and processing of the engineering plans for the proposed improvements on Bellflower Street including the curb returns at the northeast and northwest corners. The plans will be prepared in accordance with City of Adelanto requirements. The plans will be processed for approval with the submittal 65%, and 95% reviews. This will allow for City input in the design and review of the plans. The improvement plans will include the following;

4.1 - Street Improvement Plans- HFI will prepare and process the street/intersection improvement plans for the project. The plans will be prepared for the widening on Bellflower Road, north of Palmdale Road.

4.2 - Signing and Striping Plans - HFI will prepare and process the striping and signing plans for the project. The plans will be prepared in accordance with City of Adelanto and current CA MUCTD requirements.

4.3 Traffic Control Plans - HFI will prepare and process the traffic control plans for the proposed work on Bellflower Road. Traffic Control Plans will be prepared for the proposed street improvements. The plans will be prepared in accordance with current City requirements.

4.4 Erosion Control Plans - HFI will prepare and process the erosion control plans for the proposed street improvements on Bellflower Street. The plans will be prepared in accordance with City standards and requirements.

5. **Cost Estimates** - HFI will prepare the cost estimates for the proposed street improvements.

EXHIBIT "C"

DATA AND ASSUMPTIONS

Consultant intends to provide engineering and surveying services to facilitate the design and construction of the widening of Bellflower Street north of Palmdale Road located in the City of Adelanto, County of San Bernardino, California. This **Agreement** for engineering and surveying has been prepared based upon normal design construction and surveying procedures, as well as specific discussions between representatives of both parties. The **Scope of Service (Exhibit "B")** specifically states those services to be performed, subject to the following **Data and Assumptions**:

1. This **Agreement** is based upon information for the project, as provided by the Client.

2. This **Agreement** is based on the following project schedule:

The preparation and processing of the improvement plans is estimated to be approximately 6 to 8 months.

The fees quoted herein provide for an allowance for a reasonable number of meetings, conferences, coordination, and project management services based on the completion dates noted. Should the project schedule be extended or delayed, then **Consultant** shall be entitled to an additional fee.

3. **Consultant** will not be responsible for supervision and/or inspection of construction.
4. All requests for surveying services shall be made by **Client's** designated representative, who will provide **Consultant** with a minimum of **twenty-four (24) hours notice**.
5. **Client** will insure that he and/or his contractors will maintain all primary survey control points within the project. **Consultant** shall clearly designate these points and will, upon request, relocate them for the convenience of construction. Replacement of any primary control points destroyed by construction, without prior notification, shall not be a part of this **Agreement** and shall be performed as "Additional Services".
6. **Client** will insure that his contractors will expose any existing utility lines at connection points of new construction to permit **Consultant** to verify as-built, existing elevations and locations prior to commencing construction.
7. **Client** will insure that at the time surveying services are required, the work area will be clear of obstacles which interfere with surveying objectives.

EXHIBIT "C"

DATA AND ASSUMPTIONS

8. **Client** will schedule surveying services to minimize site visits by having a least 4 hours of surveying available per requested visit. Lost time due to the site not being ready for requested survey work will be billed and paid for by the **Client** as "Additional Services".

9. All requests for construction staking not specifically included in the **Scope of Services** or restaking (replacement of original stakes lost during construction) shall be considered as "Additional Services". **Client's** or his authorized representative's signature on a "Confirmation of Work" slip shall be considered as authorization by the **Client** for any additional work.

The following persons have the authorization to sign "Additional Services" in the field:

So as to avoid delays, Hall & Foreman, a division of David Evans and Associates, Inc. will begin work on these "Additional Services" upon **Client's** verbal request. "Confirmation of Work" slips which describe where, when and what work is being requested shall be signed by **Client** or his authorized field representative for such additional work. Signed "Confirmation of Work" slips shall be considered final authorization for "Additional Services".

10. Items specifically excluded from this **Agreement** consist of, but are not necessarily limited to the following:
 - a. Utility lines and fixtures (gas, CATV, electric and telephones).
 - b. Slopes of five feet (5') or less.
 - c. Sidewalks.
 - d. Landscaping (trees, shrubs, swales, area drains).
 - e. Pavement removal (sawcuts).
 - f. Demolition work.
 - g. Perimeter walls.
 - h. Retaining walls.
 - i. Valley gutters.
 - j. Irrigation systems.
 - k. Traffic signals and signs.
 - l. Interior building columns and interior walls.
 - m. Borrow area.
 - n. Landscape improvements.
 - o. Recreation area improvements.
 - p. Trash enclosures

EXHIBIT "C"

DATA AND ASSUMPTIONS

- q. Additional stakes required by plan revisions after the date of this **Agreement**.
 - r. Additional stakes required by the local agency due to policy revisions after the date of this **Agreement**.
 - s. Additional stakes required by structural, architectural, landscaping, grading, utility or other plans not available to Hall & Foreman, a division of David Evans and Associates, Inc. during the preparation of this **Agreement**.
 - t. Removals: Stakes required by Soils Engineer to effect removal and replacement of material and make necessary measurements and calculations to determine quantity of material removed.
 - u. Special pavement areas.
 - v. "Potholing", physically digging to expose objects to be located and measures.
11. This **Agreement** is based on satisfying the requirements of the 2011 ALTA/ACSM minimum standard detail. Therefore, the statement as shown within the 2011 standards will be used:

Other statements or special requirements, as requested by the lender or other parties, shall be considered as "Additional Services", and subject to negotiation.

12. All requests for mapping not specifically addressed in the **Scope of Services and Data and Assumptions** and therefore not a part thereof, shall be considered as "Additional Services", and subject to negotiation.

The following mapping items specifically excluded from this **Agreement** consist of, but are not necessarily limited to, the following:

- a. Preparation of easement or grant deeds.
- b. ALTA/NSPS land title survey maps.
- c. Lot Line Adjustments (after map recordation).
- d. Preparation of on-site easement plats and legal descriptions.
- e. Preparation of off-site easement plats and legal descriptions.
- f. Legal descriptions and plats required for annexation, zone changes or zoning maps.
- g. Legal descriptions and plats required for formation of or annexation to maintenance, assessment or other special districts, (landscape, water, sewer, etc.).
- h. Final map revisions dictated by tentative map changes and/or a revised tentative map.
- i. Condominium plans.
- j. "Covenants, Conditions and Restrictions" documents.

EXHIBIT "C"

DATA AND ASSUMPTIONS

13. The **Scope of Services** does not include landscape or irrigation design. It is assumed that plans and details of any enhanced paving, walkways, plaza, fountains, steps, stairways, landscape walls, subdrain systems, recreation area/pool finish surface grading, tree wells or other site amenities, if required, will be provided by the project Landscape Architect, and therefore, are not included in this **Agreement**.

14. The **Scope of Services** does not include the layout or design of the site "dry" utilities, i.e., electrical service, lighting, telephone service, cable TV service and natural gas service.

The **Scope of Services** does include coordination with the project Electrical and Mechanical Engineers to establish utility meter locations and to coordinate underground utility line locations.

15. **Consultant's** work will be based on a fully-dimensioned, approved Site Plan to be furnished by **Client**. Subsequent changes to the Site Plan after **Consultant** begins work shall constitute "Additional Services", and be subject to negotiation.

16. Improvement Plans for sewer, water, storm drain and public streets will be prepared at a scale of 1" = 40' and will include a plans view and profile of the centerline of the improvement. Additionally, Street Improvement Plans will include profiles of the top of curb where the curb and gutter are being constructed from the plans prepared hereunder. Intersection details showing grading contours are not anticipated and are not included. Striping Plans are not included unless specifically stated elsewhere in the **Scope of Services**, and shall constitute "Additional Services", and be subject to negotiation.

17. Any work resulting from changes to current standards, ordinances, and/or governing agency personnel after the date of the **Agreement** which materially impact the design or processing of this project or which results in redesign or material changes in the design shall be performed as "Additional Service", and be subject to negotiation.

18. The fees contained in the **Agreement** do not include title company fees, agency fees, environmental studies, subordination agreements, relocation of franchise utilities, design of on-site franchise utilities, traffic impact studies, traffic signal design, or any processing fees.

19. Parking layout and striping are not a part of the Precise Grading Plan. If required, it shall be considered as "Additional Services", and subject to negotiation.

EXHIBIT "C"

DATA AND ASSUMPTIONS

20. The design and layout of retaining walls is not a part of the Precise Grading Plan. If required, it shall be considered as "Additional Services", and subject to negotiation.
21. The **Scope of Services** does not include the following items, which if required, will be performed as "Additional Services" and subject to negotiation:
 - a. Preparation of Haul Route Plan for import/export of soil.
 - b. Guard house and gated entry plans.
 - c. Excavation Plan, which may or may not be required by the Agency.
 - d. Plans for the drainage system beneath the buildings.
22. Those items of work not specifically addressed in the **Data and Assumptions** and **Scope of Services** shall not be considered a part thereof, and shall be considered as "Additional Services", and shall be subject to negotiation.

EXHIBIT "D"
FEE AND PAYMENT SCHEDULE

The engineering fee for the work as outlined above is **\$28,000.00**, with the following breakdown;

1. Project Management/Meetings	\$3,000.00
2. Design Survey	\$2,000.00
3. Base Map/Utility Search	\$3,000.00
4. Improvement Plans	
4.1 Street Improvement Plans	\$11,000.00 ✓
4.2 Signing and Striping Plans	\$4,000.00 ✓
4.3 Traffic Control Plans	\$2,000.00 ✓
4.4 Erosion Control Plans	\$2,000.00 ✓
5. Cost Estimates	\$1,000.00 ✓
Total	\$28,000.00

Client shall be billed at regular intervals as the work progresses. Invoices shall be considered due and payable upon presentation.

Parties agree that both the fixed fee and the **Schedule of Hourly Billing Rates**, Exhibit "E", as stated herein, are effective from the date of this **Agreement** through December 31, 2015.

It is **Consultant's** policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent thirty (30) days after invoice date. If invoice remains unpaid on the thirty-first (31st) day after invoice date, a late fee in the form of 10 percent interest per annum will begin accruing, and **Consultant** will notify **Client** of its intent to stop work on this project. Ninety (90) days after invoice date **Consultant** will lien the property.

The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee stated herein, and shall be the full responsibility of the **Client**.

EXHIBIT "D"
FEE AND PAYMENT SCHEDULE

MISCELLANEOUS FEES

Client shall pay the cost, plus fifteen percent (15%), for any applicable governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction costs, plotter costs, automobile mileage, and delivery or messenger services incurred on **Client's** behalf. If requested, **Consultant** will provide a computer printout which details these cost. **Consultant** does not typically provide any additional back-up for these expenses as part of said fee.

We would estimate that for a project of this scope, these costs may amount to approximately \$500 to \$1000.

Miscellaneous fees shall be billed monthly, as they are incurred. Invoices shall be considered due and payable upon presentation.

EXHIBIT "E"

SCHEDULE OF HOURLY BILLING RATES

Effective November 1, 2014

OFFICE:

Principal	\$215.00/Hour
Project Management (VP/Sr. Proj. Dir./Proj. Dir./Proj. & Survey Mgr)	\$190.00/Hour
Senior Engr./Proj. Eng./Proj. Surveyor/Sr. Designer/Principal Planner	\$154.00/Hour
GIS Programmer	\$140.00/Hour
Staff Engineer	\$129.00/Hour
Designer/Assist. Proj. Mgr/Planner/Survey Analyst	\$119.00/Hour
Assistant Engineer	\$106.00/Hour
GIS Analyst	\$110.00/Hour
Project Assistant/Expeditor	\$ 90.00/Hour
Administrative	\$ 72.00/Hour

EXPERT WITNESS:

Preparation for Depositions/Court Appearances	\$255.00/Hour
Depositions/Court Appearances	\$450.00/Hour

FIELD SURVEY:

(Prevailing Wage Rates available upon request)

1-Person Survey Crew	\$160.00/Hour
2-Person Survey Crew	\$210.00/Hour
3-Person Survey Crew	\$258.00/Hour
2-Person High Definition Survey Crew	\$250.00/Hour

CONSTRUCTION:

Project Manager	\$190.00/Hour
Resident Engineer	\$148.00/Hour
Inspector	\$123.00/Hour

Note 1: Client shall pay the cost, plus 15%, for any applicable governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, plotting costs, mileage, and delivery or messenger services incurred on Client's behalf. If requested, H&F will provide a computer printout, which details these costs. H&F does not typically provide any additional back up for these generally nominal expenses as part of our fee.

Note 2: In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.

Note 3: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

Note 4: Depositions and Court Appearances shall be billed at the above noted rate, with a four (4) hour minimum.

EXHIBIT "F"

CADD PRODUCTS

Products produced on CADD and provided to the **Client** or Agents of **Client** on electronic media are for support purposes only. Signed and sealed copies of original maps and plans shall be considered the "record" documents.

Any use or reuse of original or altered CADD design materials by **Client**, agents of **Client**, or other parties without the prior review and written approval of **Consultant** shall be at the sole risk of **Client**. Further, **Client** agrees to defend, indemnify, and hold **Consultant** harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials.

Client recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disks, or magnetic tapes and compact disks, may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, **Consultant** shall submit to **Client** any deliverables which have been contractually agreed to on electronic media. **Client** shall have 30 days to inspect such deliverables and notify **Consultant** of any irregularities in the deliverables. **Consultant** will correct any such irregularities detected by **Client** in order to complete the design in accordance with the intent of the **Agreement** and specifications. At the end of said 30-day inspection period, **Consultant** shall submit a final set of sealed documents, and any additional services to be performed by **Consultant** relative to the submitted electronic materials shall be considered Additional Work, and shall be approved by **Client** prior to commencing such effort.

CADD submittals to or on behalf of **Client** will be prepared using AutoCAD/Land Development Desktop formats on a Windows environment, and shall be considered within the **Scope of Services** of the **Agreement**.

Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered Additional Work, and shall be approved by **Client** prior to commencing such effort.

EXHIBIT "G"

INSURANCE

CONSULTANT INSURANCE: Consultant will maintain the following insurance:

- a) **Workers' Compensation Insurance** (to the extent required by applicable state law) with a minimum limit of \$1,000,000 per accident, \$1,000,000 for each employee for bodily injury by disease and \$1,000,000 for each employee for bodily injury by disease. Except when not available by state law, Consultant's Workers' Compensation Related Policies will waive subrogation against Client.
- b) **Commercial Automobile Liability Insurance ("Auto")** including coverage for on-site and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than \$1,000,000 combined single limits per accident. The policy will contain a Severability of Interest clause.
- c) **Commercial General Liability Insurance ("CGL")** on an occurrence basis with limits of not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The policy will contain a Severability of Interest clause.
- d) **Umbrella/Excess Liability Insurance ("Excess")** Umbrella/excess liability policy with limits of not less than \$1,000,000 per occurrence, \$1,000,000 General Aggregate and \$1,000,000 Products/Completed Operations Aggregate. This policy will be in excess of and follow the form of the CGL, Auto and Worker's Compensation Related Policies.
- e) **Professional Liability Insurance ("PLI")** covering professional negligence in the performance of its Services, with the PLI policy providing limits of not less than \$1,000,000 per claim and in the aggregate.

COVERAGE TERMS: Consultant will furnish, within 10 calendar days from the date of this Agreement, insurance certificates evidencing the dates, amount and type of insurance required by this Agreement. A certificate of insurance evidencing the required coverages will be provided to Client prior to Consultant's commencement of work and immediately upon renewal of the policies, for the entire term coverage is required to be maintained by this Agreement. Each policy will be endorsed to provide 30 days' prior written notice to Client of cancellation or nonrenewal. Consultant will include Client and other parties as requested by Client as an additional insured on the CGL and Auto policies. **Additional insured status for any party required to be named as an additional insured will extend to the full limits of liability maintained by Consultant even if those limits are in excess of those required by this Agreement.**

Any Limitation of Liability referencing "available limits" shall mean the limits listed in this Exhibit G and such "available limits" will not exceed the limits listed herein.



**DAVID EVANS
AND ASSOCIATES INC.**

Thomas Thornton
City of Adelanto
11600 Air Expressway
Adelanto, CA 92301
United States of America

Invoice Number 364491
Invoice Date October 14, 2015
PO Number
Page 1 of 2

Work Beginning 08/30/2015 through 09/26/2015
Project ADEL0000-2000: VV.120124.2000 Engineering Svcs-Bellflower Street Imp

Manager: Minh Phan

	Contract Amount	Fee Type	Previously Invoiced	Percent Complete	Due This Invoice
PROFESSIONAL SERVICES					
	0.00	Fixed Fee	-13,467.50	0.00%	0.00
Client/Consultant Meetings	3,000.00	Fixed Fee	3,000.00	100.00%	0.00
Design Survey	2,000.00	Fixed Fee	2,000.00	100.00%	0.00
Base Map/Utility Search	3,000.00	Fixed Fee	3,000.00	100.00%	0.00
Cost Estimates	1,000.00	Fixed Fee	950.00	100.00%	50.00
Improvement Plan Updates	5,000.00	Fixed Fee	4,750.00	100.00%	250.00
Caltrans Coordination/Processing	4,000.00	Fixed Fee	3,200.00	95.00%	600.00
Traffic Signal Plan	9,000.00	Fixed Fee	0.00	90.00%	8,100.00
Add'l Improvement Plan Updates	8,000.00	Fixed Fee	0.00	90.00%	7,200.00
Right-of-way Documents	2,500.00	Fixed Fee	0.00	30.00%	750.00
Add'l Caltrans Permit Processing	4,000.00	Fixed Fee	0.00	50.00%	2,000.00
Street Improvement Plans	19,000.00	Fixed Fee	18,050.00	100.00%	950.00
Reimbursables	0.00	Fixed Fee	13,467.50	0.00%	189.32
SUBTOTAL PROFESSIONAL SERVICES	60,500.00		34,950.00	90.97%	20,089.32

235-2350-511-01

RECEIVED JAN 12 2016



Project ADEL0000-2000: VV.120124.2000 Engineering Svcs-Bellflower Street In
City of Adelanto

Invoice Number 364491
Page 2 of 2

TOTAL DUE THIS INVOICE

\$20,089.32

Your Hall & Foreman invoice has a new look. As part of Hall & Foreman's transition to David Evans and Associates, Inc., we have changed accounting systems. If you have questions about this invoice please contact your project manager. Our merger means you have access to additional offices throughout the western U.S., a larger pool of technical teams and experience, and continued service from your current project team. We thank you for your business.

Aged Receivables as of 10/8/2015				
<u>0 To 30 Days</u>	<u>31 To 60 Days</u>	<u>61 To 90 Days</u>	<u>Over 90 Days</u>	<u>Total Outstanding</u>
\$20,089.32	\$0.00	\$0.00	\$0.00	\$20,089.32

17782 17th Street, Suite 200 Tustin CA 92780-1947 Phone: 714.665.4500 Facsimile: ...

Submit payment to: Dept LA 24340 Pasadena CA 91185-4340



**DAVID EVANS
AND ASSOCIATES INC.**

Thomas Thornton
City of Adelanto
11600 Air Expressway
Adelanto, CA 92301
United States of America

Invoice Number 366157
Invoice Date November 20, 2015
PO Number
Page 1 of 2

Work Beginning 09/27/2015 through 10/31/2015
Project ADEL0000-2000: VV.120124.2000 Engineering Svcs-Bellflower Street Imp

Manager: Minh Phan

	<u>Contract Amount</u>	<u>Fee Type</u>	<u>Previously Invoiced</u>	<u>Percent Complete</u>	<u>Due This Invoice</u>
PROFESSIONAL SERVICES					
	0.00	Fixed Fee	-13,467.50	0.00%	0.00
Client/Consultant Meetings	3,000.00	Fixed Fee	3,000.00	100.00%	0.00
Design Survey	2,000.00	Fixed Fee	2,000.00	100.00%	0.00
Base Map/Utility Search	3,000.00	Fixed Fee	3,000.00	100.00%	0.00
Cost Estimates	1,000.00	Fixed Fee	1,000.00	100.00%	0.00
Improvement Plan Updates	5,000.00	Fixed Fee	5,000.00	100.00%	0.00
Caltrans Coordination/Processing	4,000.00	Fixed Fee	3,800.00	95.00%	0.00
Traffic Signal Plan	9,000.00	Fixed Fee	8,100.00	90.00%	0.00
Add'l Improvement Plan Updates	8,000.00	Fixed Fee	7,200.00	90.00%	0.00
Right-of-way Documents	2,500.00	Fixed Fee	750.00	85.00%	1,375.00
Add'l Caltrans Permit Processing	4,000.00	Fixed Fee	2,000.00	79.16%	1,166.41
Street Improvement Plans	19,000.00	Fixed Fee	19,000.00	105.26%	1,000.00
Reimbursables	0.00	Hourly	13,656.82	0.00%	0.00
SUBTOTAL PROFESSIONAL SERVICES	60,500.00		55,039.32	96.83%	3,541.41

235-2350-511-01
RECEIVED JAN 12 2016



Project ADEL0000-2000: VV.120124.2000 Engineering Svcs-Bellflower Street In Invoice Number 366157
City of Adelanto Page 2 of 2

TOTAL DUE THIS INVOICE

\$3,541.41

Your Hall & Foreman invoice has a new look. As part of Hall & Foreman's transition to David Evans and Associates, Inc., we have changed accounting systems. If you have questions about this invoice please contact your project manager. Our merger means you have access to additional offices throughout the western U.S., a larger pool of technical teams and experience, and continued service from your current project team. We thank you for your business.

Agcd Receivables as of 11/11/2015				
<u>0 To 30 Days</u>	<u>31 To 60 Days</u>	<u>61 To 90 Days</u>	<u>Over 90 Days</u>	<u>Total Outstanding</u>
\$23,630.73	\$0.00	\$0.00	\$0.00	\$23,630.73

17782 17th Street, Suite 200 Tustin CA 92780-1947 Phone: 714.665.4500 Facsimile: ..

Submit payment to: Dept LA 24340 Pasadena CA 91185-4340



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY
| ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim Executive Director/ City Clerk

BY: Nathan Coapstick, Public Work Coordinator

SUBJECT: AMENDMENT NO. 3 TO SUBDIVISION IMPROVEMENT AND REIMBURSEMENT AGREEMENT

STAFF RECOMMENDATION:

Staff recommends approval of Amendment No. 3 to Subdivision Improvement and Reimbursement Agreement.

BACKGROUND:

On June 19, 2008, the City entered into an agreement with Lewis Operating Corp. and Adelanto Towne Center (collectively, "Lewis") regarding the construction of infrastructure improvements surrounding the proposed retail center on the southwest corner of Mojave and Highway 395 (the "Property"). The agreement was amended in 2010 and again in 2012. In essence, the City agreed to allocate some of its transportation funds in the amount of \$3,700,000 to pay for infrastructure improvements on the surrounding roadways. The intent was that the use of such funds would incentivize the development of the Property. It was initially envisioned that the funds would be sufficient to fund improvements along 395, west on Mojave to Pearmain, and south to Star Street.

Due to increased construction costs and recent bids obtained by Lewis, costs for the intended improvements has increased and Lewis is not able to complete all of the initially intended work and required an increase to \$4,159,408 just for improvements along 395 from Victor to Mojave.

The proposed amendment to the agreement includes the following:

1. Modification of the scope of work to the limits of Just Hwy 395 from Mojave to Victor.
2. Increases the amount of allocated funds to cover the total anticipated costs
3. Alters the insurance requirements of the original contract to reflect the change in the scope of the work and its potential liability impacts.
4. Adjusts the contract to reflect a recent modification in the corporate structure of Lewis Corporation and updates the contact information section for both parties.

Lewis expects to commence work promptly upon execution of the new agreement, and construction activities are expected to commence in March 2016.

FISCAL IMPACT:

This project is being funded through existing transportation related funding including both regional Measures I funds and Local Measure I fund. Additionally development traffic impact fees will be used meet the balance of the projects funding needs. This amendment Increases the allocation of funding by \$459,408.

ATTACHMENTS:

1. Proposed Amendment No. 3 To Subdivision Improvement And Reimbursement Agreement.

**AMENDMENT NO. 3 TO SUBDIVISION IMPROVEMENT
AND REIMBURSEMENT AGREEMENT**

This Amendment No. 3 to Subdivision Improvement and Reimbursement Agreement ("Amendment") is entered into as of _____, 2016 ("Effective Date"), by and among CITY OF ADELANTO, a California municipal corporation ("City"), LEWIS OPERATING CORP., a California corporation ("Contractor"), and ADELANTO TOWNE CENTER, LLC, a Delaware limited liability company ("ATC"). The term "Developer" shall mean, collectively, (i) ATC and its successors-in-interest with respect to all or any portion of the Property, and (ii) Contractor. Developer and City are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Developer and City executed that certain Subdivision Improvement and Reimbursement Agreement with an effective date of June 19, 2008, as amended by that certain Amendment No. 1 to Subdivision Improvement and Reimbursement Agreement ("First Amendment") dated April 28, 2010, and as further amended by that certain Amendment No. 2 to Subdivision Improvement and Reimbursement Agreement ("Second Amendment") dated October 25, 2012 (collectively, the "Original Agreement"), pertaining to the completion of certain off-site improvements in connection with the development of real property located in the City of Adelanto, San Bernardino County, California, as more particularly described in the Original Agreement.

B. Developer and City now desire to amend the Original Agreement as hereinafter provided. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Original Agreement.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City hereby agree to amend the Original Agreement as follows:

1. Off-Site Improvements.

(a) Recital D of the First Amendment is hereby deleted in its entirety and replaced with the following:

"D. The City is requiring as a condition of regulatory approval for the Project the improvement of certain portions of the U.S. Highway 395 right of way (the "**Off-Site Improvements**"). Completion of the Off-Site Improvements are conditions of approval for the Project."

(b) Section II.A.1 of the First Amendment is hereby deleted in its entirety and replaced with the following:

1. The "**Off-Site Improvements**" shall include the installation, construction, and, if necessary, repair of all street improvements, utilities, traffic signalization, storm drain improvements, and all other improvements, facilities, and utilities, including, without limitation, those generally depicted in Exhibit "B" and described in more detail in Exhibit "C", both of which exhibits are attached hereto and incorporated herein. Generally, the Off-Site Improvements will start at the intersection of U.S. Highway 395 and Victor Street and run north to Mojave Drive."

2. Insurance.

(a) All references in the Original Agreement that pertain to the General Contractor "maintaining a commercial umbrella liability insurance of not less than \$20,000,000 each occurrence for at least three years following the substantial completion of the work." are hereby deleted and replaced with "maintaining a commercial umbrella liability insurance of not less than \$10,000,000 each occurrence until the substantial completion of the work."

3. Eligible Reimbursable Costs for Off-Site Improvements.

(a) The second sentence of Section IV.A of the First Amendment is hereby deleted in its entirety and replaced with the following:

"The term "**Eligible Reimbursable Costs**" shall mean the entire sum of the Total Costs which does not exceed the sum of Four Million One Hundred Fifty-Nine Thousand Four Hundred Eight and 00/100 Dollars (\$4,159,408.00)."

(b) All references in the Original Agreement to "Three Million Seven Hundred Thousand and 00/100 Dollars (\$3,700,000.00)" are hereby deleted and replaced with "Four Million One Hundred Fifty-Nine Thousand Four Hundred Eight and 00/100 Dollars (\$4,159,408.00)".

4. Establishment of Deposit. Section IV.B of the First Amendment is hereby deleted in its entirety and replaced with the following:

"B. **Establishment of Deposit.** Pursuant to the First Amendment, City has maintained, an interest-bearing money market account (the "**Existing Account**") at US Bank ("**Bank**"). As of the Effective Date, City shall close the Existing Account and establish and maintain a new interest-bearing money market account at Bank ("**Account**"). As of the Effective Date, City shall have a balance of at least Four Million One Hundred Fifty-Nine Thousand Four Hundred Eight and 00/100 Dollars (\$4,159,408.00) in the Account. City covenants and agrees: (1) to maintain the Account until all Eligible Reimbursable Costs due Developer under the terms of this Amendment have been paid in full, (2) to provide Developer with a copy of the monthly statement prepared by the Bank for the Account, (3) to make deposits into the Account in amounts determined by the City's Finance Director, in his or her sole and absolute discretion, from time to time (but no less frequently than monthly) until the balance of funds in the Account is equal to the "**Maximum Deposit**," and (4) once the balance of funds in the Account is equal

to the Maximum Deposit, to maintain the amount of funds in the Account so that it is always at least equal to the Maximum Deposit. The term "**Maximum Deposit**" shall mean the sum of the Four Million One Hundred Fifty-Nine Thousand Four Hundred Eight and 00/100 Dollars (\$4,159,408.00) less only, BUT ONLY, those reimbursement payments that have been made by City directly to Contractor in accordance with the terms of this Amendment, but with no other deduction from that sum. It is understood and agreed that the term "**Maximum Deposit**" shall refer to a diminishing sum as reimbursement payments are made by City directly to Contractor in accordance with the terms of this Amendment. In the event, Bank, for whatever reason, no longer offers interest-bearing money market accounts to customers such as City, City may transfer all funds in the Account to a similar interest-bearing money market account offered by any other financial institution regulated by the Federal Deposit Insurance Corporation or its successor, and, for the purposes of this Amendment, the definitions of "**Account**" and "**Bank**" shall automatically be amended to refer to such other money market account and financial institution."

5. Designated Official. Section IV.D.2(b)(v) of the Second Amendment is hereby deleted in its entirety and replaced with the following:

"The term "**Designated Official**" shall mean the City Engineer for the City or any other employee designated by the City. City acknowledges and agrees that the Designated Official shall have the authority to make disbursements on behalf of the City to Developer from the Account for Eligible Reimbursable Costs without any additional approvals or consents."

6. Prior Disbursement. Notwithstanding anything to the contrary contained herein, Developer and City hereby acknowledge that, as of the Effective Date, City has disbursed an amount equal to \$911,789.00 from the Account for Eligible Reimbursable Costs.

7. Assignment. Contractor, as assignor, and Lewis Management Corp., a Delaware corporation ("LMC"), as assignee, entered into that certain Assignment and Assumption of Construction Agreements dated as of December 31, 2015 (the "Assignment Agreement"). Pursuant to the Assignment Agreement, (i) Contractor assigned and transferred to LMC all of Contractor's rights, title, interests, benefits, duties, obligations, and responsibilities (including, without limitation, its right to obtain fees and other compensation) in and to its position as contractor in the Agreement, among others, and (ii) LMC assumed Contractor's rights, title, interests, benefits, duties, obligations, and responsibilities, such assignment and assumption to become effective on the date following LMC's receipt of its California Contractor's License from the the CSLB ("Contractor's License"). Execution of this Amendment by the City shall constitute the City's written consent to such assignment as required pursuant to Section V.J. of the First Amendment. Under no circumstances will the assignment described herein be effective with respect to the Agreement until LMC has received its Contractor's License and, until such time, Contractor shall continue to comply with and fulfill all of its duties, obligations and responsibilities under the Agreement. Upon LMC's receipt of its Contractor's License, the assignment described herein shall become effective on the following day without further documentation or consent from the City.

8. Notices. The addresses set forth in Section V.L. of the First Amendment are hereby deleted in their entirety and replaced with the following:

If to City: Cindy Herrera
City of Adelanto
11600 Air Expressway
P.O. Box 10
Adelanto, CA 92301
Telephone: (760) 246-2300
Telecopier: (760) 246-8421

With copies to: Julia Sylva
Law Offices of Julia Sylva, A Law Corporation
1100 S. Flower Street, Suite 3300
Los Angeles, CA 90015
Telephone: (562) 988-3225
Telecopier: (213) 652-1966

If to Developer:
(either ATC or
Contractor, or
both) Adelanto Towne Center, LLC
c/o Lewis Management Corp.
1156 North Mountain Avenue
Upland, CA 91786-3633
Attn: John Goodman
Telephone: (909) 985-0971
Telecopier: (909) 949-6700

With copies to: Kenneth P. Corhan, Esq.
Vice President/General Counsel
Lewis Management Corp.
1156 North Mountain Avenue
Upland, CA 91786-3633
Telephone: (909) 946-7580
Telecopier: (909) 949-6725

9. Miscellaneous.

(a) Effect of Amendment. The term "**Agreement**" when used in this Amendment or the Original Agreement shall mean the Original Agreement as amended, modified, and supplemented by this Amendment unless the context would require otherwise. Except to the extent the Original Agreement is modified by this Amendment, the remaining terms and conditions of the Original Agreement shall remain unmodified and in full force and effect. In the event of conflict, between the terms and conditions of the Original Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail and control.

(b) Entire Agreement. The Original Agreement, together with this Amendment, embodies the entire understanding between Developer and City with respect to its

subject matter and can be changed only by an instrument in writing signed by Developer and City.

(c) Counterparts. This Amendment may be executed in one or more counterparts, including facsimile counterparts or electronic-mail counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first set forth above.

CITY

CITY OF ADELANTO,
a California municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

City Clerk for City of Adelanto

APPROVED AS TO LEGAL FORM:

Law Offices of Julia Sylva

By: _____
Name: _____
Title: _____

ATC

ADELANTO TOWNE CENTER, LLC,
a Delaware limited liability company

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation
Its Sole Manager

By: _____
Name: _____
Title: _____

Date: _____

SIGNATURES CONTINUED ON NEXT PAGE

CONTRACTOR

LEWIS OPERATING CORP.,
a California corporation

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT "B"
Site Plan of Off-Site Improvements

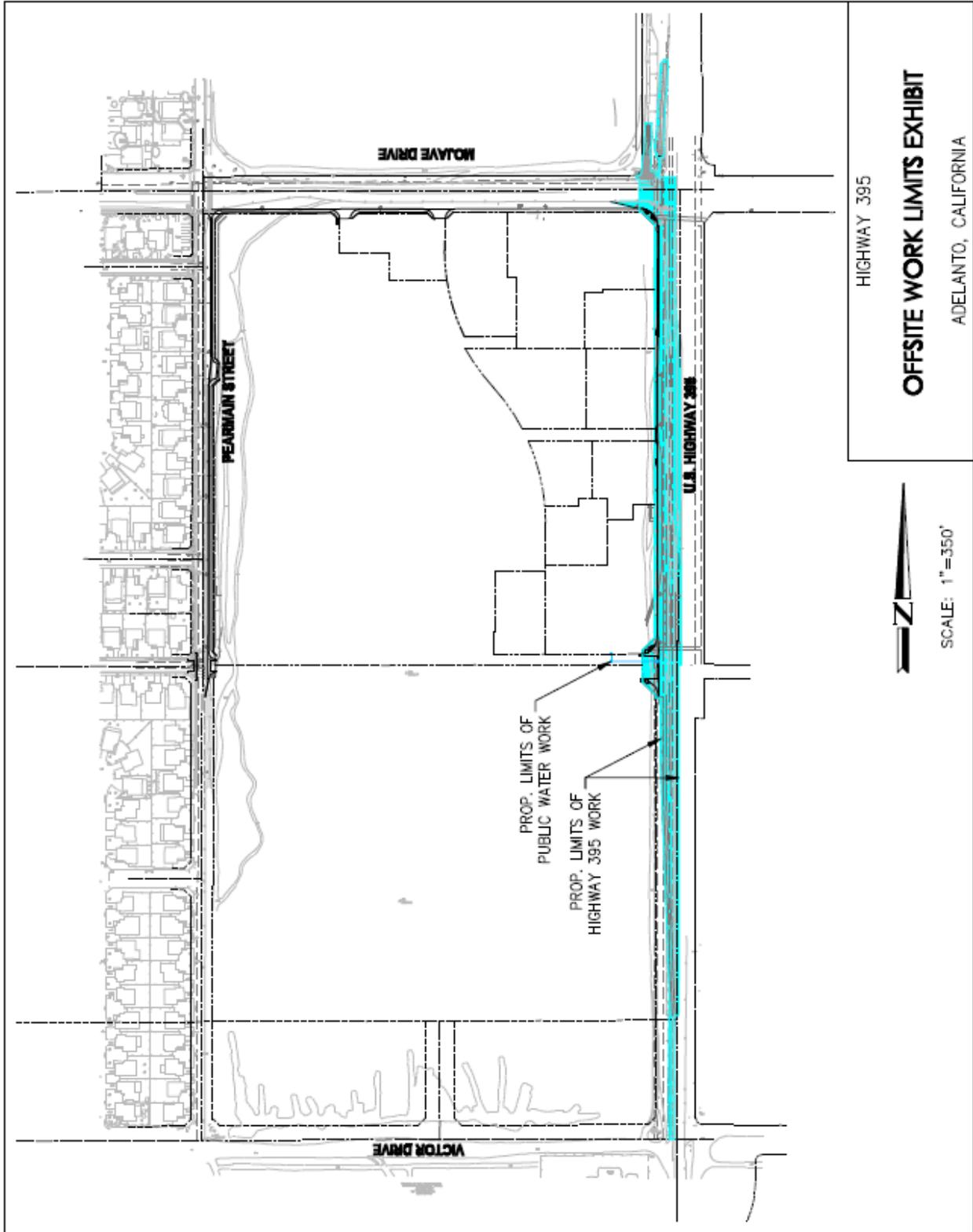


EXHIBIT "C"

List of Estimated Eligible Reimbursable Costs

Hard Costs

VANCE CORP

BID SCHEDULE

ADELANTO TOWNE CENTER - OFF SITE IMPROVEMENTS BID FOR OFF SITE IMPROVEMENTS HIGHWAY 395 AND PUBLIC WATERLINE					
ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION AND DEMOBILIZATION	2	EA	63,000.00	126,000.00
2	CLEARING AND GRUBBING	1	L.S.	3,900.00	3,900.00
3	SWPPP: CONTRACTOR TO PREPARE, SUBMIT TO THE STATE BOARD, AND IMPLEMENT APPROVED SWPPP PREPARED AND SIGNED BY CONTRACTOR'S QSD	1	L.S.	29,000.00	29,000.00
4	TRAFFIC CONTROL AND LANE CLOSURES IMPLEMENTATION	1	L.S.	96,500.00	96,500.00
5	CONSTRUCTION STAKING AND SURVEY	1	L.S.	22,995.00	22,995.00
6	AS-BUILT DRAWINGS	1	L.S.	1,870.00	1,870.00
7	TRENCH SHORING AND BRACING	1	L.S.	10,500.00	10,500.00
STREET IMPROVEMENTS					
8	SAWCUT REMOVE AND DISPOSE EXISTING PAVEMENT	53,000	S.F.	0.60	31,800.00
9	ADJUST VALVE/METER/ VAULTS/MANHOLES TO GRADE	6	EA	1,260.00	7,560.00
10	RELOCATE EXISTING SIGN	5	EA	184.00	920.00
11	RELOCATE EXISTING FENCE	960	L.F.	1.00	960.00
12	EARTHWORK - EXPORT	5,500	C.Y.	7.90	43,450.00
13	EARTHWORK - EARTHWORK WITHIN PROJECT	10,500	C.Y.	7.50	78,750.00
14	COLDPLANE AND OVERLAY EXISTING PAVEMENT 0.25' THICK W/ HMA TYPE C	13,000	S.F.	0.44	5,720.00
15	FINE GRADE	150,000	S.F.	0.25	37,500.00
16	0.80' THICK HOT MIX ASPHALT	102,500	S.F.	5.75	589,375.00
17	1.40' THICK CLASS II AGGREGATE BASE	102,500	S.F.	1.35	138,375.00
18	CURB AND GUTTER (CALTRANS STD A87A TYPE A2-6)	1,100	L.F.	19.50	21,450.00
19	BICYCLE RAMP (FHWA-RD-00-067 W/ CALTRANS DIB 80-01)	160	S.F.	12.70	2,032.00

**ADELANTO TOWNE CENTER - OFF SITE IMPROVEMENTS
 BID FOR OFF SITE IMPROVEMENTS
 HIGHWAY 395 AND PUBLIC WATERLINE**

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
20	COMMERCIAL DRIVEWAY APPROACH (CALTRANS STD A87A)	270	S.F.	7. ⁸⁰	2,106. ⁰⁰
21	PCC CROSS GUTTER (CITY OF ADELANTO STD 119)	2,000	S.F.	8. ⁵⁰	17,000. ⁰⁰
22	4" THICK PCC SIDEWALK (CALTRANS STD SPECS 73)	10,200	S.F.	4. ¹⁰	41,820. ⁰⁰
23	ADA COMPLIANT CURB RAMP WITH CAST IN PLACE DETECTABLE WARNING SURFACE (CALTRANS STD A88A CASE A)	5	EA	2,150. ⁰⁰	10,750. ⁰⁰
24	0.35' THICK HOT MIX ASPHALT OVER 1.85' CL II AB	7,300	S.F.	4. ⁶⁰	33,580. ⁰⁰
25	TEMPORARY STRIPING/MARKINGS ON HWY 395	1	L.S.	1,820. ⁰⁰	1,820. ⁰⁰
26	DRAIN INLET (STD. D72, TYPE OL) WITH FOSSIL FILTER AND LOCAL DEPRESSION	1	EA	10,100. ⁰⁰	10,100. ⁰⁰
27	CONCRETE COLLAR (SPPWC STD 380-4)	1	EA	263. ⁰⁰	263. ⁰⁰
28	24" RC PIPE (D-2000) (INCLUDES TRENCHING AND BACKFILL)	35	L.F.	175. ⁰⁰	6,125. ⁰⁰
29	36"X6" RECTANGULAR CI PIPE (INCLUDES TRENCHING AND BACKFILL)	10	L.F.	263. ⁰⁰	2,630. ⁰⁰
30	CONCRETE MANHOLE (SPPWC STD 320-2)	1	EA	4,900. ⁰⁰	4,900. ⁰⁰
31	SHOULDER BACKING (CALTRANS SSP 19-9)	2,500	S.F.	1. ²⁸	3,200. ⁰⁰
32	AC TRAPEZOIDAL CHANNEL (INCLUDES 3" CURB)	2,300	S.F.	6. ⁷⁰	15,410. ⁰⁰
33	24" DEEP CONCRETE CUTOFF WALL (INCLUDES BASE SECTION)	28	L.F.	143. ⁰⁰	4,004. ⁰⁰
34	12" THICK RIP RAP (INCLUDES BASE SECTION)	450	S.F.	15. ⁰⁰	6,750. ⁰⁰
35	METAL FLARED END SECTION (CALTRANS STD D94A-D94B)	1	EA.	760. ⁰⁰	760. ⁰⁰
36	METAL BEAM GUARDRAILING (CALTRANS STD A77A1-A77K2)	60	L.F.	113. ⁰⁰	6,780. ⁰⁰

**ADELANTO TOWNE CENTER - OFF SITE IMPROVEMENTS
 BID FOR OFF SITE IMPROVEMENTS
 HIGHWAY 395 AND PUBLIC WATERLINE**

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
37	INFILTRATION TRENCH PER DETAIL (INCLUDES 0" PERIMETER CURB, OBSERVATION WELLS, AND FILTER FABRIC)	2,400	S.F.	25. ⁴⁰	60,960. ⁰⁰
38	SIGNAL MODIFICATION (HWY 395 & MOJAVE DR)	1	L.S.	97,000. ⁰⁰	97,000. ⁰⁰
39	INSTALL TRAFFIC SIGNAL CONDUITS AT THE INTERSECTION OF HWY 395 & JOSHUA ST) PER TRAFFIC SIGNAL PLAN (SHEET 11 OF 13)	1	L.S.	5,800. ⁰⁰	5,800. ⁰⁰
WATER IMPROVEMENTS					
40	6" PVC PIPE, C-900 CL 200 (INCLUDES TRENCHING, FITTINGS, THRUST BLOCKS, RESTRAINED JOINTS, BACKFILL, TAPE, AND TRACER WIRE AS REQUIRED)	100	L.F.	103. ⁰⁰	10,300. ⁰⁰
41	12" PVC PIPE, C-900 CL 200 (CITY OF ADELANTO STD PLATE 8) (INCLUDES TRENCHING, THRUST BLOCKS, RESTRAINED JOINTS, BACKFILL, TAPE, AND TRACER WIRE AS REQUIRED)	140	L.F.	142. ⁰⁰	19,880. ⁰⁰
42	12" BUTTERFLY VALVE	1	EA.	3,600. ⁰⁰	3,600. ⁰⁰
43	CONNECT TO EXISTING 12" WATERLINE W/ HOT TAP	8	EA.	5,100. ⁰⁰	40,800. ⁰⁰
44	INSTALL SUPER FIRE HYDRANT ASSEMBLY 6"x4"x2.5"x2.5" DRY BARREL (INCLUDES TRENCHING, BACKFILL, PIPE, GATE VALVE, HYDRANT MARKER, THRUST BLOCKS, AND RESTRAINED JOINTS AS REQUIRED)	5	EA.	8,400. ⁰⁰	42,000. ⁰⁰ 8,400.⁰⁰ V.T.
45	INSTALL 2" WATER SERVICE w/METER BOX (CITY OF ADELANTO STD)	11	EA.	2,770. ⁰⁰	30,470. ⁰⁰
46	INSTALL 1 1/2" WATER SERVICE w/METER BOX (CITY OF ADELANTO STD)	2	EA.	2,300. ⁰⁰	4,600. ⁰⁰

**ADELANTO TOWNE CENTER - OFF SITE IMPROVEMENTS
 BID FOR OFF SITE IMPROVEMENTS
 HIGHWAY 395 AND PUBLIC WATERLINE**

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
47	2 - 42"X6" RECTANGULAR RC PIPE	120	L.F.	274. ⁰⁰	32,880. ⁰⁰
48	PERMANENT K RAIL	70	L.F.	23. ⁰⁰	1,610. ⁰⁰
DRY UTILITIES					
49	JOINT TRENCH (SCE & CATV)	1650	L.F.	16. ²⁰	26,730. ⁰⁰
50	SOLE TRENCH - CATV	125	L.F.	13. ²⁰	1,712. ⁵⁰
51	SOLE TRENCH - SCE	70	L.F.	13. ²⁰	959. ⁰⁰
52	3" SAND BASE	1850	L.F.	1. ⁰⁰	1,942. ⁵⁰
53	12" SAND SHADE OVER SCE	1720	L.F.	1. ⁵⁰	2,700. ⁰⁰
54	6" SAND SHADE OVER CATV	1780	L.F.	1. ³⁰	2,314. ⁰⁰
55	FULL ELECTRIC CONDUIT ENCASEMENT PER SCE DRAWINGS	1440	L.F.	21. ⁰⁰	30,240. ⁰⁰
56	6" SCE CONDUIT	3225	L.F.	11. ⁰⁰	35,475. ⁰⁰
57	5" SCE CONDUIT	7070	L.F.	10. ⁵⁰	74,235. ⁰⁰
58	7'X14' SCE VAULT	2	EA.	31,500. ⁰⁰	63,000. ⁰⁰
59	66"X72" SCE CONCRETE PAD	1	EA.	1,580. ⁰⁰	1,580. ⁰⁰
60	3" SCHEDULE 40 CATV CONDUIT	3055	L.F.	2. ¹⁰	6,415. ⁵⁰
61	24"X36" CATV VAULT	4	EA.	525. ⁰⁰	2,100. ⁰⁰
SIGNING AND STRIPING					
62	REMOVE TRAFFIC STRIPING	4,062	SF	1. ⁵⁰	6,417. ⁰⁰
63	REFLECTIVE R.P.M.	521	EA	5. ²⁵	2,735. ²⁵
64	FURNISH AND INSTALL SIGNS	7	EA	305. ⁰⁰	2,135. ⁰⁰
65	INSTALL THERMOPLASTIC MARKINGS	201	SF	4. ⁴⁰	884. ⁴⁰
66	REMOVE AND SALVAGE SIGNS	1	EA	210. ⁰⁰	210. ⁰⁰
67	12" CROSSWALK & LIMIT LINE	440	LF	4. ²⁰	1,848. ⁰⁰
68	4" SOLID	250	LF	1. ⁰⁰	262. ⁵⁰
69	8" SOLID	1,300	LF	2. ¹⁰	2,730. ⁰⁰
70	DETAIL 12	2,790	LF	66.00 or 0.65	1,813. ⁵⁰
71	DETAIL 22	1,885	LF	1. ⁶⁰	3,166. ⁰⁰
72	DETAIL 27B	2,890	LF	0. ⁷⁰	2,254. ⁰⁰
73	DETAIL 29	1,105	LF	3. ²⁰	3,712. ⁰⁰
74	DETAIL 38	475	LF	1. ⁵⁰	745. ²⁵
75	MISCELLANEOUS PAVEMENT MARKINGS, LEGENDS, ETC.	1	LS	5,000. ⁰⁰	5,000. ⁰⁰

Two million, forty nine thousand, eight hundred seventy five dollars and six cents

TOAL BID PRICE FOR THE ENTIRE CONTRACT WORK including the cost of labor, materials, equipment, parts, implements and supplies necessary to complete the project, as based on the Owner's estimate of quantities of work to be done (Summation of preceding subtotal of Items 1 through 63 inclusive

WORDS

_____ DOLLARS
AND
_____ CENTS \$ 2,049,875⁰⁶

(Figures)

Total Costs (Hard Costs from above plus Soft Costs)

Adelanto Towne Center		
Hwy 395 & Partial Waterline Improvement		
Summary		1/19/2016
Highway 395	Hard costs (Vance)	\$2,049,875
\$20 million umbrella	<u>Budget estimate</u>	\$60,000
		\$2,109,87
Subtotal		5
25% Contingency		\$512,469
		\$2,622,34
Hard Cost Total		4
Allowances		
Kinder Morgan Inspection (estimate)		\$50,000
Concrete cap over fuel lines (estimate)		\$70,000
CalTrans permits and fees		\$105,000
SCE remove poles & pull new cable (Highway 395)		\$505,000
Charter remove & pull new		\$10,000
Payment & performance bonds		\$30,000
Public Works Consultant		\$20,000
Soils testing (estimate)		\$45,000
Materials testing (estimate)		\$22,000
Resident Engineer (req'd by CalTrans)(estimate)		\$60,000
Total soft costs estimate to date (eng. consultant, fees)		\$440,331
Legal fees estimate		\$20,000
Additional const eng cost		\$20,000
Soft Cost Subtotal		\$1,397,331
10% Contingency		\$139,733
Soft Cost Total		\$1,537,064
Grand Total		\$4,159,408



CITY COUNCIL AGENDA REPORT

ADELANTO GOVERNMENTAL CENTER | 11600 AIR EXPRESSWAY
| ADELANTO, CALIFORNIA 92301

DATE: February 10, 2016

TO: Honorable Mayor and City Council Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Penny Rose, Accounting Supervisor

SUBJECT: ADELANTO WATER AUTHORITY - WATER RATE STUDY

STAFF RECOMMENDATION:

That City Council direct staff to develop a request for proposals, accept and award bids not to exceed \$25,000 for a five year Water Rate Study in order to address present and future water rates, usage and procurement.

BACKGROUND:

The Adelanto Water Authority has need for a five year rate study. The last water rate increase was in 2012. Council previously directed for an "in-house" study be done by Vanessa Martinez, our previous Assistant Finance Director, who had been willing to do this study on a part-time outside service contract. After Mrs. Martinez left the City's employment she has come to realize two things:

1. She does not have the time
2. She does not have the expertise to defend any new rates in order to be in compliance under Proposition 218.

It was previously recommended that we use an outside consultant, who in October/November 2015 quoted \$18,000. The outside consultant used by Mrs. Martinez' present employer was approximately \$60,000.

FISCAL IMPACT:

Not to exceed \$25,000

ATTACHMENTS:

e-mail from Vanessa Martinez

Penny Rose

From: Vanessa Martinez <tara5051@hotmail.com>
Sent: Friday, January 22, 2016 1:47 PM
To: Cindy Herrera; Penny Rose
Subject: Water Rate Study

Hello Cindy/Penny,

Hope all is well at the City. I am regrettably writing to you both in regards to the Water Rate Study, unfortunately I do not have the time nor the needed expertise to do the Water Rate Study. There has been a lot of reform and changes in how utility rates can be formulated. Additionally, if the rates are challenged by residents the rates need to be set up so it is defensible. I can figure out what the rates should be, but if challenged I lack the expertise to defend them in the new criteria and it being in compliance under Proposition 218. At my new workplace, they hired a consultant for the five year rate study and paid for a financial modeling tool for approximately \$60K I was told.

The consultant that I was proposing back in October/November timeframe was quoting \$18K, that still seems like a reasonable price. I would suggest you reach out to the CPA Firm and see if they can conduct the rate study. I highly recommend you move forward on an outside consultant immediately, if you assess the Water Budget you will see how tight the funds are with current rates. Also keep in mind, the water and sewer rates have not been increased since 2012.

Let me know if there is anything else I can assist you both on.

Sincerely,
Vanessa



CITY COUNCIL AGENDA REPORT

DATE: February 10, 2016

TO: Honorable President and Public Utility Authority Members

FROM: Cynthia M. Herrera, MMC, Interim, City Manager/ City Clerk

BY: Nathan Coapstick Public Works Coordinator

SUBJECT: CONTRACT WITH PERC WATER CORPORATION TO UPDATE THE CITY'S URBAN WATER MANAGEMENT PLAN

STAFF RECOMMENDATION:

Staff recommends that the Adelanto Public Utility Authority consider approving the contract with PERC Water Corporation to update the City's Urban water Management Plan as mandated by the State of California.

BACKGROUND:

The California Legislature enacted Assembly Bill 797 (known as the Urban Water Management Planning Act) in 1984 which mandates that all water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more that 3,000 Acre feet of water annually prepare an Urban Water Management Plan. Furthermore the plan shall be reviewed and updated every five years.

The City adopted the 2010 Water Management Plan at their June 22, 2011, meeting and ordered the report to be filed with the Department of Water Resources. On June 24, 2015 the City prepared an Amendment to the 2010 Urban Water Management Plan, due to the Governors Executive Order B-29-15 addressing the State's and relentless drought.

It is unknown at this time if the if the plan was submitted to the State, therefore the City will be receiving proposals to be added to this report prior to the meeting. PERC Water Corporation has provided two possible options below.

FISCAL IMPACT:

1. If the 2105 update is complete and has been submitted the budget for the 2016 update is \$50,000-\$55,000.
2. If the 2015 update was not complete or not submitted and approved the budget including that work is \$58,000 0 \$65,000.
3. All fees will be paid out of APUA fund.

ATTACHMENTS:

1. None at this time – Proposal(s) to be submitted prior to the Council Meeting.