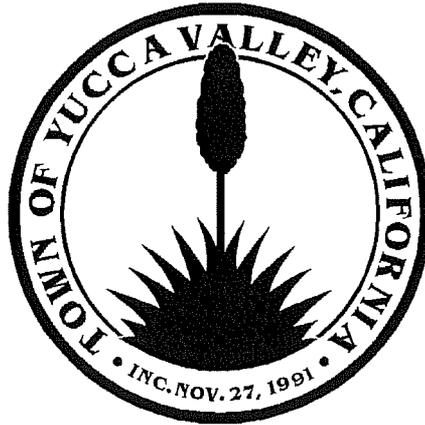


TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING



*The Mission of the Town of Yucca Valley is to
provide a government that is responsive to its citizens
to ensure a safe and secure environment
while maintaining the highest quality of life.*

TUESDAY, DECEMBER 18, 2012

CLOSED SESSION:

**YUCCA VALLEY TOWN HALL CONFERENCE ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

TOWN COUNCIL: 6:00 p.m.

**YUCCA VALLEY COMMUNITY CENTER
YUCCA ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

* * * *

TOWN COUNCIL

Merl Abel, Mayor

Robert Lombardo, Mayor Pro Tem Member

George Huntington, Council Member

Dawn Rowe, Council Member

* * * *

TOWN ADMINISTRATIVE OFFICE:

760-369-7207

www.yucca-valley.org

**AGENDA
MEETING OF THE
TOWN OF YUCCA VALLEY COUNCIL
TUESDAY, DECEMBER 18, 2012
6:00 P.M.**

The Town of Yucca Valley complies with the Americans with Disabilities Act of 1990. If you require special assistance to attend or participate in this meeting, please call the Town Clerk's Office at 760-369-7209 at least 48 hours prior to the meeting.

An agenda packet for the meeting is available for public view in the Town Hall lobby and on the Town's website, www.yucca-valley.org, prior to the Council meeting. Any materials submitted to the Agency after distribution of the agenda packet will be available for public review in the Town Clerk's Office during normal business hours and will be available for review at the Town Council meeting. Such documents are also available on the Town's website subject to staff's ability to post the documents before the meeting. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at 760-369-7209 ext. 226.

If you wish to comment on any subject on the agenda, or any subject not on the agenda during public comments, please fill out a card and give it to the Town Clerk. The Mayor/Chair will recognize you at the appropriate time. Comment time is limited to 3 minutes.

(WHERE APPROPRIATE OR DEEMED NECESSARY, ACTION MAY BE TAKEN ON ANY ITEM LISTED IN THE AGENDA)

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL: Council Members Huntington, Lombardo, Rowe, and Mayor Abel.

PLEDGE OF ALLEGIANCE

INVOCATION

Led by Pastor Bob Wagner, Joshua Springs Community Chapel

PRESENTATIONS, RECOGNITIONS, INTRODUCTIONS

1. Recognition of Joshua Springs Lightning Football Team for becoming four-time back to back CIF Champions.

2. Employee of the Quarter.
3. Recognition of Deputy Town Clerk Copeland for achieving Certified Municipal Clerk (CMC) designation.

AGENCY REPORTS

Chamber of Commerce

4. Monthly Chamber of Commerce Report for November 2012

Hi Desert Water District

5. Water and Wastewater Project Updates.

APPROVAL OF AGENDA

Action: Move _____ 2nd _____ Vote _____

CONSENT AGENDA

- 1-8 6. Minutes of the Town Council Meeting of December 4, 2012.

Recommendation: Approve the minutes as presented.

7. Waive further reading of all ordinances (if any in the agenda) and read by title only.

Recommendation: Waive further reading of all ordinances and read by title only.

- 9-10 8. Monthly Statistical Fire Department Report for November 2012

Recommendation: Receive and file the monthly statistical Fire Department report for November 2012

- 11-32 9. Library Lease Amendment – Exercise of 5th Option to Extend.

Recommendation: Approve the fifth amendment to the library lease agreement between the Town and the County at a rate of \$2,063 per month, and authorize the Mayor to sign all necessary documents.

- 33-35 10. AB 1234 Reporting Requirements

Recommendation: Receive and file the AB 1234 Reporting

Requirement Schedule for the month of November 2012

- 36-40 11. Expenditure Plan for Cyla Wells' Bequest

Recommendation: Review and approve the expenditure plan for the funds donated by the estate of Cyla Wells and delegate authority to the Town Manager to transfer funds among the categories as needs arise.

- 41-44 12. Authorized Financial Signatory Update

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE TOWN TO UTILIZE PACIFIC WESTERN BANK FOR GOVERNMENTAL BUSINESS BANKING SERVICES AND UPDATING AUTHORIZED SIGNATORIES

Recommendation: Adopt the Resolution updating the Town's authorized signatories at Pacific Western Bank

- 45-47 13. FY 2012 Emergency Management Performance Grant Purchases and Resolution for Authorized Agent Designation to Obtain State and Federal Financial Assistance.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, FOR DESIGNATION OF APPLICANT'S AGENT FOR THE PURPOSE OF OBTAINING STATE AND FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY AND SUB-GRANTED THROUGH THE STATE OF CALIFORNIA OR OTHER JURISDICTION

Recommendation:

1. **Authorize Town staff to solicit information bids from three vendors for the procurement of the FY 2012 Emergency Management Performance Grant (EMPG) purchases of computer equipment and to waive the formal bidding procedures finding that the established procedures would be impractical for these purchases; and**
2. **Designate the Town Manager, Deputy Town Manager and Director of Administrative Services as authorized agents to execute for and on behalf of the Town of Yucca Valley for the purpose of obtaining federal financial assistance or grants through California State or Federal assistance programs.**

- 48-51 14. Resolution Amending Resolution No. 12-32, Allowing for an All Mail Ballot Special Election on Tuesday, March 5, 2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING RESOLUTION NO. 12-32, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013 TO FILL A TOWN COUNCIL VACANCY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES, ALLOWING FOR AN ALL-MAIL BALLOT ELECTION

Recommendation: Adopt the Resolution amending Resolution No. 12-32, that called and gave notice of a Special Election on March 5, 2013, to allow for an all-mail ballot election.

- 52-121 15. SR 62 @ Dumosa Traffic Signal, Authorization to Release Request for Proposals for Preparation of Plans, Specifications and Estimates.

Recommendation: Authorize staff to release a Request for Proposals for the preparation of plans, specifications and estimates (PS&E) for the SR 62 at Dumosa traffic signal.

- 122-127 16. Project No. 8961 – Essig Park, Acceptance of Project as Substantially Complete

Recommendation: Accept the project as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of the Faithful Performance Bond to 10%, and direct staff to retain the Labor and Material Bond for six (6) months for Project No. 8961.

- 128-148 17. Yucca Valley Animal Shelter – ACJPA No. 1, Award of Inspection Services

Recommendation: Award a professional services agreement to Heider Engineering Services, Inc., for soil testing, special inspections, and material testing services in the amount of \$39,346.00, and authorize the Town Manager, Town Attorney, and Mayor to sign all necessary documents.

- 149-159 18. Warrant Register, December 18, 2012

Recommendation: Ratify the Warrant Register total of \$1,038,369.21 for checks dated November 29, 2012 and December 4, 2012. Ratify Payroll Registers total of \$1,046.04 for checks dated November 29, 2012.

All items listed on the consent calendar are considered to be routine matters or are considered formal documents covering previous Town Council instruction. The items listed on the consent calendar may be enacted by one motion and a second. There

will be no separate discussion of the consent calendar items unless a member of the Town Council or Town Staff requests discussion on specific consent calendar items at the beginning of the meeting. Public requests to comment on consent calendar items should be filed with the Town Clerk/Deputy Town Clerk before the consent calendar is called.

Recommendation: Adopt Consent Agenda (items 6-18)(roll call vote)

Action: Move _____ 2nd _____ Vote _____

DEPARTMENT REPORTS

160-161 19. Fiscal Year 2011-12 Comprehensive Annual Financial Report

Staff Report

Recommendation: Receive and file the FY 2011-12 Comprehensive Annual Financial Report.

Action: Move _____ 2nd _____ Vote _____.

162-163 20. FY 2012-13 Budget Amendment – Information Services

Staff Report

Recommendation: Amend the FY 2012-13 Budget to fund necessary Information Technology equipment replacement and upgrades by an amount of \$25,000.

Action: Move _____ 2nd _____ Vote _____.

FUTURE AGENDA ITEMS

PUBLIC COMMENTS

In order to assist in the orderly and timely conduct of the meeting, the Council takes this time to consider your comments on items of concern which are on the Closed Session or not on the agenda. When you are called to speak, please state your name and community of residence. Notify the Mayor if you wish to be on or off the camera. Please limit your comments to three (3) minutes or less. Inappropriate behavior which disrupts, disturbs or otherwise impedes the orderly conduct of the meeting will result in forfeiture of your public comment privileges. The Town Council is prohibited by State law from taking action or discussing items not included on the printed agenda.

STAFF REPORTS AND COMMENTS

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

21. Council Member Rowe
22. Council Member Huntington
23. Council Member Lombardo
24. Council Member Abel

ANNOUNCEMENTS

Time, date and place for the next Town Council meeting.

6:00 p.m., Tuesday, January 22, 2013, Yucca Valley Community Center Yucca Room

CLOSED SESSION

25. Potential Litigation per Government Code Section 54956.9(c) -- One (1) Matter
26. Government Code Section 54956.8, Conference with Real Property Negotiators. *State law provides the opportunity for closed session for real property purchase negotiations, prior to placement of the matter on a regularly scheduled meeting agenda for formal action.*

Property: APN 595-081-22, 56528 Twentynine Palms Hwy.
Michael David Richards /Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-081-20, 56560 Twentynine Palms Hwy.
David W. Bradley, Trustee/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-081-19, 56572 Twentynine Palms Hwy.
Samuel Kodish/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-081-18, 56592 Twentynine Palms Hwy.
Daniel Haro, Kim Haro/Town of Yucca Valley

Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-081-17, 56608 Twentynine Palms Hwy.
Michael Wilson /Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-081-16, 56624 Twentynine Palms Hwy.
Michael Hildebrand /Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-081-15, 56636 Twentynine Palms Hwy.
Mr. Werner Altenburg/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-081-14, 56650 Twentynine Palms Hwy.
Hosea E Brown, Trustee /Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-081-13, 56668 Twentynine Palms Hwy.
Iron Horse Capital Inc./Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-111-11, 56750 Twentynine Palms Hwy.
Margaret Peterson /Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-111-10, 56780 Twentynine Palms Hwy.
Leroy Braszeal/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-111-33, 56778 Twentynine Palms Hwy.
Mr. Chester G. Mistal & Mrs. Ann M. Mistal /Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-111-29, San Bernardino County, CA
San Bernardino County Flood Control District/Town of Yucca Valley

Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-111-07 & 32, 56806 Twentynine Palms Hwy.
Ultimate Motors Inc./Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-111-05, 56824 Twentynine Palms Hwy.
Robert R. Beam, III/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-111-03 & 04, 56840 Twentynine Palms Hwy.
Joseph R. Huber, Trustee/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-371-34, 57044 Twentynine Palms Hwy.
Western Bay, LLC/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-371-33, 57084 Twentynine Palms Hwy.
Theresa Hettich, Trustee/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-371-30, 57096 Twentynine Palms Hwy.
Sanjay D. Patel/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 587-351-02, 56547 Twentynine Palms Hwy.
Mr. Arturo Castaneda/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 587-351-06, 56637 Twentynine Palms Hwy.
Paul A. Cella, Trustee/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 587-351-07 & 08, 56659 Twentynine Palms Hwy.

Bae & Perris, LLC/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 587-361-10, San Bernardino County, CA
Hansen Betty H./Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-371-19, 57075 Twentynine Palms Hwy.
Ft. Wayne Matador, Inc., Susan Sandelman/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-371-21, 57037 Twentynine Palms Hwy.
Arthur E. Miller/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

Property: APN 595-371-23, 57125 Twentynine Palms Hwy.
Savings & Loan World/Town of Yucca Valley
Mark Nuaimi, Real Property Negotiator
Real Property Negotiations

CLOSING ANNOUNCEMENTS

ADJOURNMENT

Yucca Valley Town Council

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Town of Yucca Valley Town Council in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Yucca Valley Town Council, Commissions and Committees.

Agendas - All agendas are posted at Town Hall, 57090 Twentynine Palms Highway, Yucca Valley, at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the Town Hall offices located at 57090 Twentynine Palms Highway, Yucca Valley.

Agenda Actions - Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Town Council will generally consider items in the order listed on the agenda. However, items may be considered in any order. Under certain circumstances new agenda items can be added and action taken by two-thirds vote of the Town Council.

Closed Session Agenda Items - Consideration of closed session items, *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Mayor will announce the subject matter of the closed session. If final action is taken in closed session, the Mayor shall report the action to the public at the conclusion of the closed session.

Public Testimony on any Item - Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Town Council should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Town Clerk prior to the Council's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak. When recognized by the Mayor, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Council, speakers are limited to up to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Council at any one meeting. The Mayor or a majority of the Council may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Council member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times - The Council is concerned that discussion takes place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment - At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject with Council's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in Rule #4 still apply.*

Disruptive Conduct - If any meeting of the Council is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Mayor may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Council without first being recognized, not addressing the subject before the Council, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Council from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for all Town of Yucca Valley meetings. Your cooperation is appreciated!*

ACRONYM LIST

ADA	Americans with Disabilities Act
CAFR	Comprehensive Annual Financial Report
CALTRANS	California Department of Transportation
CEQA	California Environmental Quality Act
CCA	Community Center Authority
CDBG	Community Development Block Grant
CHP	California Highway Patrol
CIP	Capital Improvement Program
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COP	Certificates of Participation
CPI	Consumer Price Index
ED	Economic Development
EIR	Environmental Impact Report (pursuant to CEQA)
GAAP	Generally Accepted Accounting Procedures
GASB	Governmental Accounting Standards Board
IEEP	Inland Empire Economic Partnership
IIPP	Injury and Illness Prevention Plan
IRC	Internal Revenue Code
LAIF	Local Agency Investment Fund
LLEBG	Local Law Enforcement Block Grant
LTF	Local Transportation Fund
MBTA	Morongo Basin Transit Authority
MBYSA	Morongo Basin Youth Soccer Association
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MUSD	Morongo Unified School District
PARSAC	Public Agency Risk Sharing Authority of California
PERS	California Public Employees Retirement System
PPA	Prior Period Adjustment
PVEA	Petroleum Violation Escrow Account
RDA	Redevelopment Agency
RSA	Regional Statistical Area
RTP	Regional Transportation Plan
SANBAG	San Bernardino Associated Governments
SCAG	Southern California Association of Governments
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TEA-21	Transportation Enhancement Act for the 21 st Century
TOT	Transient Occupancy Tax

**TOWN OF YUCCA VALLEY
REGULAR TOWN COUNCIL MEETING MINUTES
DECEMBER 4, 2012**

CLOSED SESSION

Mayor Rowe called the meeting to order at 5:00 p.m. with all members present. As there were no members of the public wishing to comment, she adjourned to closed session at 5:01 p.m.

1. Potential Litigation per Government Code Section 54956.9(c) -- One (1) Matter

Mayor Rowe reconvened to open session at 5:08 and recessed the meeting to 6:00 p.m.

OPENING CEREMONIES

Mayor Rowe called the meeting to order at 6:00 p.m.

Council Members Present: Abel, Huntington, Lombardo, and Mayor Rowe.

Staff Present: Town Manager Nuaimi, Deputy Town Manager Stueckle, Community Services Director Schooler, Administrative Services Director Yakimow, Police Capt. Boswell, and Town Clerk Anderson

PLEDGE OF ALLEGIANCE

Led by Congressman Elect Paul Cook

PRESENTATIONS, RECOGNITIONS, INTRODUCTIONS

1. State of the Town Address

Mayor Rowe presented the State of the Town address and a video of the year's highlights.

APPROVAL OF AGENDA

Council Member Huntington moved to approve the agenda. Council Member Abel seconded. Motion carried 4-0.

Mayor Rowe announced there was no reportable action taken at the Closed Session.

CONSENT AGENDA

2. **Approve**, Minutes of the Town Council Meeting of November 20, 2012, as presented.
3. **Waive**, further reading of all ordinances and read by title only.
4. **Adopt**, Resolution No. 12-44, confirming and certifying the November 6, 2012 election results

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, CONFIRMING AND CERTIFYING THE NOVEMBER 6, 2012 ELECTION RESULTS

5. **Adopt**, Resolution No. 12-45, declaring the intent to annex territory to Community Facilities District No. 11-1, and setting a public hearing date for January 15, 2013; Annexation Area No. 2, Improvement Area No. 3 (Super Wal-Mart)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 11-1 (SERVICES)

6. **Accept**, Project No. 8048 – Community Center Building Re-Plumbing Project as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of Faithful Performance Bond to 10%, and direct staff to retain the Labor and Material Bond for six (6) months.
7. **Accept**, Project No. 8310 – 2012/2013 Town Wide Slurry Seal Project as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of Faithful Performance Bond to 10%, and direct staff to retain the Labor and Material Bond for six (6) months.
8. **Reject**, all bids for Project No. 8961 – Community Center Playground Improvement & Splash Park, and direct staff to return the project to the Town Council at the time of 2013 CDBG funding allocations.
9. **Authorize**, the Town Manager to execute all Right-of-Way documents and authorize payment to the property owners to secure Temporary Construction Easements (TCE's) and Permanent Construction Easements (PCE's) to complete the PLHD Project, PLHD SR 62 Median Improvement project – Apache to Palm Avenue
11. **Ratify**, Warrant Register total of \$965,011.34 for checks dated October 11-18, 2012 and November 15, 2012. Ratify Payroll Registers total of \$149,206.17 for checks dated November 21, 2012.

Council Member Huntington Requested to pull Item No. 10

Council Member Abel moved to adopt Consent Agenda Items 2-9 and 11. Council Member Lombardo seconded. Motion carried 4-0 on a roll call vote.

AYES: Council Member Abel, Huntington, Lombardo, and Mayor Rowe
NOES: None
ABSTAIN: None
ABSENT: None

10. Partnership Agreement- Yucca Valley Chamber of Commerce

Town Manager Nuaimi gave the staff report advising the Chamber has provided marketing services to the Town as well as benefitted from rent free access of the California Welcome Center. This Agreement continues that arrangement starting on December 4th.

Council Member Huntington commented he feels the term should go back to July 1 for 2 fiscal years rather than two years from today.

Fritz Koenig, Yucca Valley, commented the agreement does not contain anti-discrimination language regarding sexual orientation and requested that it be changed and included as criteria.

Jennifer Collins, Chamber President, stated she is available to answer any questions.

Council Member Huntington questioned if this is the same agreement we have been working under and if there are any changes. Community Services Director Schooler advised the only changes are the dates and exhibits A and B have changed slightly to reflect the marketing efforts of the Chamber and the amounts of the contract. Council Member Huntington advised he would like to make the agreement retroactive dated back to 1 July and carry on for 2 years. Town Manager Nuaimi advised that the intent was to keep the agreement on the fiscal year schedule.

Council Member Huntington moved to approve the Partnership Agreement with the Yucca Valley Chamber of Commerce as amended. Council Member Lombardo seconded. Motion carried 4-0.

AYES: Council Member Abel, Huntington, Lombardo, and Mayor Rowe
NOES: None
ABSTAIN: None
ABSENT: None

REORGANIZATION OF TOWN COUNCIL

12. Oath of Office to Newly Elected Council Members

Congressman Elect Paul Cook administered the Oath of Office to Council Members Huntington and Lombardo.

Congressman Elect Cook thanked the Council for allowing him to come back to his home town to administer the oath noting it was his honor to participate.

Mayor Rowe advised that Congressman Cook has been selected to sit on the House Committee on Armed Services, Veterans Affairs, and hopefully will be chosen for the Committee on Foreign Affairs.

13. Selection of Mayor

Town Clerk Anderson accepted nominations for Mayor

Council Member Huntington moved to nominate Council Member Abel to serve as Mayor for 2013. Council Member Lombardo seconded. Motion carried 4-0.

14. Selection of Mayor Pro Tem.

Mayor Abel accepted nominations for Mayor Pro Tem.

Council Member Rowe moved to nominate Council Member Lombardo to serve as Mayor Pro Tem for 2013. Council Member Huntington seconded. Motion carried 4-0.

15. Presentations to outgoing Mayor

Mayor Abel presented a gavel plaque to Outgoing Mayor Rowe.

Council Member Rowe thanked everyone for their patience as she learned on the job, noting it was an honor to represent everyone and thanked all for a great year.

Town Manager Nuaimi thanked Mayor Rowe on behalf of the entire staff stating it was a rewarding and tough year to be Mayor and she has done a fantastic job leading the Town

DEPARTMENT REPORTS

16. San Bernardino Associated Governments (SANBAG) Contract No. C13066,

Property Assessed Clean Energy Program (PACE)

Deputy Town Manager Stueckle gave a PowerPoint presentation and recommended that Council approve participation in the program and authorize signatures. The program allows SANBAG and an interested property owner to enter into a contractual agreement to finance installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently fixed to the property. SANBAG loans the property owner the funds which are repaid through an assessment on the property tax bill. It was noted there are no administrative responsibilities or costs to the Town.

Ramon Mendoza, Yucca Valley, questioned if geothermal programs will be offered noting that they take a lot of water. Mayor Abel advised that SANBAG has provided a list of things that could be applied for, noting not all items will be for all areas.

Council Member Rowe questioned where we are on developing guidelines for introducing these renewables, such as wind energy, into our community. Deputy Town Manager Stueckle advised they are all part of the Development Code.

Council Member Huntington commented this is a win/win situation. The Town is saying yes we will participate and SANBAG carries the ball. SANBAG is trying to expand beyond just the transportation mode and more into the Council of Governments function.

Council Member Lombardo stated it sounds like a great program and highly encouraged residents to participate.

Council Member Rowe moved to approve participation in SANBAG's PACE program, and authorize the Mayor, Town Manager, and Town Attorney to sign contract No. C13066. Council Member Huntington seconded. Motion carried 4-0.

17. Town Website – Community Video Tours

Community Services Director Schooler reported the item is regarding renewal of the agreement with CGI Communications for video tours displayed on the Town's website. The service is offered at no cost to the Town. Staff is requesting concurrence on continuing the program for the next 3 years, and any suggestions on changes or additions to the program.

Margo Sturges, Yucca Valley, spoke in opposition, stating she does not think this does a service to the community, objected to the advertisements, and suggested the videos should be on the Yucca Valley Chamber of Commerce website.

Council Member Rowe questioned who sells the advertising. Town Manager Nuaimi advised that CGI does. Council Member Rowe questioned how often they solicit advertising. Council Member Lombardo advised they haven't approached him for 3 years now. Community Services Director Schooler added they canvass heavily in the beginning of the cycle and respond to inquiries after that.

Council Member Huntington stated the advertisements pay for service and it is free to us, noting that if the Chamber wants to use the videos also, he doesn't see any problem with duplication. He does think the videos lacking and there is a need for some guidance on what the Council would like to see. He suggested maybe a small committee be put together to work on the content.

Council Member Lombardo advised it is a program that can be used well if we update it and put a little more effort in the videos.

Mayor Abel questioned if this item is time sensitive and if anyone else would provide the service. Community Services Director Schooler advised the Town has not been approached by anyone else, adding that CGI does let us review the videos. The sooner we start, the sooner we have an opportunity to update them.

Council Member Huntington moved to approve the renewal of the agreement with CGI Communications, with the stipulation that some form of committee be formed to give input and provide direction to staff regarding any desired changes to the program. Council Member Rowe seconded. Motion carried 4-0.

Upon discussion it was recommended the committee be made up of 4-5 people with someone from the Parks, Recreation and Cultural Commission, Someone from DRTA and other members that staff feels may be appropriate. Council Member Huntington advised he would sit on the committee.

PUBLIC COMMENT

Stanley Zarakov, Yucca Valley, read a letter regarding the need for Council support of a citizen's grass roots clipboard brigade to get a special tax initiative on a ballot.

Meredith Jones, Yucca Valley, requested Council endorsement for a grass roots clipboard brigade to place a sales tax measure on a future ballot.

Ramon Mendoza, Yucca Valley, commented regarding various issues within the town and suggested there is a need for a Town ordinance and Code Enforcement action regarding septic seepage.

STAFF REPORTS AND COMMENTS

None

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

18. Council Member Rowe

Commended the Christmas tree lighting ceremony and thanked staff and all who participated.

Thanked the Council for the opportunity to serve as Mayor.

Thanked Congressman Elect Cook for joining the Council tonight and administering the Oath of Office.

19. Council Member Huntington

Echoed comments regarding the Christmas tree lighting ceremony.

Congratulated Mayor Abel and Mayor Pro Tem Lombardo and thanked Council Member Rowe for her representation this past year, noting she did it with grace.

Congratulated the Hi Desert Water District for 50 years of service.

20. Mayor Pro Tem Lombardo

Congratulate Mayor Abel.

Thanked Council Member Rowe for serving as Mayor for the past year, noting it was a tough time.

Stated the Christmas tree lighting ceremony was awesome.

Stated he is looking forward to what going to happen this year, and is anxiously looking forward to solving the problems with the needed sewer.

21. Council Member Abel

Stated he appreciates the honor to serve as the Town's 16th Mayor, appreciates the two Mayors he has worked with, and looks forward to working with Mayor Pro Tem Lombardo.

Thanked his wife Dory and his children for their support.

ANNOUNCEMENTS

Next Town Council Meeting, Tuesday, December 18, 2012, 6:00 p.m.

CLOSING ANNOUNCEMENTS

Town Manager Nuaimi read a text message that was forwarded from staff, from a grandmother advising what the activities this weekend with Santa Clause meant to her grandchild who is separated from his parents. He noted you can't put a value on something like that, and thanked staff for everything they do to deliver service and a quality of life that is second to none in this region. He wished all a healthy holiday season as we move toward year end.

ADJOURNMENT

There being no further business the meeting was adjourned at 7:18 p.m.

Respectfully submitted,

Jamie Anderson, MMC
Town Clerk



SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

November 2012 Summary

ADMINISTRATIVE MONTHLY REPORT

The County Fire Department responded to a total of 381 requests for assistance within our town boundaries. Division wide responses for the South Desert during the Month of November were 582 incidents.

EMERGENCY RESPONSES

ESTIMATED FIRE LOSS (In dollars)

Total Loss	\$	2,900	Value	\$	801,200
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RESPONSES OTHER THAN FIRES

Fires	7
Rupture / Explosion	0
EMS / Rescue	298
Hazardous Condition	0
Service Calls	44
Good Intent Calls	27
False Call	2
Other	0

ALARMS – ALL TYPES

Yucca Valley Response Area

2012 Year-to-Date

TOTAL NON-FIRE RESPONSE.....	4,299
TOTAL FIRE RESPONSES.....	107
TOTAL ALARMS	4,406

Significant Events:

- Veteran’s Day Observed with Engine Companies participating in local events.
- Division-wide focus on Firefighter Survival Training and Rapid Intervention Crew Training (Firefighter Rescue). Community agencies jointly trained on this low frequency/high risk task.
- Fire loss attributed to 1 vehicle fire, cooking fire, and equipment fire.



SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

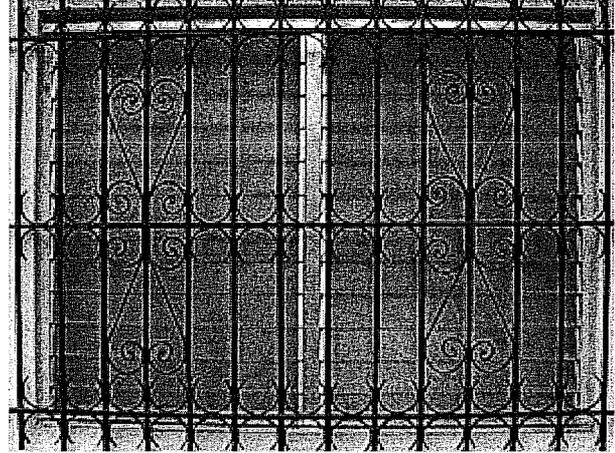
Security Bars

Security Bars Can Be Deadly!

Security bars over windows or doors can prevent escape from fire and delay firefighters' rescue attempts.

Security bars may help to keep your family safe from intruders, but they can also trap you in a deadly fire!

In April 1997, nine family members died in a house fire in E. Palo Alto, California. In February 1997, four children perished in Tampa, Florida. In December 1996, a family of five died in Bessemer, Alabama, and five Los Angeles children lost their lives. This is only a sampling of the total, yet in all of these incidents, security bars on windows and locked doors prevented escape from the fire and also inhibited firefighters' rescue attempts.



Security bars on doors and windows must have quick release devices to allow them to be opened immediately in an emergency.

These devices operate from the inside and allow the bars to be opened for emergency escape without compromising the security of your home. The quick release devices should be easy to operate without the use of a key, detailed knowledge or great physical effort. Make sure everyone in the family understands and practices how to properly operate and open locked or barred doors and windows.

If you have security bars without quick-release devices, remove or replace them. Don't wait until it's too late!

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Date: December 12, 2012
For Council Meeting: December 18, 2012

Subject: Library Lease Amendment – Exercise of 5th Option to Extend

Prior Council Review: The Town Council entered into a lease agreement with the County of San Bernardino Library effective February 1, 2003. The County has exercised options to extend and the Council subsequently approved the first, second, third and fourth amendments which extended the term through January 31, 2013.

Recommendation: That the Town Council approves the fifth amendment to the library lease agreement between the Town and the County at a rate of \$2,063 per month, and authorize the Mayor to sign all necessary documents.

Order of Procedure:

- Staff Report
- Public Comment
- Discussion
- Questions
- Motion
- Roll Call Vote (Consent Agenda Matter)

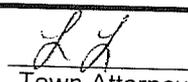
Discussion: The Town Council entered into a lease agreement with the County of San Bernardino Library effective February 1, 2003. The Council subsequently approved four individual amendments to the lease to extend the term through January 31, 2013. The current lease agreement provides for the lease of the 8,252 square-foot library facility to the County for \$2,000 per month. The recommended action in this report will provide for a fifth amendment which will continue the term of the lease for another two year period until January 31, 2015.

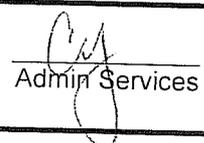
The Lease Agreement provides the framework for lease term review and modification as needed. The lease rate has not been updated in any of the previous four amendments. In the proposed fifth amendment, Town staff is recommending an increase of three percent to the current lease rate to accommodate increased site maintenance costs. County has indicated agreement with the modification of the terms, and the attached amendment reflects the proposed increase.

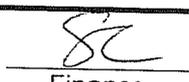
Alternatives: None recommended.

Reviewed By:


Town Manager


Town Attorney


Admin Services


Finance

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Item

Fiscal impact: The Town will receive monthly lease payments in the amount of \$2,063, or \$24,756 annually. This represents a lease rate of \$0.25/sq-ft. Included in the lease, the Town pays for electricity, water, and natural gas costs. Essentially, this agreement provides Town-subsidized facilities for library services to the region.

Attachments:

1. Fifth Amendment
2. Original Lease Agreement



FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code		SC	Dept. RNT	A	Contract Number	
<input checked="" type="checkbox"/> Change	TOWNOFY145					03-586 A-5	
<input type="checkbox"/> Cancel			ePro Vendor Number		ePro Contract Number		
County Department			Dept.	Orgn.	Contractor's License No.		
Real Estate Services			RNT	RNT			
County Department Contract Representative				Telephone		Total Contract Amount	
David H. Slaughter, Director				(909)387-5252		\$289,512.00	
<input type="checkbox"/> Revenue		<input checked="" type="checkbox"/> Encumbered		Contract Type		<input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:	
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
96164		2/1/2003		1/31/2015		\$240,000.00	\$49,512.00
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount	
AAA	RNT	RNT	200	2095	60000169	\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Project Name				Estimated Payment Total by Fiscal Year			
YUCCA VALLEY - LIBRARY				FY		FY	
57098 Twentynine Palms Hwy.				Amount		Amount	
				I/D		I/D	

County of San Bernardino
FAS
STANDARD CONTRACT

FIFTH AMENDMENT

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and the City of Yucca Valley, hereinafter called LANDLORD.

City of Yucca Valley
Address
57098 Twentynine Palms Highway
Yucca Valley, CA 92284
Telephone
(909) 369 - 7207
Federal ID No. or Social Security No.

hereinafter called LANDLORD

THE PARTIES HEREBY AGREE AS FOLLOWS:

Space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, termination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the COUNTY and LANDLORD have previously entered into a Lease Agreement, Contract No. 03-586, wherein LANDLORD agreed to lease certain property to the COUNTY; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease Agreement, Contract No. 03-586 to reflect the COUNTY'S exercise of its one two-year option extending the term through January 31, 2015.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease Agreement, Contract No. 03-586, is amended as follows:

1. EXTEND the term of the Lease as provided in Paragraph 3, TERM, from February 1, 2013 through January 31, 2015.

Controller/Treasurer Tax Collector Use Only

Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

2. Effective February 1, 2013, DELETE the existing **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT:** COUNTY shall pay to LANDLORD monthly rental payments of Two Thousand Sixty Three and 00/100 Dollars (\$2,063.00) in arrears on the last day of the month, commencing February 1, 2013 and continuing through January 31, 2015.

3. CHANGE that portion of the existing **Paragraph 25, NOTICES**, which now reads:

COUNTY'S Address: "... Internal Services Group
Real Estate Services Department
825 East Third Street, Room 207
San Bernardino, CA 92415-0832 ..."

to read: "... Real Estate Services Department
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180 ..."

4. All other provision and terms of the Lease Agreement, Contract No. 03-586, as previously amended, shall remain the same and are hereby incorporated by reference.

END OF FIFTH AMENDMENT.

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

Dated: _____

Name: Merl Abel

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

Title: Mayor

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

Dated: _____

By _____
Deputy

Address: 57090 Twentynine Palms Highway
Yucca Valley, CA 92284

Approved as to Legal Form

Alan L. Green, Deputy County Counsel
Date _____

Reviewed by Contract Compliance

Date _____

Presented to BOS for Signature

Department Head
Date _____

LEASE AGREEMENT

WHEREAS, on January 24, 1972, a Joint Powers Agreement was created between the COUNTY OF SAN BERNARDINO (COUNTY) and the YUCCA VALLEY PARK AND RECREATION DISTRICT (DISTRICT) creating the Yucca Valley Community Center Authority to issue bonds and construct, maintain, operate and lease library, community center and museum; and,

WHEREAS, on November 2, 1972, the COUNTY signed a sublease agreement for 5,200 square feet of office space constructed under the Joint Powers Agreement for the Library, other COUNTY and Town offices at 57098 Twentynine Palms Highway, Yucca Valley, California; and,

WHEREAS, in 1986, other County departments vacated an additional 3,052 square feet which was then added to the Library, and the Library now occupies 8,252 square feet; and,

WHEREAS, under the terms of the Joint Powers Agreement, the COUNTY would pay its prorata share of the bond payments for 30 years or until the original bond was paid off; and,

WHEREAS, the COUNTY completed its obligation to pay bond payments on November 2, 2002, and at completion of payment all facilities reverted to ownership by the DISTRICT which upon incorporation of the TOWN OF YUCCA VALLEY (TOWN) in 1991 became a part of the TOWN; and,

WHEREAS, it is now necessary to enter into a new agreement with the TOWN for the leasing of 8,252 square feet for use as a County Library.

NOW, THEREFORE, the parties agree to the following:

1. **PARTIES:** This lease ("Lease") is made between the Town of Yucca Valley ("LANDLORD"), and the County of San Bernardino ("COUNTY"), who agree as follows:
2. **PREMISES LEASED:** LANDLORD leases to COUNTY and COUNTY leases from LANDLORD 8,252 square feet of building, real property, and other improvements located at 57098 Twentynine Palms Highway, Yucca Valley, California ("Premises"), as described in Exhibit "A", Premises Specifications.
3. **TERM:** The Lease's initial term ("Initial Term") shall commence on February 1, 2003 ("Commencement Date") and end on January 31, 2005 ("Ending Date").
4. **RENT:** COUNTY shall pay to LANDLORD monthly rental payments of Two Thousand and 00/100 Dollars (\$2,000.00) in arrears on the last day of each month, commencing when the term commences and continuing during the term:
5. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for six (6) two-year periods ("extended terms") following expiration of the initial term, by COUNTY

giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to Paragraph 7, **HOLDING OVER**. The rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

6. **RETURN OF PREMISES:** The COUNTY agrees that it will, upon any termination of this Lease, return the Premises in as good condition and repair as the Premises now are or shall hereafter be put; reasonable wear and tear excepted.

7. **HOLDING OVER:** In the event the COUNTY shall hold over and continue to occupy the Premises with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including rent, as existed and prevailed at the time of the expiration of the term of this Lease.

8. **TAXES:** LANDLORD shall pay all real property taxes, and general and special assessments levied and assessed against the Premises.

9. **USE:** COUNTY shall occupy and use the Premises during the term hereof for the purposes of COUNTY business.

10. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:** As a condition precedent to the existence of this Lease, COUNTY, at its sole expense will ensure the portion of Premises used by COUNTY meet the applicable requirements of the Health, Safety, Fire and Building Codes for public and governmental buildings, including any requirements for a notice of completion, certificate of occupancy and the Americans with Disabilities Act ("ADA"). Additionally, to the best of LANDLORD's knowledge, LANDLORD's improvements on or in the Premises which have been constructed or installed by LANDLORD or with LANDLORD's consent or at LANDLORD's direction shall comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances in effect on the Commencement Date. LANDLORD also warrants to COUNTY that LANDLORD has no knowledge of any claim having been made by any governmental agency that a violation or violations of applicable building codes, regulations, or ordinances exist with regard to the Premises as of the Commencement Date.

11. **SIGNS:** COUNTY will display from the windows and/or marquee of the Premises only such sign or signs as are not prohibited by law.

12. **MAINTENANCE:**

a. Except as specifically provided in subparagraph 12c, below, LANDLORD at its cost shall perform such inspections, maintenance and repairs as are necessary to ensure that all portions of the Premises, including but not limited to the following, are at all times in good repair and safe condition:

(1) The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring, and roof; and,

(2) The electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems owned or controlled by LANDLORD lying outside the Premises; and,

(3) Window frames, gutters, and downspouts on the building and other improvements that are a part of the Premises; and,

(4) Heating, ventilation and air conditioning (HVAC) systems servicing the Premises (additionally, air-conditioning and heating filters are to be changed quarterly); and,

(5) The grounds, including all parking areas and outside lighting, grass, trees, shrubbery and other flora; and,

(6) The fire suppression equipment attached to the facility; and,

b. Without in any way affecting LANDLORD's duty to inspect, maintain and repair the Premises and regardless of whether any specific notice of need for maintenance or repair is provided to LANDLORD by the COUNTY, the COUNTY may request specific maintenance or repairs specified in Paragraph 12.a. Any such request may be made orally, by telephone or otherwise. If, (a) COUNTY gives notice to LANDLORD of a condition requiring maintenance or repairs, and LANDLORD does not commence the performance of its maintenance or repair obligations within thirty (30) days of receiving such notice, or does not diligently prosecute its obligations to completion thereafter, or (b) in the case of an emergency, whether or not COUNTY has given notice to LANDLORD, LANDLORD does not immediately perform its obligations, COUNTY can perform the obligations and have the right to be reimbursed for the sum COUNTY actually and reasonably expends (including charges for COUNTY employees and equipment) in the performance of LANDLORD's obligations. The sum expended by COUNTY shall be due from LANDLORD to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. COUNTY shall forward to LANDLORD receipts and/or documentation supporting the amount withheld.

c. COUNTY, at its cost, shall service the fire extinguishers, provide janitorial services, and keep the interior of the Premises in a clean and orderly condition, reasonable wear and tear excluded.

d. In the event LANDLORD determines a need for major maintenance or capital improvements to the Premises, COUNTY's contribution, if any, is to be negotiated on a case-by-case basis.

13. **ALTERATIONS:** COUNTY shall not make any structural or exterior improvements or alterations to the Premises without LANDLORD's consent. Any such alterations shall remain on and be surrendered with the Premises on expiration or termination of the Lease.

14. **FIXTURES:** COUNTY shall have the right during the term(s) of this Lease to install shelving and fixtures, and make interior, non-structural improvements or alterations in the Premises. Such shelving, fixtures, improvements, and alterations shall remain the property of the COUNTY and may be removed by the COUNTY during the term(s) of this Lease or within a reasonable time thereafter, provided that the COUNTY restores the Premises to the condition as it existed at the commencement of this Lease, reasonable wear and tear excluded, or the COUNTY in its sole discretion may elect to surrender all or any part of such shelving, fixture, improvements and alterations to the LANDLORD, in which case COUNTY shall have no duty to restore the Premises. Any such election to surrender must be in writing, but need not be accepted by LANDLORD to be effective.

15. **UTILITIES:** LANDLORD shall furnish to the Premises and pay all service charges and related taxes for electric, gas, water, sewer, trash, fire alarm service and all other utilities for the Premises and the building housing the Premises. COUNTY shall furnish and pay for its vending machines and its own telephone service including pay telephones.

16. **HOLD HARMLESS:**

a. The LANDLORD agrees to indemnify and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of LANDLORD's obligations under this Lease. The LANDLORD's indemnification obligation shall survive the COUNTY's tenancy. The insurance provisions in **Paragraph 17, INSURANCE**, shall not be interpreted in a manner that limits the indemnification obligation.

b. The COUNTY agrees to indemnify and hold harmless the LANDLORD and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of COUNTY's obligations under this Lease. The COUNTY's indemnification obligation shall survive the COUNTY's tenancy. The insurance provisions in **Paragraph 17, INSURANCE**, shall not be interpreted in a manner that limits the indemnification obligation.

c. In the event the COUNTY and/or the LANDLORD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Lease, the COUNTY and/or LANDLORD shall indemnify the other to the extent of its comparative fault.

d. Furthermore, if the COUNTY or LANDLORD attempts to seek recovery from the other for Workers Compensation benefits paid to an employee, the COUNTY and LANDLORD

agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

17. INSURANCE:

a. COUNTY is a public entity and is self-insured.

b. Without in any way affecting the indemnity herein provided and in addition thereto, the LANDLORD shall secure and maintain throughout the Lease the following types of insurance with limits as shown. LANDLORD may meet its insurance requirements through a State approved self-insurance program:

(1) Workers' Compensation: A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) limits, covering all persons providing services on behalf of the LANDLORD and all risks to such persons under this agreement.

If LANDLORD has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the COUNTY's Risk Manager.

If LANDLORD is a non-profit corporation organized under California or Federal law, volunteers for the LANDLORD are required to be covered by Workers' Compensation insurance. If the COUNTY's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

(2) Comprehensive General and Automobile Liability Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00).

(3) Fire Insurance: Standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements to the extent of at least sixty percent (60%) of the full replacement value of the Premises.

c. Additional Named Insured: All policies, except for Workers' Compensation, shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of this agreement.

d. Waiver of Subrogation Rights: LANDLORD shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

e. Policies Primary and Non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

f. Proof of Coverage: LANDLORD shall immediately furnish certificates of insurance to COUNTY, evidencing the insurance coverage, including endorsements, above required prior to occupying the Premises and the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the COUNTY, and LANDLORD shall maintain such insurance from the time of occupancy and commencement of performance of services hereunder until the completion of such occupancy. Within sixty (60) days of the commencement of this agreement, the LANDLORD shall furnish certified copies of the policies and all endorsements.

g. Insurance Review: The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk. Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. LANDLORD agrees to execute any such amendment within thirty (30) days of receipt.

h. Failure to Have Insurance: In the event COUNTY receives a notice of cancellation concerning any of the required policies, or should LANDLORD fail to have in effect the required coverage at any time during this Lease, COUNTY may give notice to LANDLORD to immediately suspend all LANDLORD activities on the Premises and/or notice to reinstate or acquire the affected coverage. Should LANDLORD fail to reinstate or acquire the affected coverage within ten (10) days of COUNTY's notice to reinstate or acquire such coverage, COUNTY, in its sole discretion, may either; (a) terminate this Lease immediately upon written notice to LANDLORD, or, (b) reinstate or acquire the affected coverage, in which case LANDLORD shall reimburse COUNTY for the sum paid to reinstate or acquire the coverage. The sum paid by COUNTY shall be due from LANDLORD to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. COUNTY shall forward to LANDLORD receipts and/or documentation supporting the amount withheld.

(including charges for COUNTY's employees and equipment), the sum paid by COUNTY shall be due from LANDLORD to COUNTY within thirty (30) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.

21. **COUNTY'S DEFAULT:** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by COUNTY:

a. The vacating for more than thirty (30) consecutive days or abandonment of the Premises by COUNTY.

b. The failure by COUNTY to perform any material provisions of this Lease to be performed by COUNTY, including the payment of rent, where such failure shall continue for a period of thirty (30) days after notice by LANDLORD to COUNTY; provided, however, that if the nature of COUNTY's default is such that more than thirty (30) days are reasonably required for its cure, then COUNTY shall not be deemed to be in default if COUNTY commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

22. **LANDLORD'S REMEDIES ON COUNTY'S DEFAULT:**

a. In the event of any default by COUNTY, which is not cured by COUNTY, LANDLORD may, at its election, terminate this Lease by giving COUNTY thirty (30) days notice of termination. The purpose of this notice requirement is to extend the notice requirement of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this paragraph, LANDLORD shall have the right to recover from COUNTY only the following amounts for any and all damages, which may be the direct or indirect result of such default:

(1) The worth, at the time of the award, of the unpaid rent that has been earned at the time of termination of this Lease; and,

(2) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that LANDLORD proves could not have been reasonably avoided; and,

(3) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that LANDLORD proves could not have been reasonably avoided; and,

(4) Any other amount necessary to compensate LANDLORD for all detriment proximately caused by COUNTY's default which LANDLORD proves could not have been reasonably avoided.

(5) "The worth, at the time of the award," as used in subparagraphs a(1) and a(2) of this paragraph, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in subparagraph a(3) of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

b. Notwithstanding subparagraph a, above, on any termination of the Lease for default pursuant to this paragraph, the amount LANDLORD shall have the right to recover from COUNTY for any and all damages which may be the direct or indirect result of such default shall not exceed the amount LANDLORD would have been entitled to receive had the COUNTY terminated the Lease under Paragraph 39, COUNTY'S RIGHT TO TERMINATE LEASE.

23. LANDLORD'S ACCESS TO PREMISES: LANDLORD and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether the Premises are in good condition; and,
- b. To do any necessary maintenance and to make any restoration to the Premises that LANDLORD has the right or obligation to perform; and,
- c. To serve, post, or keep posted any notices required by law; and,
- d. To post "for sale" signs at any time during the term, to post "for rent" or "for Lease" signs during the last three (3) months of the term; and,
- e. To show the Premises to prospective brokers, agents, buyers, tenants, lenders or persons interested in an exchange, at any time during the term.

LANDLORD shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to COUNTY.

24. NOTICES:

a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

LANDLORD's address: Town of Yucca Valley
Attn: Dave Munro
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

COUNTY's address: Internal Services Group
Real Estate Services Department
825 East Third Street, Room 207
San Bernardino, CA 92415-0832

b. If, at any time after the COUNTY accepts the Premises, the LANDLORD assigns or transfers a non-controlling interest of its rights in the Premises to a third party, LANDLORD must notify COUNTY of its action at least fifteen (15) COUNTY working days prior to completing any such action.

c. If, at any time after the COUNTY accepts the Premises, the LANDLORD assigns or transfers a controlling interest of its rights in the Premises to a third party, LANDLORD must notify COUNTY of its action at least fifteen (15) COUNTY working days prior to completing any such action. The new owner must provide COUNTY with evidence of completion of such action. The parties shall immediately execute an amendment to this Lease stating the change of ownership of the Premises.

(1) Within fifteen (15) COUNTY working days of completing any action which affects a change in the ownership of the Premises, the new owner must provide COUNTY evidence of obtaining insurance in compliance with **Paragraph 17, INSURANCE**.

25. **INCORPORATION OF PRIOR AGREEMENT:** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

26. **WAIVERS:** No waiver by either party of any provisions of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

27. **AMENDMENTS:** No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this Lease.

28. **SUCCESSORS:** This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

29. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Lease or any other portion thereof.

30. **TIME OF ESSENCE:** Time is of the essence of each provision of this Lease which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.

31. **QUIET ENJOYMENT:** Subject to the provisions of this Lease and conditioned upon performance of all the provisions to be performed by COUNTY hereunder, LANDLORD shall secure to COUNTY during the Lease term the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.

32. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

33. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold or delay such consent or approval.

34. **EXHIBITS:** All exhibits referred to are attached to this Lease and incorporated by reference.

35. **LAW:** This Lease shall be construed and interpreted in accordance with the laws of the State of California.

36. **VENUE:** The parties acknowledge and agree that this Lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be the Joshua Tree District, San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Lease is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Joshua Tree District of San Bernardino County.

37. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against the COUNTY, including such costs and attorneys' fees payable under Paragraph 16, HOLD HARMLESS, Paragraph 46, PUBLIC RECORDS DISCLOSURE, and Paragraph 45, HAZARDOUS SUBSTANCES.

38. **JURY TRIAL WAIVER:** LANDLORD and COUNTY hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either LANDLORD against COUNTY or COUNTY against LANDLORD on any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of LANDLORD and COUNTY, COUNTY's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

39. **COUNTY'S RIGHT TO TERMINATE LEASE:** The COUNTY and LANDLORD shall have the right to terminate this Lease at any time whenever COUNTY or LANDLORD, in their sole discretion, determine it would be in their best interests to terminate this Lease. Either party shall give the other notice of any termination pursuant to this paragraph at least one hundred eighty (180) days prior to the date of termination. In the event either party terminates this Lease pursuant to this paragraph, the LANDLORD shall have the right to receive from COUNTY only the rent which will have been earned at the date of termination.

40. **CAPTIONS, TABLE OF CONTENTS AND COVER PAGE:** The paragraph captions, table of contents and the cover page of this Lease shall have no effect on its interpretations.

41. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the term of this Lease, will survive the termination of this Lease.

42. **FORMER COUNTY OFFICIALS:**

a. LANDLORD agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent LANDLORD. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of LANDLORD. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "B", List of Former County Officials.)

b. If during the course of the administration of this lease, the COUNTY determines that the LANDLORD has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this lease may be immediately terminated. If this lease is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies.

43. **BROKER'S COMMISSIONS:** LANDLORD is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with this Lease.

44. **HAZARDOUS SUBSTANCES:**

a. LANDLORD hereby represents and warrants that, to the best of LANDLORD's actual knowledge, information and belief: (i) the Premises have not been exposed to Hazardous Substances and are presently free of all Hazardous Substances; (ii) neither the LANDLORD nor any of the other current tenants, if any, on the property of which the Premises forms a part is in violation or subject to an existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation, ordinance or other

legislation pertaining to air, water, or soil quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances; (iii) any handling, transportation, storage, treatment or use of toxic or Hazardous Substances to date has been in compliance with applicable laws; and (iv) no reportable use has occurred on the Premises to date, and the soil, groundwater and vapor on or under the Premises is free of Hazardous Substances as of the Commencement Date.

b. LANDLORD shall indemnify, protect, defend and hold COUNTY, its agents and employees and the Premises, harmless from and against any and all losses and/or damages, liabilities, judgments, costs, claims, expenses, penalties, including attorneys' and consultant's fees, arising out of or involving the existence of any Hazardous Substances located in, about or under the Premises prior to the Commencement Date of this Lease. LANDLORD's obligations under this paragraph shall not include the effects of any contamination or injury to person, property or the environment created or suffered by COUNTY, and the cost of investigation, removal, remediation, restoration and/or abatement thereof, provided that LANDLORD proves the COUNTY created or suffered the contamination or injury to person, property or the environment. LANDLORD's obligations under this provision shall survive the expiration or early termination of this Lease. No termination, cancellation or release agreement entered into by COUNTY and LANDLORD shall release LANDLORD from its obligations under this Lease with regard to Hazardous Substances unless specifically agreed to by COUNTY in writing.

c. For the purposes of this paragraph, the following definitions shall apply:

(1) "Hazardous Substance," as used in this Lease, shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of LANDLORD or COUNTY under any applicable statute or common law theory.

(2) "Reportable use" shall mean (i) the installation or use of any above- or below-ground storage tank; (ii) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties.

(3) The term "applicable requirements" shall be deemed to refer to all applicable laws, covenants or restrictions of record, building codes, regulations and ordinances.

45. **PUBLIC RECORDS DISCLOSURE:** All information received by the COUNTY from the LANDLORD or any source concerning this Lease, including the Lease itself, may be treated by the COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). LANDLORD understands that although all materials received by the COUNTY in connection with this Lease are intended for the exclusive use of the COUNTY, they are potentially subject to

disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a LANDLORD has reasonably requested COUNTY to hold in confidence is made to the COUNTY, the COUNTY shall notify the LANDLORD of the request and shall thereafter disclose the requested information unless the LANDLORD, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COUNTY a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the COUNTY harmless in any/all actions brought to require disclosure. LANDLORD waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COUNTY fails to notify LANDLORD of any such disclosure request and/or releases any information concerning the contract received from the LANDLORD or any other source.

46. **CONDITION OF PREMISES:** LANDLORD shall deliver the Premises to COUNTY "As Is". To the best of LANDLORD's knowledge, LANDLORD believes the plumbing, electrical systems, fire sprinkler system, lighting, air conditioning and heating systems and loading doors, if any, in the Premises are in good operating condition on the Commencement Date.

47. **CONDEMNATION:** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the Premises, or more than twenty-five percent (25%) of the portion of the Common Areas or that portion of the Premises designated for COUNTY's parking, is taken by condemnation, COUNTY may, at COUNTY's option, to be exercised in writing within thirty (30) days after LANDLORD shall have given COUNTY written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If COUNTY does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. No reduction of rent shall occur if the condemnation does not apply to any portion of the Premises. COUNTY shall be entitled to receive the following amounts of any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power: (a) one hundred percent (100%) of any amount attributable to any excess of the market value of the Premises for the remainder of the Lease Term over the present value as of the Termination Date of the Rent payable for the remainder of the Lease Term (commonly referred to as the "bonus value" of the Lease); and (b) COUNTY shall have the right to make a separate claim in the Condemnation proceeding for: (i) The taking of the amortized or undepreciated value of any trade fixtures or leasehold improvements owned by COUNTY that COUNTY has the right to remove at the end of the Lease term and that COUNTY elects not to remove; (ii) Reasonable removal and relocation costs for any trade fixtures or leasehold improvements that COUNTY has the right to remove and elects to remove (if Condemnor approves of the removal); (iii) Loss of goodwill; (iv) Relocation costs under Government Code section 7262, the claim for which COUNTY may pursue by separate action independent of this Lease; and (v) Any other amount in addition to the foregoing that the COUNTY is allowed under condemnation law. COUNTY shall have the right to negotiate directly with Condemnor for the recovery of the portion of the Award

that COUNTY is entitled to under **subparagraph (b)** of this paragraph. In the event that this Lease is not terminated by reason of such condemnation, LANDLORD shall repair any damage to the Premises caused by such condemnation authority pursuant to **Paragraph 12, MAINTENANCE**, and **Paragraph 18, DESTRUCTION OF PREMISES**.

48. **INTERPRETATIONS:** As this agreement was jointly prepared by both parties, the language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

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49. **AUTHORIZED SIGNATORS:** Both parties to this Lease represent that the signators executing this document are fully authorized to enter into this agreement.

END OF LEASE TERMS.

COUNTY OF SAN BERNARDINO

LANDLORD: TOWN OF YUCCA VALLEY

Dennis Hansberger

Dennis Hansberger, Chairman,
Board of Supervisors

By: *Susan Earnest*

Susan Earnest

Dated: JUN 24 2003

Title: Mayor

Dated: 5/23/03

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

J. RENEE BASTIAN, Clerk of the Board of Supervisors

By: *Stephanie Lamb*

Deputy

Date: JUN 24 2003

Approved as to Legal Form:
ALAN K. MARKS, County Counsel

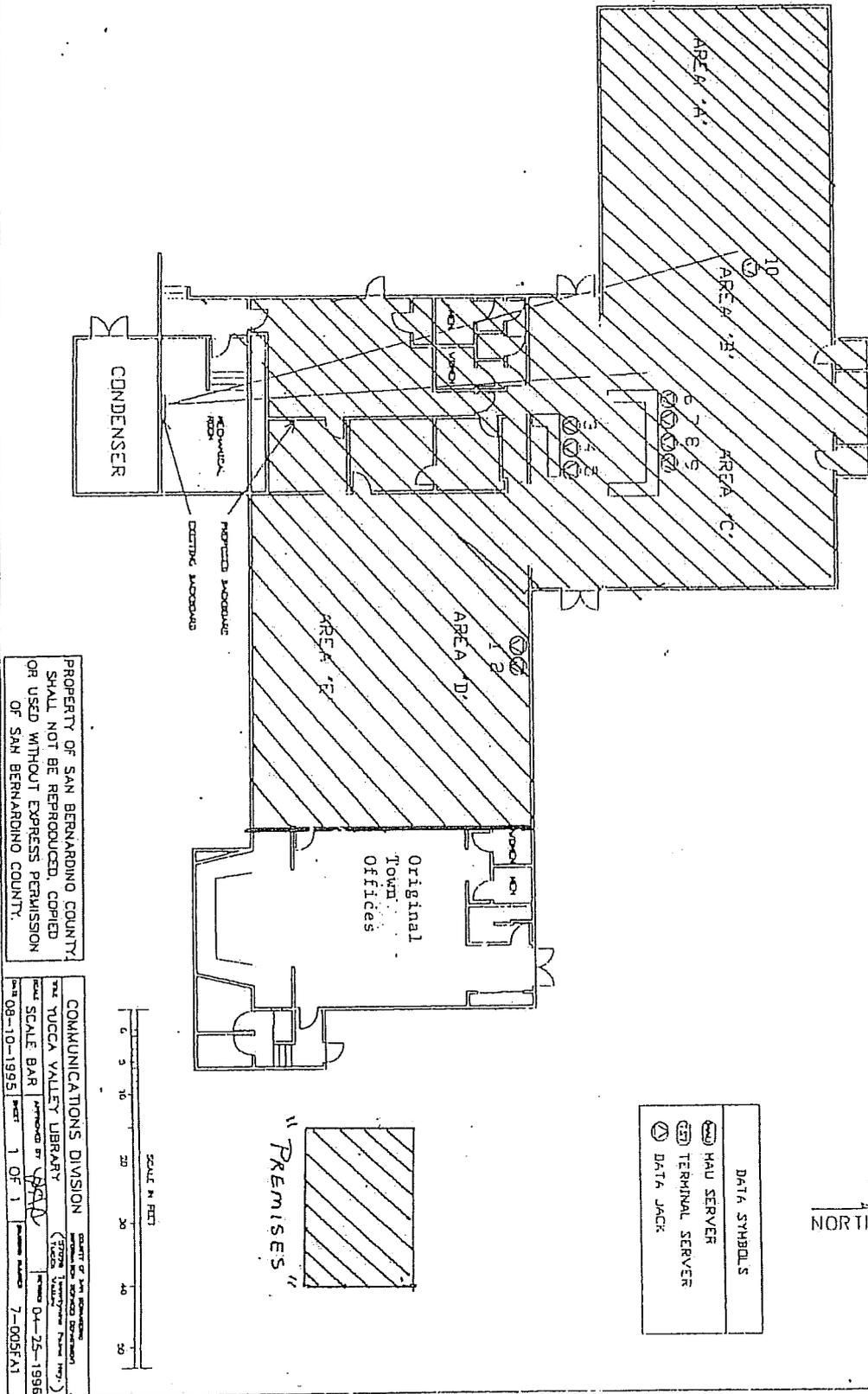
By: *Alan K. Marks*

Deputy

Dated: 5-2-03

EXHIBIT "A"

Yucca Valley Branch Library



PROPERTY OF SAN BERNARDINO COUNTY,
 SHALL NOT BE REPRODUCED, COPIED
 OR USED WITHOUT EXPRESS PERMISSION
 OF SAN BERNARDINO COUNTY.

COMMUNICATIONS DIVISION
 COUNTY OF SAN BERNARDINO
 THE YUCCA VALLEY LIBRARY (SOUTH Yucca Valley)
 SCALE BAR prepared by [Signature] revised 04-25-1996
 08-10-1995 page 1 OF 1 [Signature] 7-005FA1

EXHIBIT "A"

Yucca Valley Branch Library

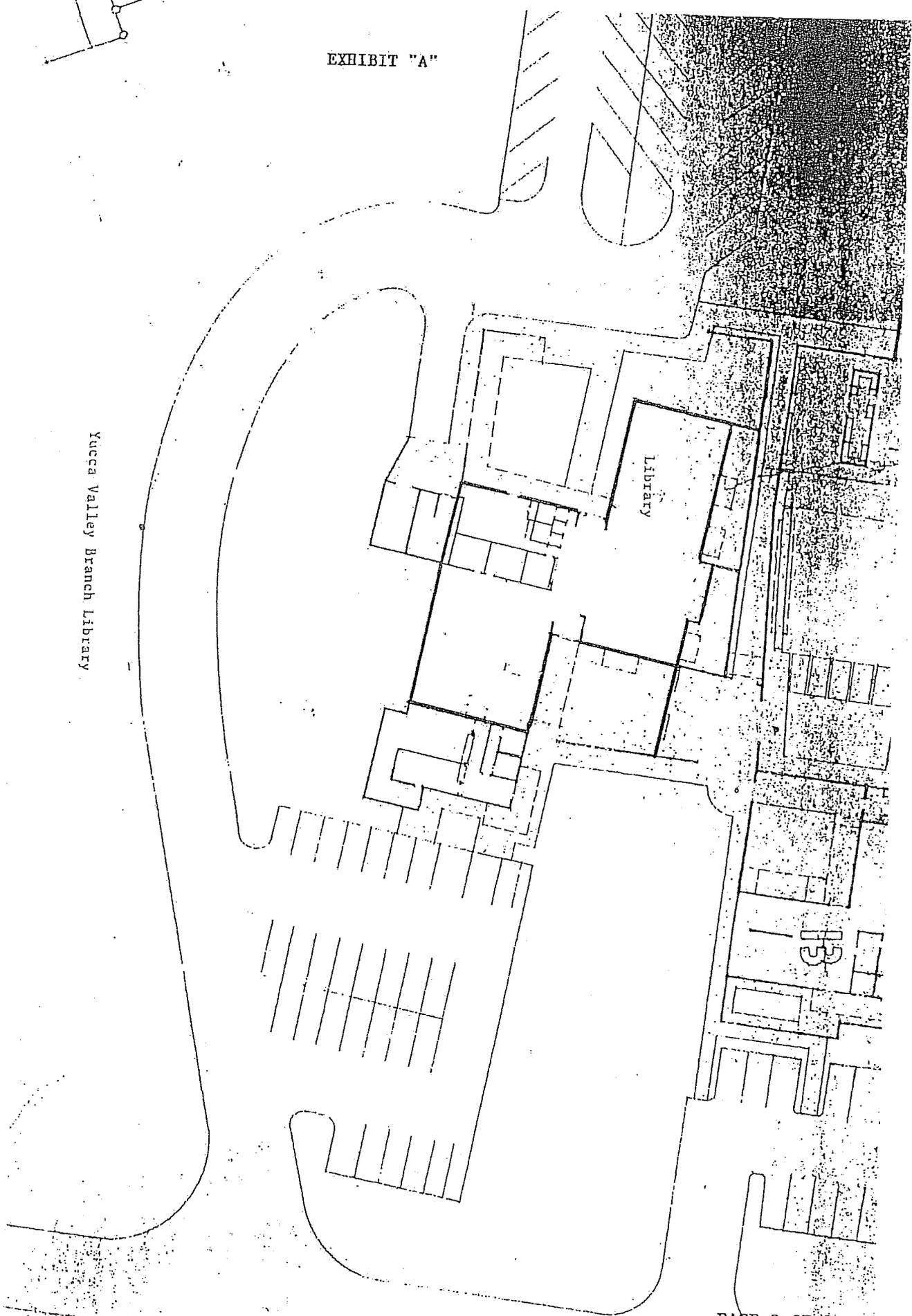


EXHIBIT "B"

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the LANDLORD, the date the Official entered LANDLORD's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
 Sharon Cisneros, Senior Accountant
Date: December 11, 2012
For Council Meeting: December 18, 2012
Subject: AB1234 Reporting Requirements

Prior Council Review: Current reimbursement policy for Council members and Redevelopment Agency members reviewed and approved by Council August 2006.

Recommendation: Receive and file the AB1234 Reporting Requirement Schedule for the month of November 2012.

Order of Procedure:

- Request Staff Report
- Request Public Comment
- Council Discussion / Questions of Staff
- Motion/Second
- Discussion on Motion
- Roll Call Vote (consent agenda)

Discussion: AB1234 requires members of a legislative body to report on "meetings" attended at public expense at the next meeting of the legislative body. "Meetings" for purpose of this section are tied to the Brown Act meaning of the term: *any congregation of a majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains.* Qualifying expenses include reimbursement to the member related to meals, lodging, and travel.

An example of when a report is required is when a Town Council member represents his or her agency on a joint powers agency board and the Town pays for the official's expenses in serving in that representative capacity. Additionally, in the spirit of AB1234, the Yucca Valley Town Council also reports all travel related to conference and training attended at public expense.

Reviewed By:


 Town Manager


 Town Attorney


 Admin Services


 Finance

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Session

Although the AB1234 report can be either written or oral, this report must be made at the next meeting of the legislative body that paid for its member to attend the meeting.

Alternatives: None.

Fiscal impact: There is no anticipated financial impact associated with the recommended approval of AB1234 reporting requirements.

Attachments: AB1234 Reporting Requirement Schedule

Town of Yucca Valley

Councilmember AB1234 Meetings Schedule Month of November 2012

<u>Date of Travel</u>	<u>Organization</u>	<u>Description</u>	<u>Location</u>
Mayor Rowe		No Reportable Meetings	
Mayor Pro Tem Abel		No Reportable Meetings	
Councilmember Huntington		No Reportable Meetings	
Councilmember Lombardo		No Reportable Meetings	
Councilmember -Vacant			



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jim Schooler, Community Services Director
 Melanie Crider, Animal Care and Control Manager
Date: December 13, 2012
For Council Meeting: December 18, 2012

Subject: Expenditure Plan for Cyla Wells' Bequest

Prior Council Review: The council accepted a bequest from Cyla Wells at the meeting of November 6, 2012, and directed staff to bring back a recommended expenditure plan consistent with the restrictions placed on the use of the funds.

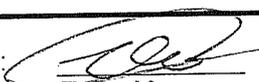
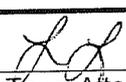
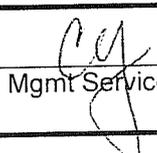
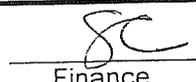
Recommendation: That the Town Council review and approve the expenditure plan for the funds donated by the estate of Cyla Wells and delegate authority to the Town Manager to transfer funds among the categories as needs arise.

Order of Procedure:

- Request Staff Report
- Request Public Comment
- Council Discussion / Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Consent Agenda)

Discussion:

Council accepted the bequest from the estate of Cyla Wells in the amount of \$302,844 on November 6, 2012, and directed staff to bring back a recommended expenditure plan. Staff reviewed the needs of the new shelter project in addition to programs promoting spay and neuter, animal care and increasing the adoption rate of impounded pets. Consequently, staff determined the best recommended use of the funds that was consistent with the donor's intentions.

Reviewed By:  Town Manager  Town Attorney  Mgmt Services  Finance

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Department Report | <input type="checkbox"/> Ordinance Action | <input type="checkbox"/> Resolution Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Consent | <input type="checkbox"/> Minute Action | <input type="checkbox"/> Receive and File | <input type="checkbox"/> Study Session |

The recommended expenditure plan for the donated funds is as follows:

Expenditure Plan

Shelter Construction Contribution	\$60,000
Sponsored Adoptions	48,000
Medical Care	84,844
Spay/neuter vouchers and other Care for animals at the shelter	
Animal Housing, Equipment and Fixtures	<u>110,000</u>
Total Bequest	<u>\$302,844</u>

Alternatives: None recommended.

Fiscal impact: The recommended action will result in the donated funds being reserved and utilized for the specific Animal Shelter programs and projects identified.

Attachments: Detailed Sample Expenditure List

CYLA WELL ESTATE BEQUEST DETAILED APPROPRIATION PLAN

Replacement Shelter Contribution

\$60,000.00

The Town has committed an additional \$60,000 towards the construction of the Replacement Animal Shelter. These additional funds will only be used if project contingency is required. Otherwise, these funds will be available for us to equip the animal shelter

Sponsored adoptions

\$48,000.00

The Town currently charges for pet adoptions. This program would provide resources for sponsored adoptions, whereby the Town would waive its costs. Staff will continue developing the criteria under which adoption charges would be waived – i.e. low-income income qualified, adopt two for the price of one, etc.

- Adult dogs (senior, hard to place, etc.) - \$100.00 each x 300 = \$30,000.00
- Cats (Adults only) - \$60.00 each x 300 = \$18,000.00

Spay/Neuter Vouchers for Cats and Dogs

\$47,500.00

Integrated with the Town's license canvassing, the Town will offer spay/neuter vouchers to Town residents who license their unaltered animals. Owners will receive both the voucher and a refund of the difference between licensing costs of unaltered vs. altered animals upon proof of procedure.

- Dogs - \$60.00 each x 500 = \$30,000.00
- Cats - \$35.00 each x 500 = \$17,500.00

Medical/Dental Care/Equipment & Supplies for Animals

\$37,344.00

Medical/Dental - Senior Pets typically all have dental problems. Costs to Animal Shelter average \$150.00 to \$200.00 each (Normal costs to citizens average \$400.00 to \$600.00)

Medical costs may also be used for injured or sick dogs/cats (that staff determine to be adoptable). As an example, treatment of Parvo may cost between \$100.00 to \$200.00.

Equipment & Supplies – As needed for replacement shelter(i.e., stainless steel examination table (one stationary and one folding); grooming table with stand, hair clippers and other grooming equipment, feral cat containers, etc.)

CYLA WELL ESTATE BEQUEST DETAILED APPROPRIATION PLAN

Shelter Shade Structures \$50,000.00

As the replacement shelter was designed, a number of shade trees were eliminated due to potential impacts to leach lines of the septic system. This results in little coverage from the elements in the Get Acquainted area. Staff has identified shade "sails" as an appropriate, low maintenance addition that would enhance the animal adoption experience.

- Main Get Acquainted Area - \$20,000.00
- South end Adoption Play Area x 3 - \$30,000.00

Cat Condos/Inserts (Adoption Room) \$30,000.00

- 22 cat condos @ \$1,100.00 each = \$24,200.00
- 22 inserts (compliant with Veterinary Recommendations) @ \$125.00 each = \$2,750.00
- Stands for cages plus tax, delivery and Installation = \$3,050.00

Horse/Livestock Pens/Corrals w/ Shade Covers (3 sided) \$10,000.00

6 foot, 6 rail Welded Wire Panels to construct four livestock pens. Includes Shelters, Clamps, gate panels. Can also be reconfigured into smaller pens to hold more animals. The current shelter has received, Goats, Sheep, pigs and fowl.

Dog Beds for Strays and Adoptables \$8,000.00

64 (metal based) Kuranda beds @ \$125.00 each = \$8,000.00

Plastic Crates/Kennels for Large Dog Transport \$2,000.00

Extra Large Crates/Kennels used to transport large dogs to veterinarian for spay/neuter or medical treatment.

About \$325.00 each x 6 crates/kennels

Chainlink Fence Slats \$2,000.00

Woven Slats for chain link fencing on south side of adoptable dog area and for night drop. Helps protect dogs from the elements - \$2,000.00

CYLA WELL ESTATE BEQUEST DETAILED APPROPRIATION PLAN

Livestock Trailer

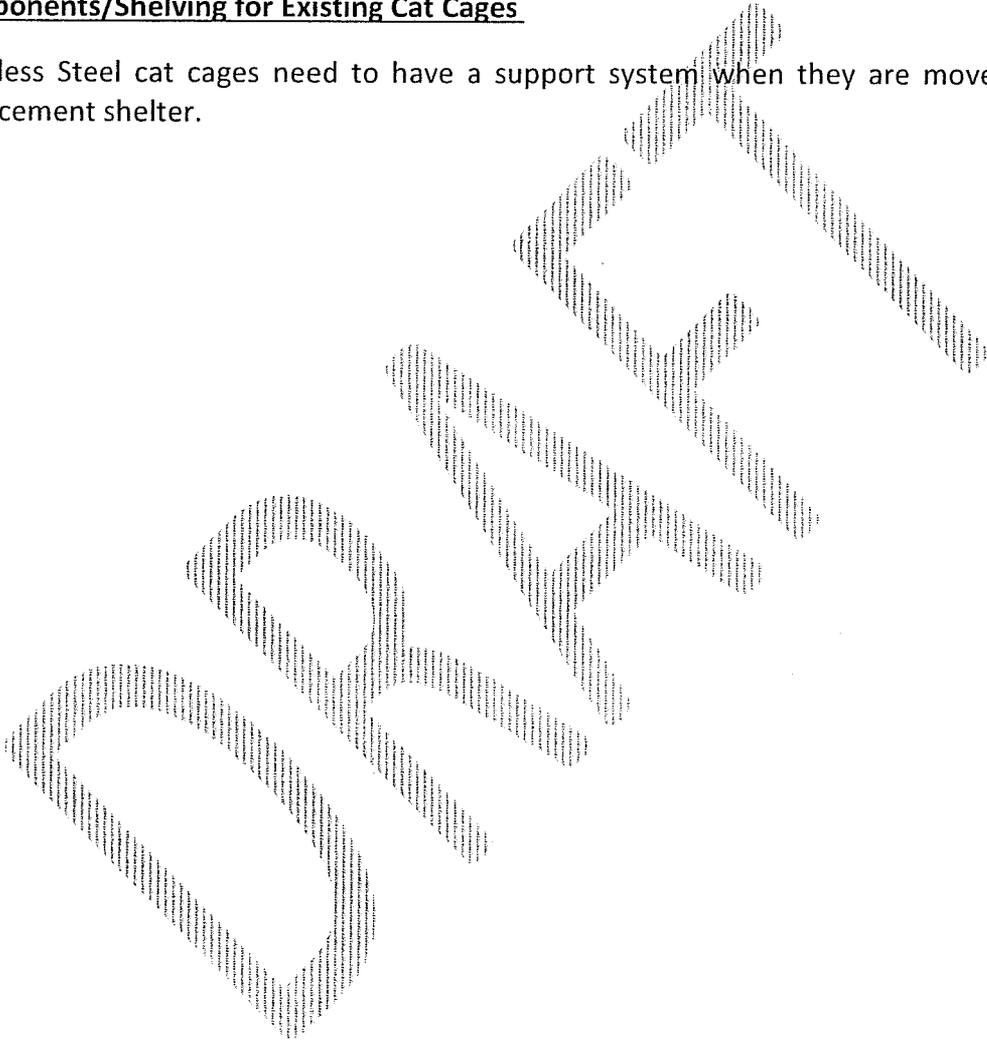
\$6,000.00

Used for transporting goats, sheep, emus, llamas, horses, etc. Estimated amount includes hitches, electrical hookup (if needed) and new tires (if needed)

Components/Shelving for Existing Cat Cages

\$2,000.00

Stainless Steel cat cages need to have a support system when they are moved over to the replacement shelter.





TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Sharon Cisneros, Senior Staff Accountant

Date: December 10, 2012

For Council Meeting: December 18, 2012

Subject: Authorized Financial Signatory Update

Recommendation: That the Town Council adopt the following resolution updating the Town's authorized signatories at Pacific Western Bank.

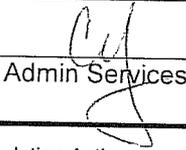
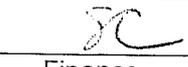
Order of Procedure:

- Request Staff Report
- Request Public Comment
- Council Discussion / Questions of Staff
- Motion/Second
- Discussion on Motion
- Call to Question
- Roll Call Vote (Consent, Consent Agenda)

Discussion:

Signatory Resolutions

The Town last updated its financial signatories in February 2011 with the adoption of Resolution 11-05. Since that time, there has been a change in Mayor, Mayor pro tem, and a personnel change within the Town staff. The proposed resolution updates the signatories to reflect current authorized council members and personnel. In keeping with the current authorization level, the following positions are authorized signatories for the bank accounts:

Reviewed By:	 Town Manager	 Town Attorney	 Admin Services	 Finance
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<input type="checkbox"/> Department Report	<input type="checkbox"/> Ordinance Action	<input checked="" type="checkbox"/> Resolution Action	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session

Pacific Western

Mayor
Town Council Member
Town Manager
Deputy Town Manager
Director of Administrative Services
Senior Accountant (* For account information, telephonic or wire transactions only)

As a reminder, there are two signatures required on all financial transactions of the Town, with the Mayor and Town Manager as primary signatories.

Alternatives: None at this time.
Fiscal Impact: None at this time.
Attachments: Pacific Western Bank Resolution

RESOLUTION NO. 12-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE TOWN TO UTILIZE PACIFIC WESTERN BANK FOR GOVERNMENTAL BUSINESS BANKING SERVICES AND UPDATING AUTHORIZED SIGNATORIES

WHEREAS, the Town of Yucca Valley desires to utilize the services of a commercial financial institution in the execution of the Town's day to day financial operations; and

WHEREAS, the Town desires to obtain these financial services at the lowest reasonable cost, and in the most efficient manner; and

WHEREAS, the Town issued a Request for Proposal for governmental business banking services, and subsequently evaluated each proposal in relation to the specifications identified in the Request for Proposal and ranked the proposals accordingly; and

WHEREAS, Pacific Western Bank was the highest ranked institution providing the required services in the most efficient manner at the lowest reasonable cost; and

WHEREAS, the Town desires to update the authorized signatories as necessary;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Yucca Valley approves and authorizes the Mayor or Town Manager to sign all required corporate documents necessary to authorize the Town to:

1. Deposit funds of the Town of Yucca Valley with Pacific Western Bank (the "Bank"), subject to the present and future rules and regulations of the Bank;
2. Execute checks, drafts, bills of exchange, acceptances, wires and other instruments and orders for the payment of money on behalf of the Town for the withdrawal of the Town's funds so deposited, including those checks and other instruments or orders for the payment of money drawn to the individual order of any such person signing the same, without further inquiry or regard to the authority of said person or the use of said checks or other instruments or orders for the payment of money, or the proceeds thereof; and
3. Give instruction with respect to the account(s) of the Town and to enter into agreement relating to the account(s) of the Town on behalf of the Town upon such terms and conditions as they deem appropriate.

BE IT FURTHER RESOLVED that the Town Council of the Town of Yucca Valley approves and authorizes each person listed below as an authorized signer on all of the accounts to be established with Pacific Western Bank, and that their name and signature appearing opposite his/her name is a genuine specimen signature of each such person:

NAME TITLE SIGNATURE

Merl Abel Mayor _____

Robert Lombardo Mayor Pro Tem _____

Mark N. Nuaimi Town Manager _____

Shane R. Stueckle Deputy Town Manager _____

Curtis Yakimow Director of Admin Services _____

Sharon Cisneros* Senior Accountant _____

(* For account information, telephonic or wire transactions only)

APPROVED AND ADOPTED this 18th day of December, 2012.

MAYOR

ATTEST

TOWN CLERK

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Jessica Rice, Administrative Assistant III
Date: December 7, 2012
For Council Meeting: December 18, 2012

Subject: FY 2012 Emergency Management Performance Grant Purchases and Resolution for Authorized Agent Designation to Obtain State and Federal Financial Assistance

Recommendation: That Town Council:

1. Authorize Town Staff to solicit informal bids from three vendors for the procurement of the FY 2012 Emergency Management Performance Grant (EMPG) purchases of computer equipment and to waive the formal bidding procedures finding that the established procedures would be impractical for these purchases; and
2. Designate the Town Manager, Deputy Town Manager and Director of Administrative Services as authorized agents to execute for and on behalf of the Town of Yucca Valley for the purpose of obtaining federal financial assistance or grants through California State or Federal assistance programs.

Order of Procedure:

Staff Report
Public Comment
Questions of Staff
Agency Discussion
Motion/Second
Discussion on Motion
Roll Call vote (Consent)

Discussion: The FY 2012 EMPG cycle provides \$16,337 to the Town for the purchase of qualified computer equipment and personnel training for emergency management. The Town's 2012 projects include the purchase and installation of new computer equipment to replace older computer equipment in the Emergency Operation Centers (EOC) at the Town Hall and Community Development buildings. The 2012 project also includes funding for personnel to attend training at California Specialized Training Institute (CSTI) for Emergency Management – Earthquake training. This training is essential in keeping staff up-to-date in emergency training practices and procedures.

Reviewed By:


Town Manager


Town Attorney


Mgmt Services


Dept Head

Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

The EMPG grant is a one-year grant cycle that has a project deadline of June 30th, 2013. Due to the compressed timelines contained within the grant guidelines, the recommended action will allow the Town to utilize the informal bid process for the solicitation and purchase of related equipment pursuant to Town Code, while meeting the grant timelines.

Normal purchasing guidelines would require the Town to proceed with a formal bid procedure, including Notice of Bid, advertising, and specified response periods. Because of the compressed grant timelines, and the relatively specialized equipment required, Town staff is confident that objective and competitive bids can be acquired through the informal bid process. This process would require that the Town solicit at least three bids in writing from local and/or regional vendors. Additionally, the informal bid process will provide Town staff with the flexibility to meet the grant program’s timeframe. Town Code allows for the Council to waive the formal bidding procedures when it is found that they would be inefficient, impractical and unnecessary in the current situation

Designation Authorization

The Town of Yucca Valley has been a long-term participant in the Emergency Management Programs established through the State of California Emergency Management Agency and other U.S. Federal Government Agencies. An updated resolution is required designating authorized agents to execute documents for the purpose of enabling the Town to continue to pursue Federal financial assistance or grants, sub-granted through the State of California or other jurisdictions.

Alternatives: None recommended

Fiscal impact: The EMPG grant has a 50% matching requirement, where the Town is responsible for matching 50% of the funds awarded. The chart below details the fiscal impact of the FY 2012 EMPG project:

<u>Grant Revenue/In-Kind Match</u>	
FY 2012 EMPG Grant Award	\$16,337
Town matching contribution for computers	7,392
Town in-kind labor match contribution for CSTI Training	<u>8,945</u> (non-cash)
Total	\$32,674
<u>Program Expenditures</u>	
EOC Computer Replacements	\$14,784
CSTI Training for 4 staff members	<u>17,890</u>
Total	\$32,674

Attachments: Resolution

RESOLUTION NO. 12 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, FOR DESIGNATION OF APPLICANT'S AGENT FOR THE PURPOSE OF OBTAINING STATE AND FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY AND SUB-GRANTED THROUGH THE STATE OF CALIFORNIA OR OTHER JURISDICTIONS.

WHEREAS, the Town of Yucca Valley, has been a participant in Emergency Management Programs established through the State of California Emergency Management Agency and U.S. Federal Government Agencies for many years; and

WHEREAS, the Town of Yucca Valley desires to continue applying for grants offered by the Federal Department of Homeland Security and sub-granted through the State of California or other jurisdictions; and

WHEREAS, it is necessary that Town Council name authorized agents to accept and execute these grants on behalf of the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yucca Valley, California, that the identified individuals listed in Section One are hereby authorized to execute for and on behalf of the Town of Yucca Valley, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and Sub-Granted through the State of California or other jurisdictions.

1) Authorized Individuals

Town Manager	Mark N. Nuaimi
Deputy Town Manager	Shane Stueckle
Admin Services Dir	Curtis Yakimow

PASSED, APPROVED, AND ADOPTED this 18th Day of December, 2012.

MAYOR

ATTEST:

TOWN CLERK

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jamie Anderson, Town Clerk
Date: December 12, 2012
For Council Meeting: December 18, 2012

Subject: Resolution Amending Resolution No. 12-32, Allowing for an All Mail Ballot Special Election on Tuesday, March 5, 2013.

Prior Council Review: August 21, 2012 with the adoption of Resolution No. 12-32, calling a special election.

Recommendation: Adopt the Resolution amending Resolution No. 12-32 that called and gave notice of a Special Election on March 5, 2013, to allow for an all-mail ballot election.

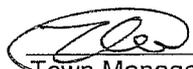
Summary: The Council adopted Resolution No. 12-32 in August calling for a Special election to fill the vacancy caused by the resignation of Member Hagerman. Yucca Valley Municipal Code and California Government Code Section 36512 (b) provides that when a vacancy occurs on a Town Council, the Town Council must, within sixty days of the occurrence of such vacancy, fill the vacancy by appointment or by calling a special election. At the time the Resolution was adopted, there was a possibility of placing additional measure(s) on the ballot which would not allow an all-mail ballot.

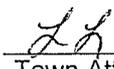
Order of Procedure:

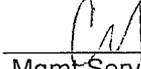
- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question

Discussion: In August 2012 the Council adopted Resolution No. 12-13 calling and giving notice of a Special Election on March 5, 2013. Ordinance No. 227 relating to alternative procedures for the filling of councilmember vacancies, consistent with California Government Code Section 36512, allows for the Council to determine that the election will be conducted as an all-mailed ballot election if authorized by state law. However, the requirements are very restrictive and do not allow the all-mail ballot election if there are any other measures on the ballot. Given the uncertainty at the state and local level at the time, and the possibility of placing additional measure(s) on the ballot, staff did not recommend the all-mail ballot approach.

Reviewed By:


Town Manager


Town Attorney


Mgmt Services

Dept Head

<input checked="" type="checkbox"/> Department Report	<input type="checkbox"/> Ordinance Action	<input checked="" type="checkbox"/> Resolution Action	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session

Since it has been determined that the only item on the ballot will be to fill the Town Council vacancy, staff contacted the County Registrar of Voters for a determination if there is still an opportunity to hold an all-mail ballot rather than a polling place election. The County determined that the Resolution scheduling the election would need to be amended.

Alternatives: Do not amend the resolution and move forward with a polling place election.

Fiscal impact: The County estimated the cost for a polling place election would be approximately \$60,000-\$65,000. An all-mail ballot would be approximately \$30,000-\$37,000.

Attachments: Resolution

RESOLUTION NO. 12-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING RESOLUTION NO. 12-32, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013 TO FILL A TOWN COUNCIL VACANCY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES, ALLOWING FOR AN ALL-MAIL BALLOT ELECTION

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, and as implemented by Ordinance No. 227 of the Town Council of the Town of Yucca Valley, a special election shall be held on March 5, 2013.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the Town of Yucca Valley, California, on Tuesday, March 5, 2013, a Special Election for the purpose of filling a vacancy on the Town Council, for a term to expire in 2014.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That it is desirable that the Special Municipal Election be conducted by the County of San Bernardino as an all-mail ballot election and that the County provide services related to the election, including counting the voted ballots and canvassing the returns of the Special Municipal Election.

SECTION 4. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election will be given pursuant to section 12101 of the Elections Code and the San Bernardino County Registrar of Voters is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That the Town Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 18th day of December, 2012.

MAYOR

ATTEST:

TOWN CLERK

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle, Deputy Town Manager
Date: December 12, 2012
For Council Meeting: December 18, 2012

Subject: SR 62 @ Dumosa Traffic Signal
Authorization to Release Request for Proposals for Preparation of Plans, Specifications and Estimates

Prior Council Review: There has been no prior review of this matter. The signalization of the SR 62 at Dumosa intersection has been discussed and included in cost estimates for the Yucca Valley Senior Housing project.

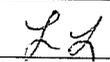
Recommendation: That the Town Council authorizes staff to release a Request for Proposals for the preparation of plans, specifications and estimates (PS&E) for the SR 62 at Dumosa traffic signal.

Executive Summary: Town staff seeks Council authorization to proceed with contract services for preparation of construction documents for capital projects. The Yucca Valley Senior Housing Project has received tax credit allocations and must have approved permits by April 8, 2013. In order to integrate the traffic signal construction with the senior housing project, the design process for the traffic signal must move forward at this time.

Order of Procedure:

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote, Consent Agenda)

Discussion: The Town obtained Caltrans written comments for the construction of a traffic signal at SR 62 and Dumosa in July of 2011. The Town recently contracted with Al Grover and Associates for the preparation of preliminary plans and associated documentation to be submitted to Caltrans District 8. The Town has also coordinated with the San Bernardino County Fire Department in regards to access to, and turning movements on, Dumosa Avenue from the existing Fire Station. The Town is now ready to proceed with preparation of construction documents.

Reviewed By:	 Town Manager	 Town Attorney	 Mgmt Services	 Dept Head
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<input checked="" type="checkbox"/> Department Report	<input type="checkbox"/> Ordinance Action	<input type="checkbox"/> Resolution Action	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session

Alternatives: Staff recommends no alternative actions. Construction of the traffic signal is necessary with delivery of the Yucca Valley Senior Housing project and the corresponding circulation improvements that will be constructed at the Yucca Valley Civic Center Complex.

Fiscal impact: Preparation of PS&E for the traffic signal is estimated between \$30,000 and \$50,000. Town staff will return to the Town Council with recommended actions including budget appropriations and award of the professional services agreement. Funds for this project are available in either the Traffic Safety Fund, Fund 507, which contains an estimated year end fund balance of \$163,163 and in the Local Transportation Fund (LTF), Fund 516, which contains an estimated year end fund balance of \$267,701.

Town staff will also contact SANBAG concerning the potential availability of Regional Measure I funds for this important project.

Attachments: July 2011 Caltrans correspondence
AI Grover and Associates Traffic Data

DEPARTMENT OF TRANSPORTATION

DISTRICT 8

PLANNING

464 WEST 4th STREET, 6th FLOOR, MS 725

SAN BERNARDINO, CA 92401-1400

PHONE (909) 383-4557

FAX (909) 383-5936

TTY (909) 383-6300

*Flex your power!
Be energy efficient!*

July 25, 2011

08-SBD-62-P.M. 11.893

Noel Owsley
Town of Yucca Valley
Community Development/Public Works Dept.
57090 Twentynine Palms Highway #B
Yucca Valley, CA 92284

Subject: 75-Unit Senior Housing Project – Yucca Valley

Dear Mr. Owsley,

The California Department of Transportation (Caltrans) reviewed the traffic signal warrants at Dumosa Avenue and Twentynine Palms Highway (SR-62), for the proposed construction of a 75 unit Senior in Yucca Valley, please consider the following comments:

1. During the design stage, signal interconnect to adjacent traffic signals shall be installed.
2. Electrical Operations shall review traffic signal plans during review stage.
3. Reference shall be made to Antelope Trail, not Antelope Road (second page, fourth line).
4. Vicinity map illustrates an offset at the State Route 62/Dumosa Avenue intersection. This is incorrect. Both the northbound and southbound approaches (Dumosa Avenue) to the intersection are aligned with no apparent offset.
5. The 29 Palms Outer Highway is adjacent the State Route 62/Dumosa Avenue intersection and must be considered in any design of a traffic signal there, preferably no access to Dumosa Avenue.
6. Please provide trip generation volumes for the morning and evening peak periods.

If you have any questions regarding this letter, please contact Dan Kopulsky at (909) 383-4557 for assistance.

Sincerely,

Original signed by Daniel Kopulsky

DANIEL KOPULSKY
Office Chief
Community Planning/Local Development Review

Signalization of the Twentynine Palms Highway (SR-62) /
Dumosa Avenue Intersection

Town of Yucca Valley

Letter Report

November 2012

Prepared by

ALBERT
GROVER &
ASSOCIATES
GA

November 30, 2012

Alex Qishta
Project Engineer
Town of Yucca Valley
58928 Business Center Drive
Yucca Valley, CA 92284

Subject: Signalization of the Twentynine Palms Highway (SR-62) / Dumosa Avenue Intersection

Dear Mr. Qishta,

Pursuant to your request, Albert Grover & Associates (AGA) has analyzed the potential traffic impacts of the signalization of the intersection of Twentynine Palms Highway (SR-62)/Dumosa Avenue in the Town of Yucca Valley. The analyses were based on discussions with Yucca Valley staff, the results of the Traffic Signal Warrant Analysis prepared by Webb Associates, and the Town of Yucca Valley's General Plan Circulation Element. Caltrans has already reviewed and approved the Traffic Signal Warrant Analysis report. The Warrant Analysis and the approval letter from Caltrans for the traffic signal are provided in **Attachment A**. The scope of work for this study consisted of three main tasks: Quantification of existing traffic conditions; Determination of future traffic conditions; and Development of appropriate infrastructure improvement concepts to satisfy future conditions.

Based on the Traffic Signal Warrant Analysis and per discussions with Yucca Valley staff, there will be changes to the existing roadway layout around the study area when the traffic signals are constructed. The proposed changes were incorporated in our analyses and are detailed as follows:

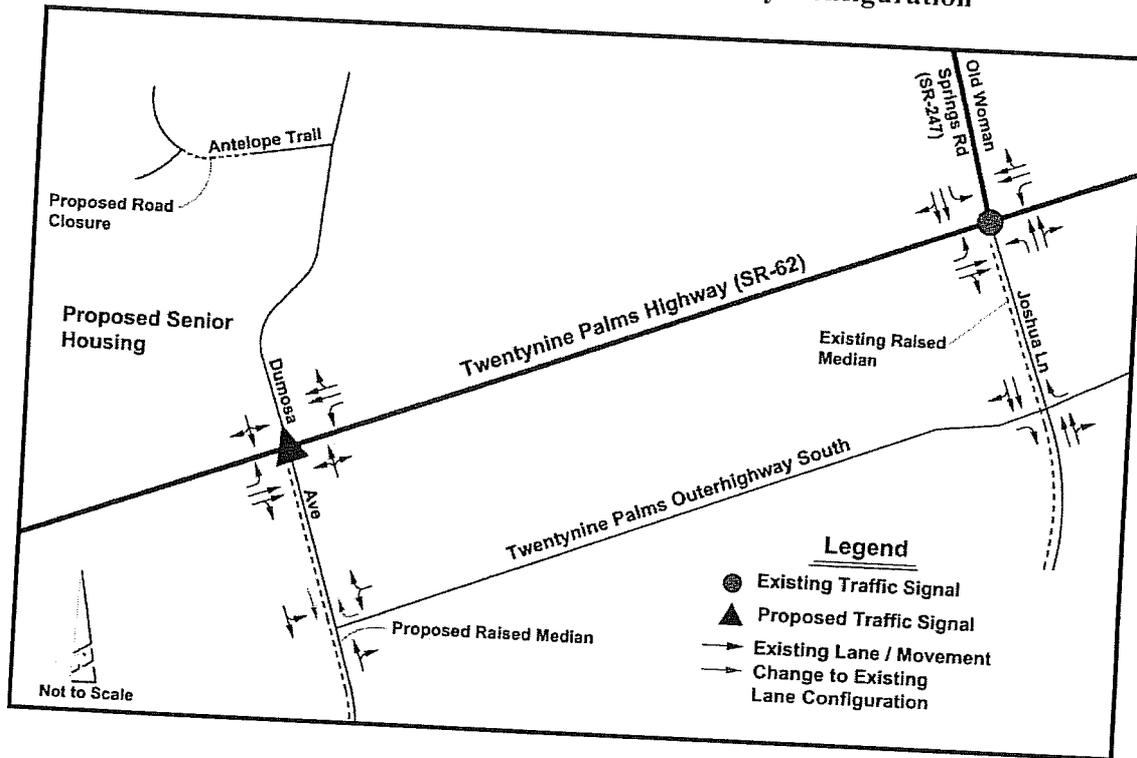
- Close Antelope Trail west of Dumosa Avenue.
- Construct a raised median on Dumosa Avenue, south of SR-62 - Per discussions with Town staff, it is likely that Caltrans will require the Town to prohibit the southbound left turn access to Twentynine Palms Outerhighway South from Dumosa Avenue.
- Construct a raised median on Joshua Lane – This project was recently completed (mid-November 2012).
- Implement traffic signal modification at the intersection of SR-62 at Old Woman Springs Road (SR-247)/Joshua Lane – This recent modification added north/south protected-only left turn phasing (mid-November 2012).

Figure 1 shows the study area along with the recent and proposed traffic signal and roadway changes. Caltrans maintains SR-62 and the Town of Yucca Valley maintains Twentynine Palms Outerhighway South.

TRANSPORTATION CONSULTING ENGINEERS

211 E. Imperial Hwy., Suite 208, Fullerton, CA 92835
(714) 992-2990 FAX (714) 992-2883 E-Mail: aga@albertgrover.com

Figure 1. Study Area – Proposed Roadway Configuration

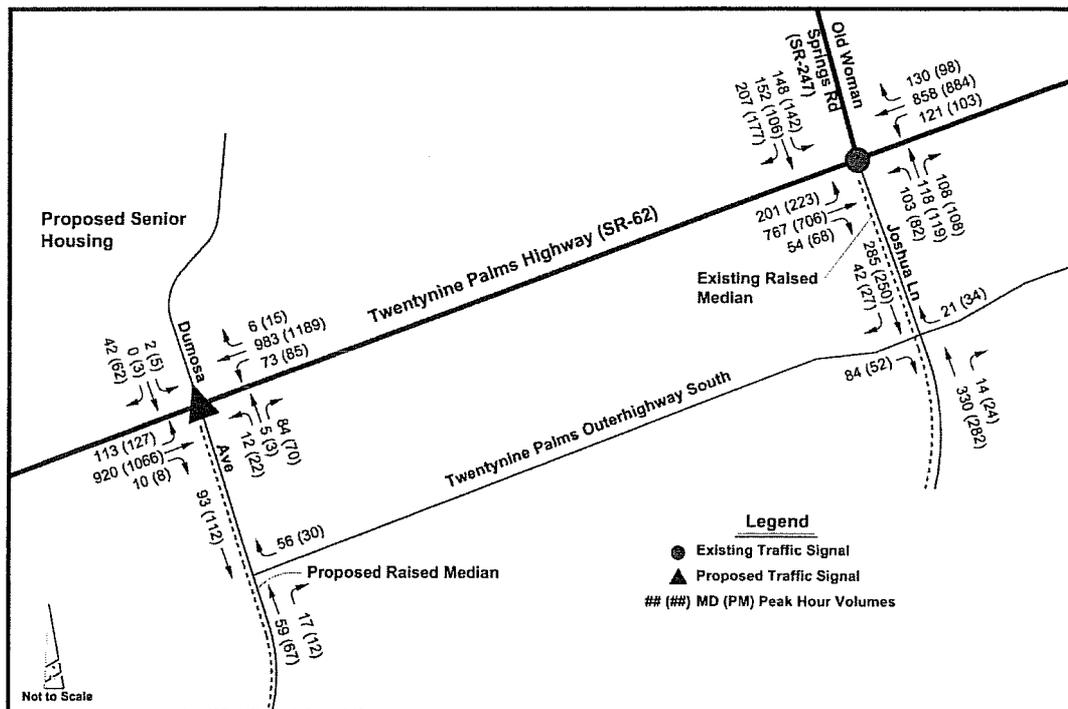


Quantification of Existing Conditions

The turning movement counts from the Traffic Signal Warrant Analysis report were utilized in the analyses. However, the report did not include turning movement counts for the intersection of Dumosa Avenue at Twentynine Palms Outerhighway South. Turning movement counts were conducted at Dumosa Avenue at Twentynine Palms Outerhighway South in late October 2012. All count data is provided in **Attachment B**. Since the MD peak hour volume in the area is higher than the AM peak hour volume, the MD and PM peak hour volumes were evaluated.

The Traffic Warrant Analysis study included the closure of Antelope Trail and the construction of the median along Joshua Lane, but did not include the proposed median along Dumosa Avenue. Therefore for analysis purposes, the traffic affected by the proposed median on Dumosa Avenue was re-routed within the study area. The analyses for the re-routed paths are provided in **Attachment C**. **Figure 2** shows the traffic volumes with the proposed traffic signal in place. Based on the westbound thru and eastbound left turn volumes at the intersection of SR-62 at Dumosa Avenue, the product of the two movements is greater than 100,000. The 2012 California Manual of Uniform Traffic Control Devices (MUTCD) guideline for protected left turn phasing at a new signalized intersection states that protected left turn phasing should be considered if the product of the thru and conflicting left turn volume is greater than 100,000. Therefore protected left turn phasing for the east/west left turns was assumed in the analyses.

Figure 2. Existing Year Traffic Volumes with the Proposed New Traffic Signal



For the Level-of-Service (LOS) analyses, two intersections were analyzed: SR-62 at Dumosa Avenue (the proposed traffic signal), and SR-62 at SR-247/Joshua Lane. The Synchro program, which is based on the Highway Capacity Manual (HCM), was used for the LOS analyses. Based on the analyses and with the proposed Senior Housing Project and the roadway improvements previously listed in place, the LOS for the proposed traffic signal at SR-62 at Dumosa Avenue is LOS B for both the MD and PM peak hours. The LOS for the intersection of SR-62 at SR-247/Joshua Lane is LOS D for both MD and PM peak hours. **Table 1** shows the LOS analyses results for both intersections. An evaluation of the queuing (95th percentile queue rounded up to the nearest 20 feet) for the east/west left turns at the new traffic signal was also conducted and showed that the existing storage of 80 feet for the eastbound left turn movement is not adequate for the potential vehicular queue of 120 feet. The analysis also showed a potential queue length of 80 feet for the westbound left turn movement, which matches the existing available storage. The Synchro LOS and queuing analysis worksheets are provided in **Attachment D**.

An evaluation of the proposed traffic signal's impact to the traffic signal progression was also conducted. Based on the Traffic Signal Warrant Analysis, there currently is not a coordinated signal system on SR-62 from Sage Avenue (west of Dumosa Avenue) to SR-247/Joshua Lane. Therefore conceptual time-space diagrams were developed for SR-62 between Sage Avenue and SR-247/Joshua Lane, to evaluate if the new traffic signal would have an impact on the signal progression. Estimated traffic volumes were used for the signal timing analysis for the

intersection of SR-62 at Sage Avenue. All signal timing analyses and time-space diagrams utilized the updated 2012 California MUTCD pedestrian and bicycle timing guidelines. Based on the current conditions (traffic volumes and the width of the roadway), a 110 second cycle coordinated signal system was analyzed for SR-62 for both the MD and PM time periods, from Sage Avenue to SR-247/Joshua Lane. The MD and PM time-space diagrams (Figures 3a and 3b) show that the proposed traffic signal should not impact the signal progression of a coordinated system on SR-62.

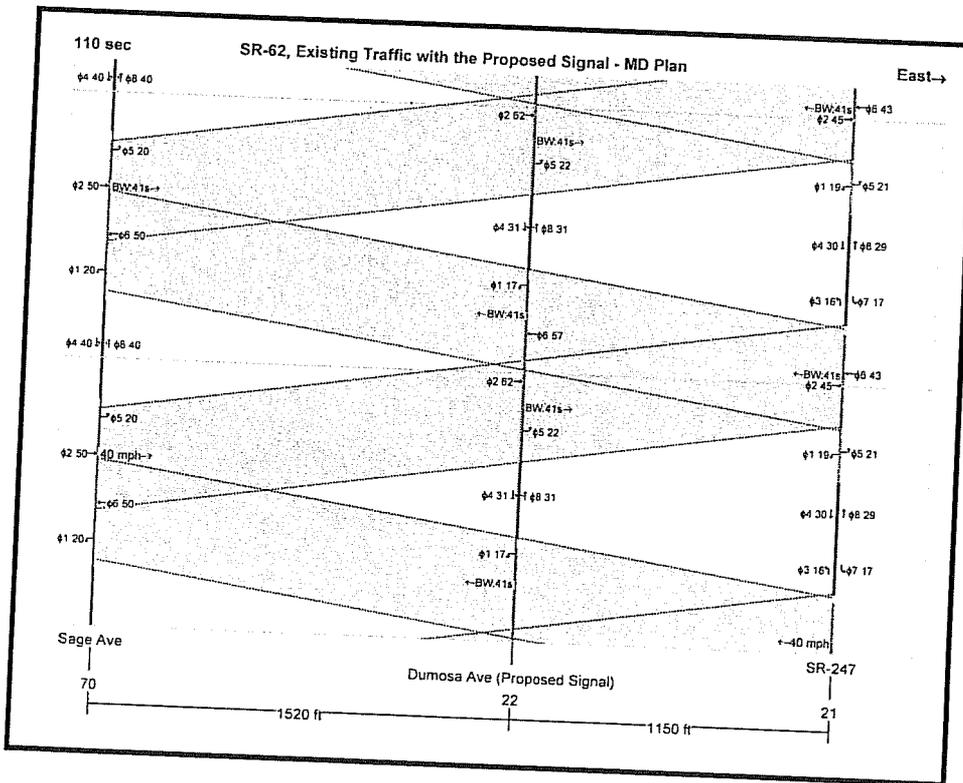
Table 1. Intersection Levels of Service Analysis (Existing Traffic Volumes)

No.	Intersection	Control	Peak Hour					
			MD			PM		
			V/C	Delay	LOS	V/C	Delay	LOS
1	SR-62 @ Dumosa Ave (Proposed Signal)	Signal	0.43	13.1	B	0.54	16.7	B
2	SR-62 @ SR-247/Joshua Ln (Existing)	Signal	0.66	36.1	D	0.68	36.5	D

Notes:

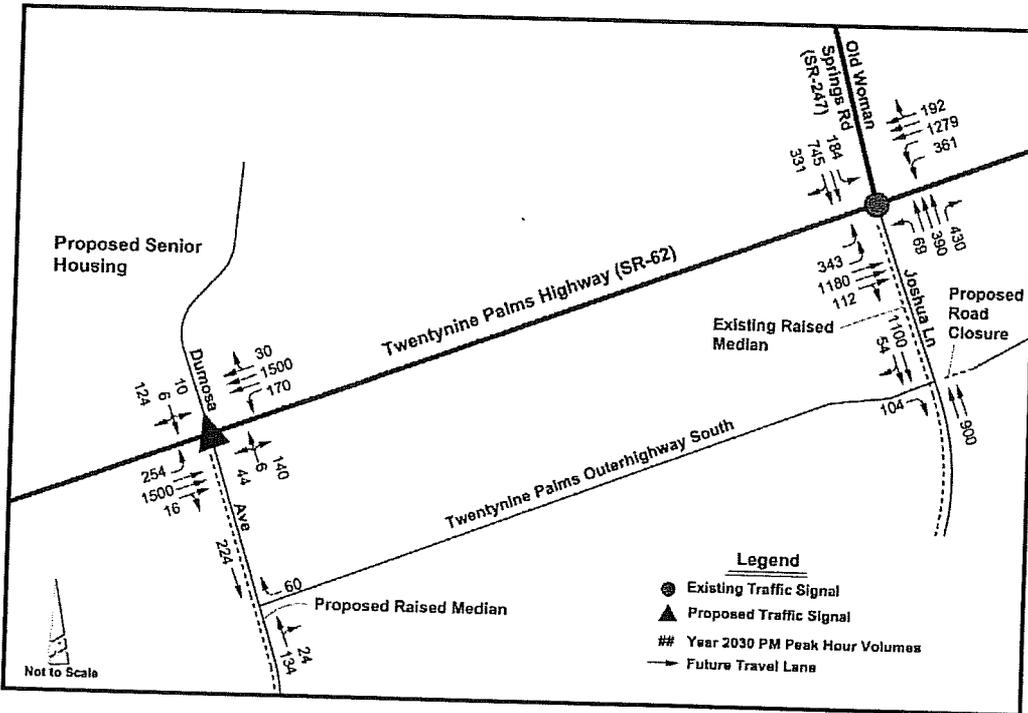
V/C: Volume/Capacity ratio; Delay: Average control delay in seconds; LOS: Level of Service

Figure 3a. MD Time-Space Diagram



Outerhighway South will be closed just east of Joshua Lane for future conditions. **Figure 4** shows the Future Year 2030 volumes and the lane configurations (per the General Plan) for the study area.

Figure 4. Future Year 2030 PM Peak Hour Conditions



Based on the Future Year 2030 LOS analyses for the PM peak hour, the intersection of SR-62 at Dumosa Avenue continues to operate at LOS B. The intersection of SR-62 at SR-247/Joshua Lane continues to operate at LOS D. **Table 2** shows the LOS results for the Future Year 2030 PM peak hour. The queuing (95th percentile queue) for the east/west left turns was evaluated for the new traffic signal at SR-62 and Dumosa Avenue. The analysis shows that the eastbound left turn queue length is expected to be 160 feet (existing storage of 80 feet) and the westbound left turn queue length is expected to be 100 feet (existing storage of 80 feet). The existing east/west left turn pockets should be lengthened when the intersection is signalized to accommodate the future demand. The Synchro LOS and queuing analysis worksheets are provided in **Attachment F**.

Table 2. Intersection Levels of Service Analysis (Future Year 2030)

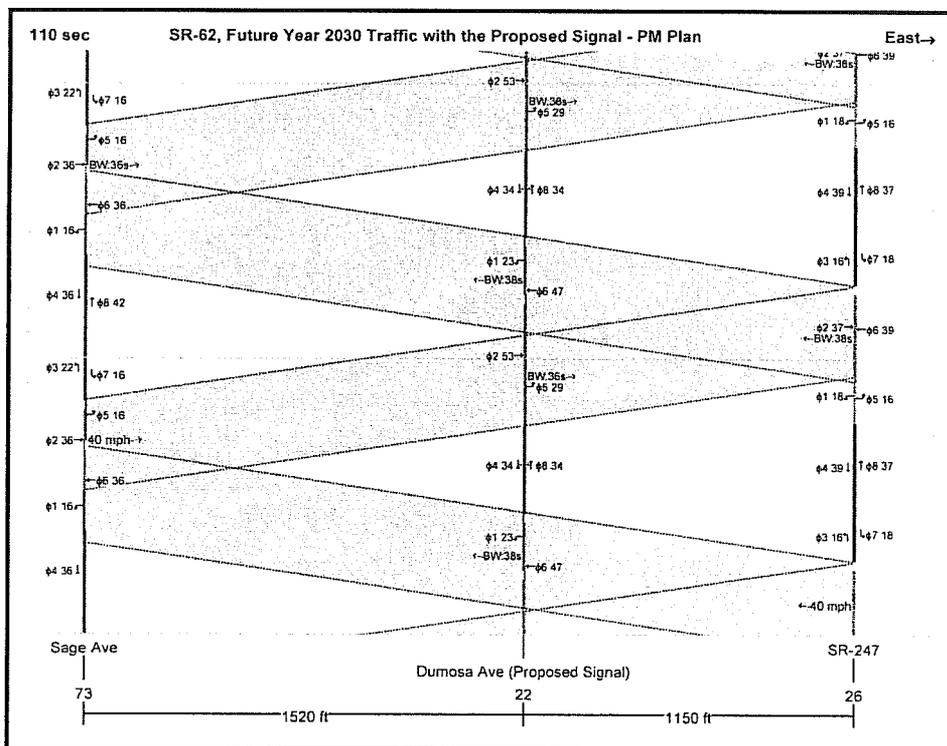
No.	Intersection	Control	PM Peak Hour		
			V/C	Delay	LOS
1	SR-62 @ Dumosa Ave (Proposed Signal)	Signal	0.54	15.6	B
2	SR-62 @ SR-247/Joshua Ln	Signal	0.85	41.6	D

Notes:

- V/C: Volume/Capacity ratio; Delay: Average control delay in seconds; LOS: Level of Service
- LOS Analysis included the future lane configurations per the General Plan.

An analysis was also conducted to determine if the proposed traffic signal will impact a future signal coordinated system in Year 2030. Based on the projected build-out volumes per the General Plan and improvements along SR-62, a 110 second coordinated signal system was evaluated from Sage Avenue to SR-247/Joshua Lane for the future PM peak hour. The time-space diagram developed shows that the proposed traffic signal should not impact the signal progression on SR-62. **Figure 5** shows a conceptual, future 110 second cycle time-space diagram for the PM peak hour.

Figure 5. Future Year 2030, PM Time-Space Diagram

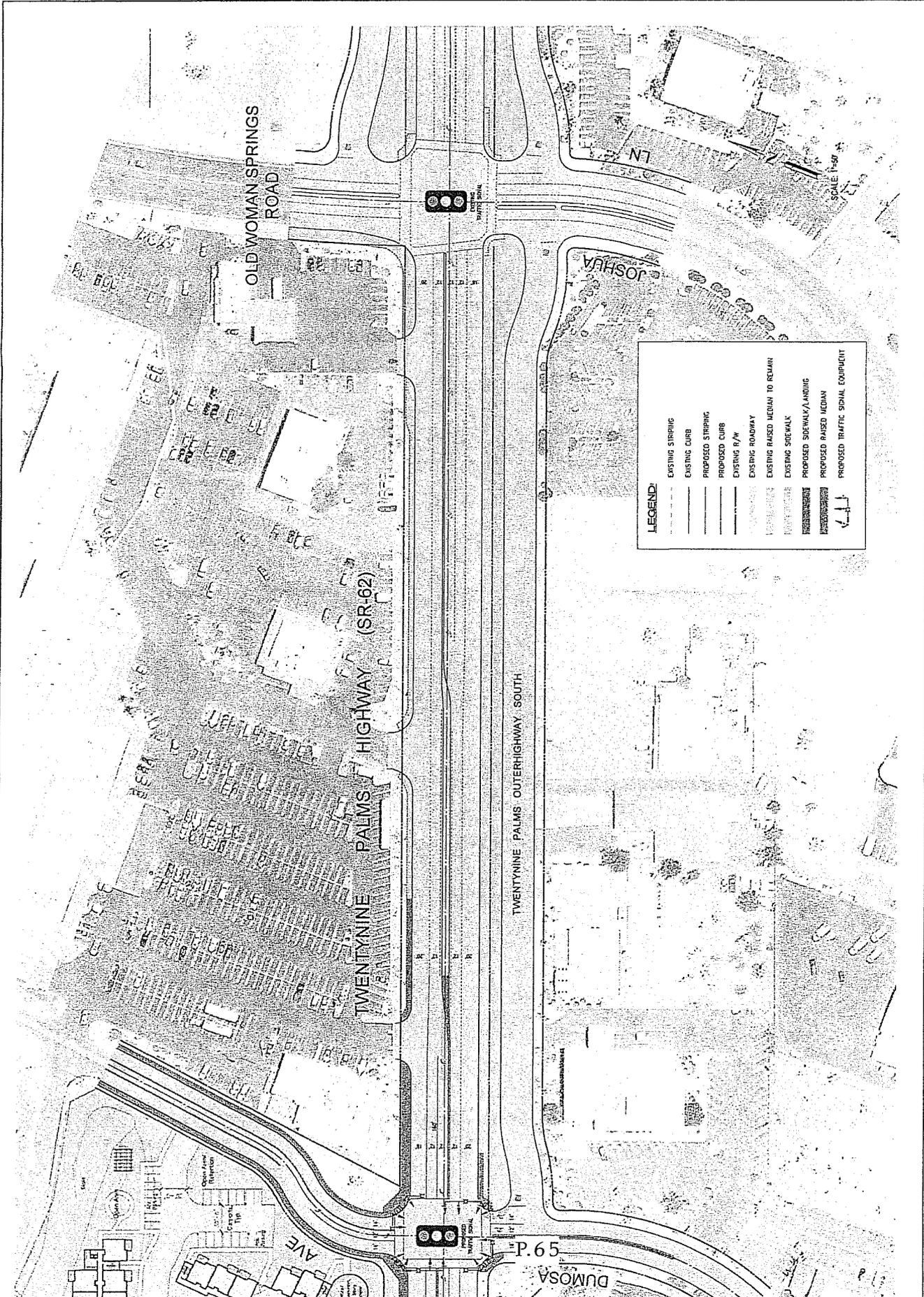


Development of Appropriate Infrastructure Improvement Concepts to Satisfy Future Conditions

Two conceptual plans for the intersection of SR-62 at Dumosa Avenue were developed based on the Level-of-Service analyses. Conceptual Plan 1 utilizes the existing four lanes on SR-62, while Conceptual Plan 2 utilizes the full build-out (six lanes) of SR-62 and accommodates the existing four lane roadway. Based on the Year 2030 LOS analyses, the turn pocket lengths for the east/west left turn movements were increased on both conceptual plans to provide the necessary storage. Although the north and south approaches on Dumosa Avenue were evaluated with a single lane approach, both conceptual plans developed show that two lanes could be accommodated for the north/south approaches with minor widening and no impact to the proposed senior housing. Both plans also incorporated the raised median along Dumosa Avenue south of SR-62. The median will prevent southbound vehicles from turning left from Dumosa Avenue onto Twentynine Palms Outerhighway South and will thus eliminate any potential queuing problems for the southbound movement between SR-62 and Twentynine Palms Outerhighway South. **Figures 6a** and **6b** show Conceptual Plan 1 and Conceptual Plan 2, respectively.

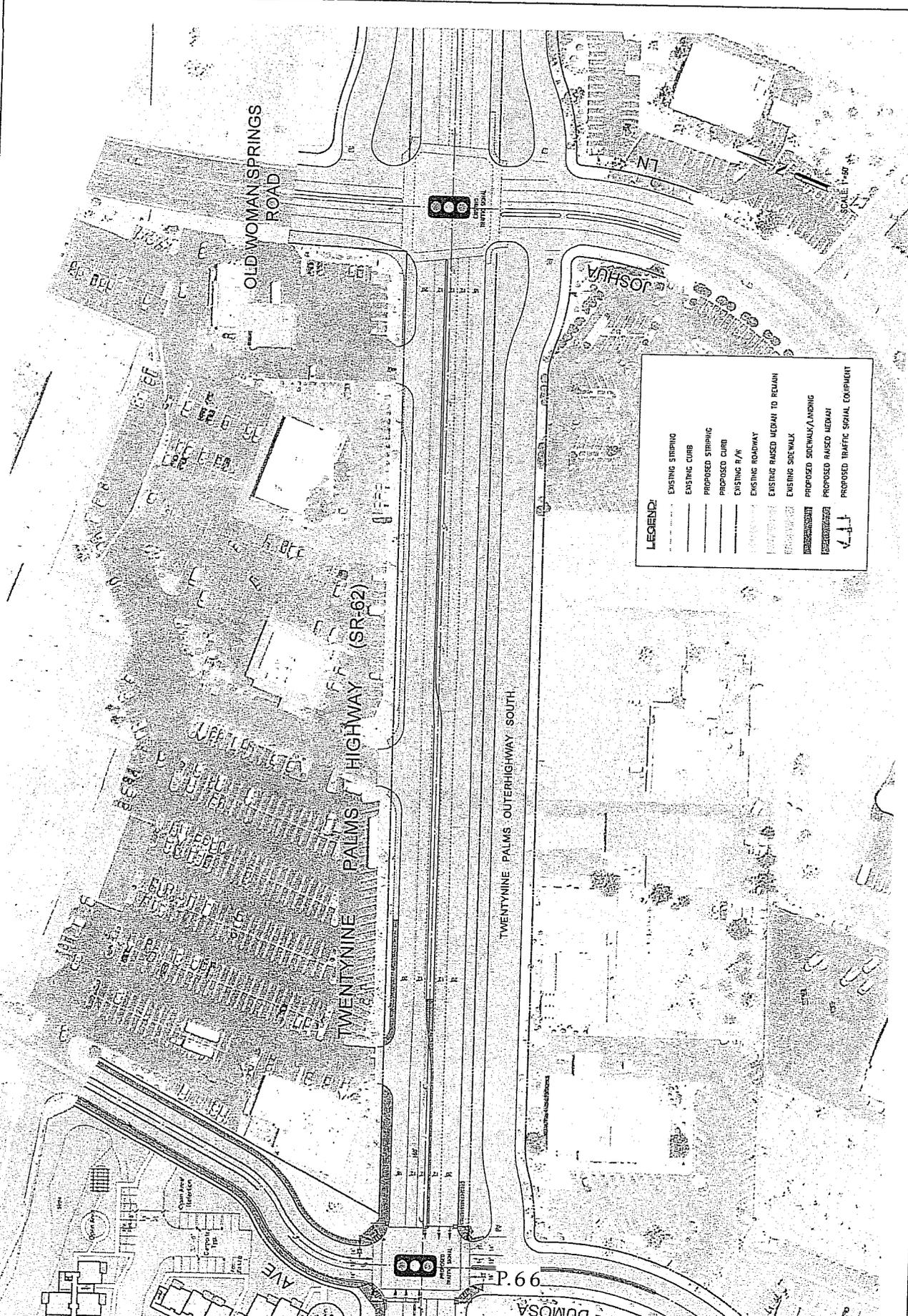
Since Conceptual Plan 1 utilizes the existing four lane roadway on SR-62, the traffic signal standard mast arms on the northwest and southeast corners will not be long enough to accommodate the future build-out of six lanes on SR-62. Therefore the mast arms would have to be replaced when SR-62 becomes six lanes. Also, any traffic signal equipment (primarily traffic signal poles) and signs that are to be reused will need to be relocated. The relocation of the traffic signal poles would require new foundations which could cost up to \$7,000 per traffic signal pole. Also, the traffic signal equipment that is to be replaced will most likely be salvaged. The cost for the traffic signal installation for Conceptual Plan 1 is approximately \$225,000. The additional cost to upgrade the mast arms, relocate the traffic signal equipment and provide new foundations for the traffic signal poles at the time that SR-62 is widened to six lanes, is approximately \$100,000. This assumes that signal poles of adequate size to handle the longer mast arms will be installed initially, and that Caltrans will allow these poles to be relocated and re-used with longer mast arms.

Conceptual Plan 2 would provide traffic signal equipment that would accommodate the future widening of SR-62 as well as the existing four lane roadway. This would eliminate the need to change the traffic signal mast arms, but would require pedestrian indications (pedestrian heads and push buttons) to be placed closer to the crosswalks. The pedestrian indications would have to be removed when the widening occurs. Conceptual Plan 2 would also eliminate the need for the relocation of traffic signal equipment and the need to re-construct the foundations for the traffic signal poles. If the widening does not occur in the future, then the longer mast arms and pedestrian indications may be considered as unnecessary additional costs. The cost for Conceptual Plan 2 is approximately \$270,000. A plan for Conceptual Plan 2 with the full build-out (six lanes) of SR-62 was also developed and shown on **Figure 6c**. Full-size plans of Figures 6a, 6b and 6c are provided in **Attachment G**.



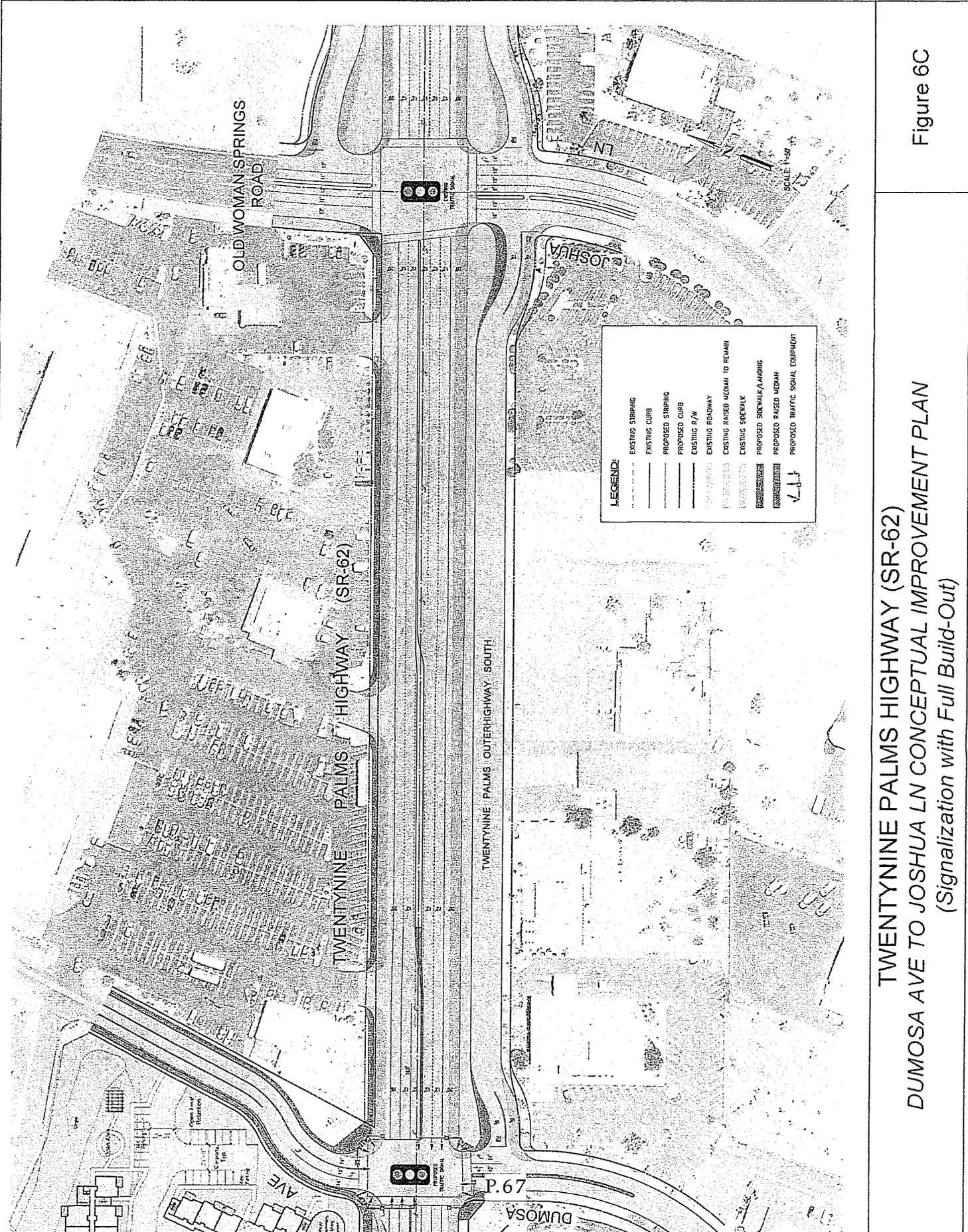
TWENTY-NINE PALMS HIGHWAY (SR-62)
 CONCEPTUAL PLAN 1
 (Signalization with Existing Conditions)

Figure 6A



TWENTY-NINE PALMS HIGHWAY (SR-62)
 CONCEPTUAL PLAN 2
 (Signalization at Ultimate with Existing Conditions)

Figure 6B



TWENTYNINE PALMS HIGHWAY (SR-62)
 DUMOSA AVE TO JOSHUA LN CONCEPTUAL IMPROVEMENT PLAN
 (Signalization with Full Build-Out)

Figure 6C

There is a fire station located on Twentynine Palms Outerhighway South, approximately 420 feet east of Dumosa Avenue. The proposed median on Dumosa Avenue (included in both conceptual plans) would impact ingress and egress movements to/from Twentynine Palms Outerhighway South for the emergency vehicles. Three alternatives to allow for emergency vehicle access on Dumosa Avenue were provided to Town staff for their review. The three median alternatives require that a section of the proposed median be depressed either a few inches above grade but below the standard median curb height, or be at the same grade as the roadway, which would allow emergency vehicles to drive over the median. **Figure 7** shows the approximate location of the fire station relative to Dumosa Avenue and the proposed median depression. Samples of the three median alternatives are shown in **Figures 8a, 8b and 8c**.

Figure 7. Fire Station Location and Proposed Median Depression

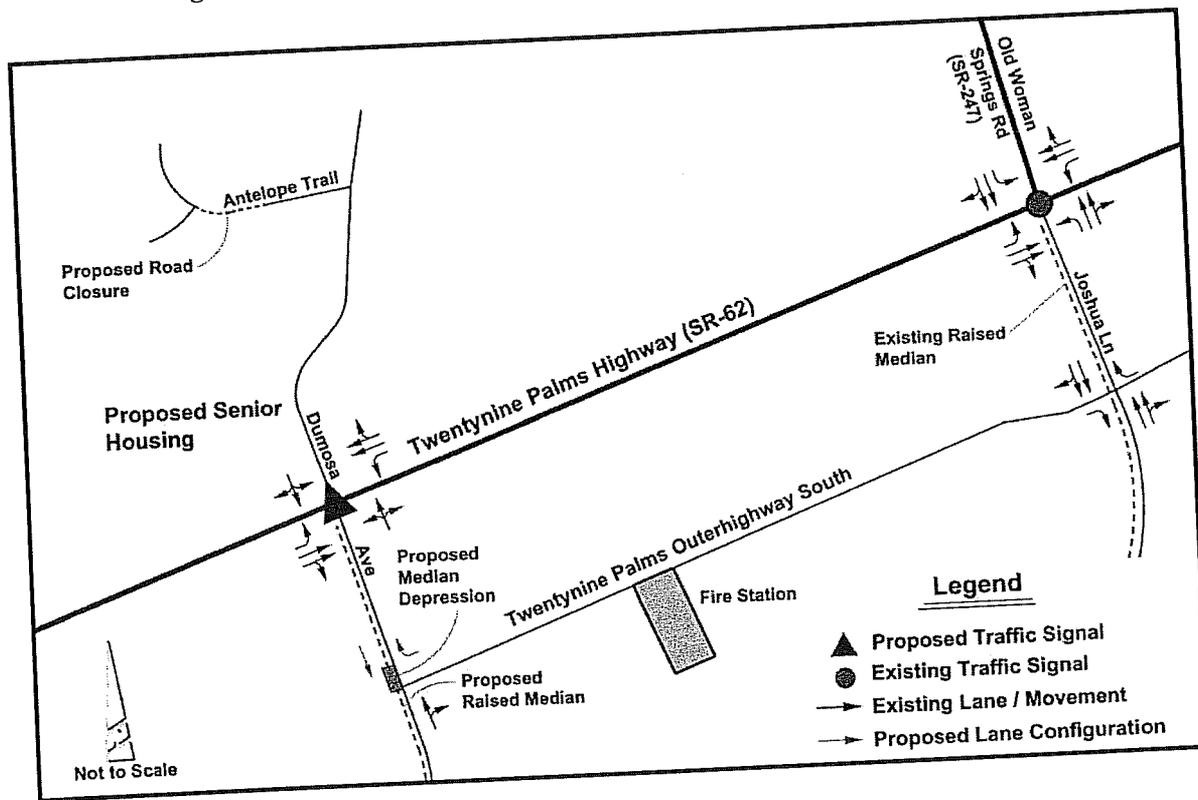


Figure 8a. Depressed Median Nose

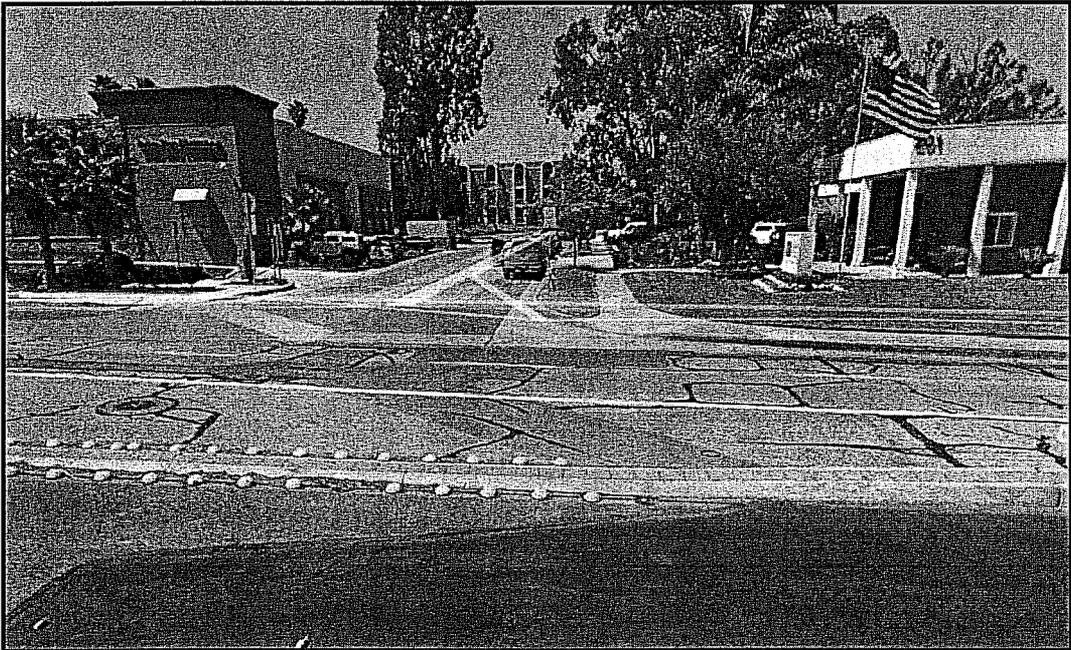
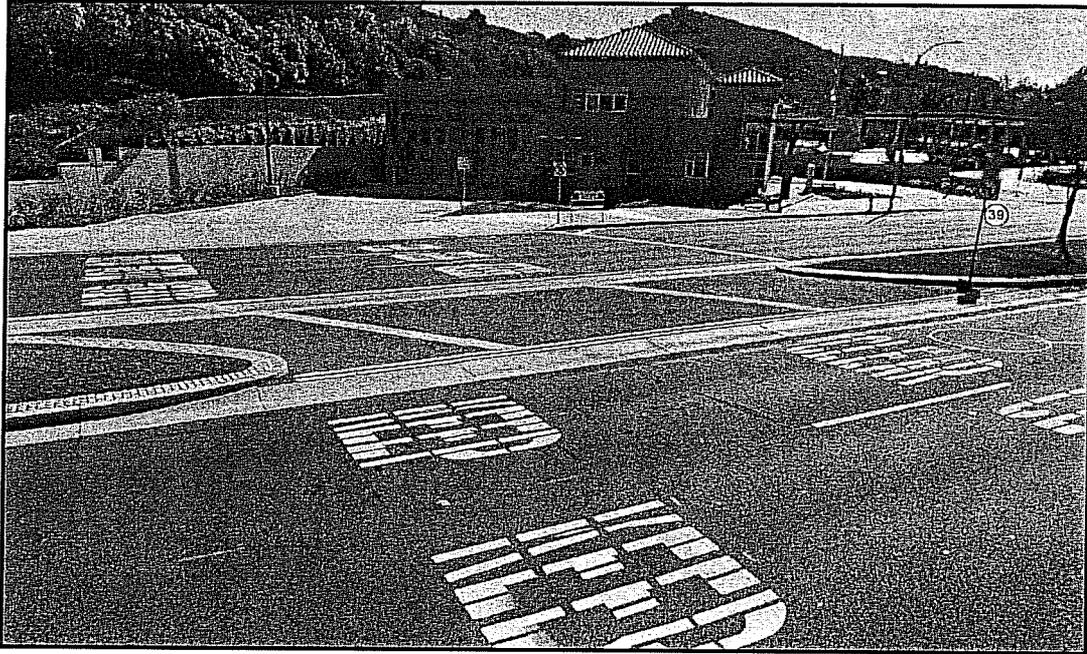


Figure 8b. Depressed Median



Figure 8c. Median At-Grade Opening



Town engineering staff should discuss the impacts of the median with the local fire department to determine which emergency vehicle access methodology is preferable. Finalization of the median design involving the depressed section can be resolved during the design phase.

Conclusion

Based on the LOS analyses, the proposed traffic signal will operate at a LOS B for both existing traffic conditions as well as in the Year 2030, with full build-out traffic conditions. The left turn pockets for the east and west movements should be lengthened when the traffic signal is constructed to accommodate future demand. The proposed traffic signal should also not have any impacts to signal synchronization along SR-62 for both existing and future conditions.

Conceptual Plan 1 utilizes the existing four lanes on SR-62 and will be less costly than Conceptual Plan 2 in the near term, but will have significant additional costs if or when SR-62 is to be widened to six lanes. The Town can implement Conceptual Plan 2 with the initial higher costs, but will be less expensive in the long term since it will forgo many of the high additional costs required for Conceptual Plan 1.

The proposed median on Dumosa Avenue south of SR-62 will impact the ingress and egress movements to/from Twentynine Palms Outerhighway South for emergency vehicles. Three alternatives to depress a section of the proposed median were presented to the Town engineering staff. The Town engineering staff should discuss with the fire department if the proposed median depression is required and, if so, which design is preferred.

Please feel free to contact myself or Ruben Perales at (714) 992-2990 if you have any questions.

Respectfully Submitted,

[original signed by]

Greg Wong, P.E.
Senior Transportation Engineer

ATTACHMENTS

LIST OF ATTACHMENTS

ATTACHMENT

- A Warrant Analysis and Approval Letter from Caltrans
- B Turning Movement Counts
- C Re-routed Paths
- D Existing Synchro LOS and Queuing Analysis Worksheets
- E Future Year 2030 PM Volumes and Lane Configuration from General Plan
- F Future Year 2030 Synchro LOS and Queuing Analysis Worksheets
- G Full-size Plans
 - Figure 6a - Conceptual Plan 1
 - Figure 6b - Conceptual Plan 2 with Existing Four Lanes on SR-62
 - Figure 6c - Conceptual Plan 2 with Full Build-Out of SR-62

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**Warrant Analysis and
Approval Letter from Caltrans**

Project:
W.O.: 11-0058
Date: 4/29/2011

Intersection: **Dumosa Avenue / SR-62 Twentynine Palms Highway**
Scenario: Existing, Antelope Trail closed, Senior Apts, Raised Median on Joshua Ln

California MUTCD (FHWA's MUTCD 2003 including Revisions 1 and 2, as amended for use in California)

Street Name	Critical Approach	Speed	Lanes
Major St: <u>SR-62 Twentynine Palms Hwy</u>		40 mph	2
Minor St: <u>Dumosa Avenue</u>		25 mph	1

¹ Volume for major street is total volume of both approaches. Volume for minor street is the volume of higher-volume approach.

Speed limit or critical speed on major street traffic > 64 km/h (40mph).....

In built up area of isolated community of < 10,000 population.....

or RURAL (R)
 URBAN (U)

WARRANT 1 - Eight Hour Vehicular Volume

(Condition A or Condition B or combination of A and B must be satisfied)

SATISFIED

YES NO

Condition A - Minimum Vehicle Volume

100% SATISFIED
80% SATISFIED

YES NO
YES NO

	Minimum Requirements (80% shown in brackets)	Volume (VPH) ¹									
		8:45 AM-9:45 AM	9:45 AM-10:45 AM	10:45 AM-11:45 AM	11:45 AM-12:45 PM	12:45 PM-1:45 PM	1:45 PM-2:45 PM	2:45 PM-3:45 PM	3:45 PM-4:45 PM		
Major St	600 (480)	1,953	2,080	2,241	2,383	2,360	2,396	2370	2,529		
Minor St	150 (120)	74	97	84	73	77	82	86	94		

Condition B - Interruption of Continuous Traffic

100% SATISFIED
80% SATISFIED

YES NO
YES NO

	Minimum Requirements (80% shown in brackets)	Volume (VPH) ¹									
		8:45 AM-9:45 AM	9:45 AM-10:45 AM	10:45 AM-11:45 AM	11:45 AM-12:45 PM	12:45 PM-1:45 PM	1:45 PM-2:45 PM	2:45 PM-3:45 PM	3:45 PM-4:45 PM		
Major St	900 (720)	1,953	2,080	2,241	2,383	2,360	2,396	2370	2,529		
Minor St	75 (60)	74	97	84	73	77	82	86	94		

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Project:
 W.O.: 11-0058
 Date: 4/29/2011

Intersection: **Dumosa Avenue / SR-62 Twentynine Palms Highway**
 Scenario: Existing, Antelope Trail closed, Senior Apts, Raised Median on Joshua Ln

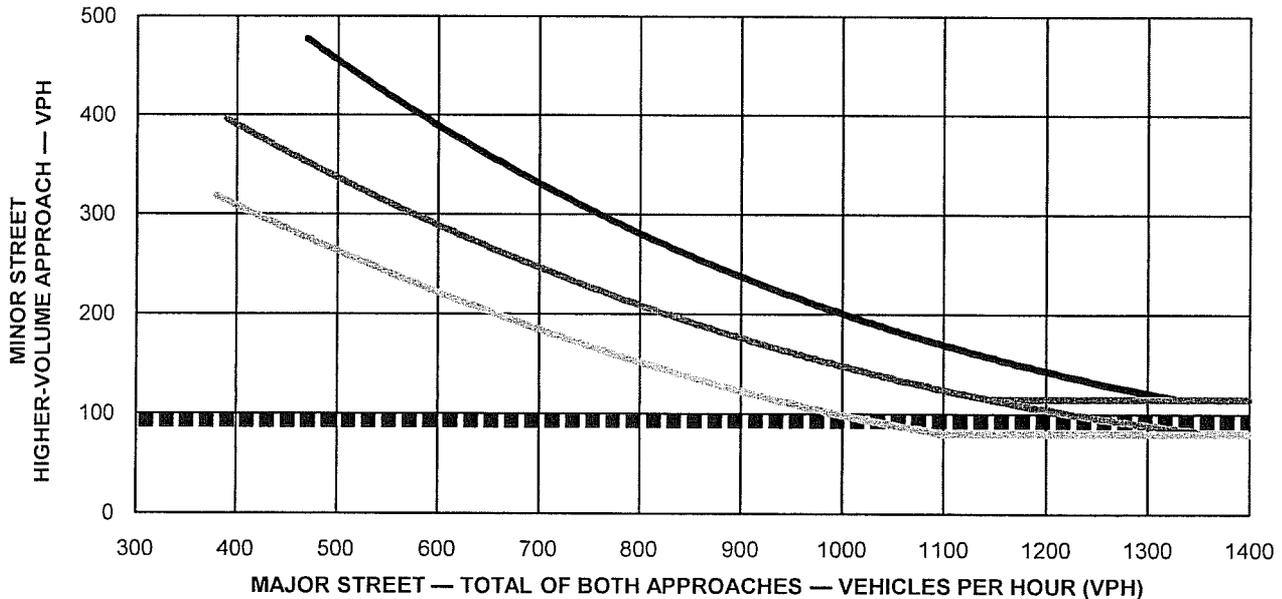
California MUTCD (FHWA's MUTCD 2003 including Revisions 1 and 2, as amended for use in California)

Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume

Street Name	Critical Approach Speed	Lanes	Volume (VPH) ¹			
			9:30 AM-10:30 AM	10:30 AM-11:30 AM	2:00 PM-3:00 PM	3:00 PM-4:00 PM
Major St: <u>SR-62 Twentynine Palms Hwy</u>	<u>40 mph</u>	<u>2</u>	<u>2,026</u>	<u>2,185</u>	<u>2,386</u>	<u>2,434</u>
Minor St: <u>Dumosa Avenue</u>	<u>25 mph</u>	<u>1</u>	<u>94</u>	<u>89</u>	<u>88</u>	<u>98</u>

¹ Volume for major street is total volume of both approaches. Volume for minor street is the volume of higher-volume approach.

- Speed limit or critical speed on major street traffic > 64 km/h (40mph).....
- In built up area of isolated community of < 10,000 population.....
- } **RURAL (R)**
- URBAN (U)**



- 2 OR MORE LANES & 2 OR MORE LANES
- - - 2 OR MORE LANES & 1 LANE
- 1 LANE & 1 LANE
- × 9:30 AM-10:30 AM
- 10:30 AM-11:30 AM
- △ 2:00 PM-3:00 PM
- 3:00 PM-4:00 PM

*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

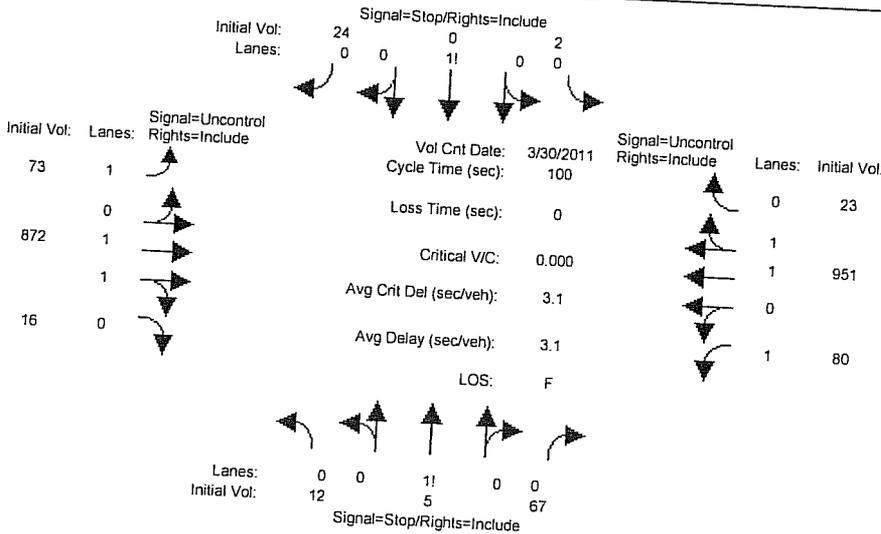
WARRANT 2 - Four Hour Vehicular Volume **SATISFIED** YES NO

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Turning Movement Counts

Level of Service Computation Report
2000 HCM Unsignalized (Base Volume Alternative)
Existing Scenario

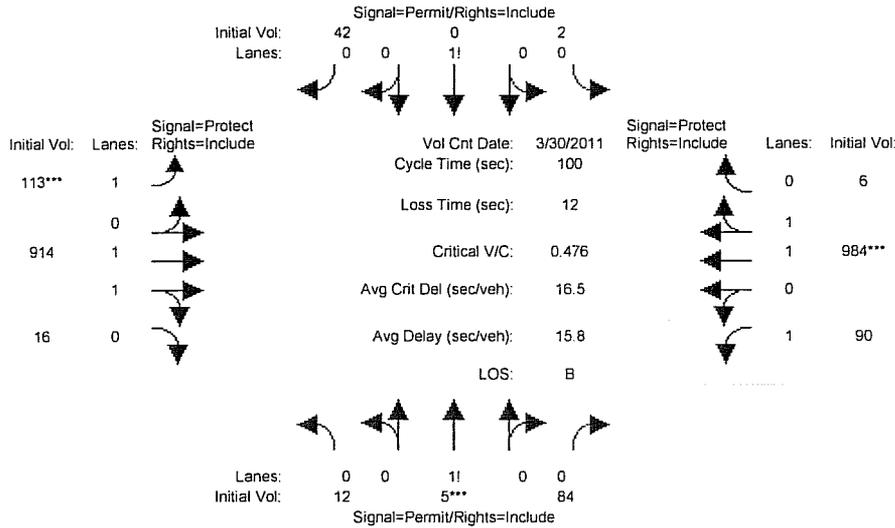
Intersection #1: Dumosa Ave / SR-62 Twentynine Palms Hwy



Street Name:	Dumosa Avenue						SR-62 Twentynine Palms Highway					
	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module: >> Count Date: 30 Mar 2011 << 10:15-11:15 AM	12	5	67	2	0	24	73	872	16	80	951	23
Base Vol:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	12	5	67	2	0	24	73	872	16	80	951	23
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
PHF Volume:	12	5	69	2	0	25	75	900	17	83	981	24
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Final Volume:	12	5	69	2	0	25	75	900	17	83	981	24
Critical Gap Module:	7.5	6.5	6.9	7.5	6.5	6.9	4.1	xxxx	xxxxxx	4.1	xxxx	xxxxxx
FollowUpTim:	3.5	4.0	3.3	3.5	4.0	3.3	2.2	xxxx	xxxxxx	2.2	xxxx	xxxxxx
Capacity Module:	1714	2228	458	1761	2225	502	1005	xxxx	xxxxxx	916	xxxx	xxxxxx
Cnflct Vol:	58	42	550	54	43	514	685	xxxx	xxxxxx	740	xxxx	xxxxxx
Potent Cap.:	46	34	550	35	34	514	685	xxxx	xxxxxx	740	xxxx	xxxxxx
Move Cap.:	0.27	0.15	0.13	0.06	0.00	0.05	0.11	xxxx	xxxx	0.11	xxxx	xxxx
Level Of Service Module:	xxxx	xxxx	xxxxxx	xxxx	xxxx	xxxxxx	0.4	xxxx	xxxxxx	0.4	xxxx	xxxxxx
2Way95thQ:	xxxx	xxxx	xxxxxx	xxxx	xxxx	xxxxxx	10.9	xxxx	xxxxxx	10.5	xxxx	xxxxxx
Control Del:	*	*	*	*	*	*	B	*	*	B	*	*
LOS by Move:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	159	xxxxxx	xxxx	250	xxxxxx	xxxx	xxxx	xxxx	xxxxxx	xxxx	xxxx	xxxxxx
Shared Queue:	2.8	xxxxxx	xxxxxx	0.4	xxxxxx	xxxx	xxxx	xxxx	xxxxxx	xxxxxx	xxxx	xxxxxx
Shrd ConDel:	52.0	xxxxxx	xxxxxx	21.1	xxxxxx	xxxx	xxxx	xxxx	xxxxxx	xxxxxx	xxxx	xxxxxx
Shared LOS:	F	*	*	C	*	*	*	*	xxxxxx	*	*	*
ApproachDel:	52.0			21.1			xxxxxx			xxxxxx		
ApproachLOS:	F			C			*			*		

Level Of Service Computation Report
 2000 HCM Operations (Base Volume Alternative)
 Existing, Antelope Trail closed, Senior Apts, Raised Median on Joshua Ln Scenario

Intersection #1: Dumosa Ave / SR-62 Twentynine Palms Hwy



Street Name:	Dumosa Avenue						SR-62 Twentynine Palms Highway					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R

Min. Green: 7 7 7 7 7 7 7 7 7 7 7 7 7

Volume Module: >> Count Date: 30 Mar 2011 << 10:15-11:15 AM

Base Vol:	12	5	84	2	0	42	113	914	16	90	984	6
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	12	5	84	2	0	42	113	914	16	90	984	6
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
PHF Volume:	12	5	86	2	0	43	116	940	16	93	1012	6
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	12	5	86	2	0	43	116	940	16	93	1012	6
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Volume:	12	5	86	2	0	43	116	940	16	93	1012	6

Saturation Flow Module:

Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.84	0.84	0.84	0.85	1.00	0.85	0.93	0.93	0.93	0.93	0.93	0.93
Lanes:	0.12	0.05	0.83	0.05	0.00	0.95	1.00	1.97	0.03	1.00	1.99	0.01
Final Sat.:	190	79	1328	73	0	1533	1769	3467	61	1769	3513	21

Capacity Analysis Module:

Vol/Sat:	0.07	0.07	0.07	0.03	0.00	0.03	0.07	0.27	0.27	0.05	0.29	0.29
Crit Moves:	****						****			****		
Green/Cycle:	0.14	0.14	0.14	0.14	0.00	0.14	0.14	0.59	0.59	0.15	0.61	0.61
Volume/Cap:	0.48	0.48	0.48	0.21	0.00	0.21	0.48	0.46	0.46	0.34	0.48	0.48
Uniform Del:	39.9	39.9	39.9	38.3	0.0	38.3	39.8	11.5	11.5	37.9	10.9	10.9
IncrcmntDel:	1.6	1.6	1.6	0.5	0.0	0.5	1.5	0.2	0.2	0.8	0.2	0.2
InitQueueDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	41.5	41.5	41.5	38.8	0.0	38.8	41.2	11.6	11.6	38.7	11.1	11.1
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	41.5	41.5	41.5	38.8	0.0	38.8	41.2	11.6	11.6	38.7	11.1	11.1
LOS by Move:	D	D	D	D	A	D	D	B	B	D	B	B
HCM2kAvgQ:	4	4	4	1	0	1	4	9	9	3	9	9

Town of Yucca Valley
 N/S: Dumosa Avenue
 E/W: SR-62 Twentynine Palms Highway
 Weather: Sunny

File Name : YCVDU62
 Site Code : 00000001
 Start Date : 3/30/2011
 Page No : 1

Groups Printed- Total Volume

Start Time	Dumosa Avenue Southbound				SR-62 Twentynine Palms Highway Westbound				Dumosa Avenue Northbound				SR-62 Twentynine Palms Highway Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
06:00 AM	0	0	0	0	1	116	1	118	1	0	3	4	1	115	2	118	240
06:15 AM	0	0	2	2	5	127	2	134	1	0	0	1	0	110	0	110	247
06:30 AM	0	0	1	1	5	111	2	118	2	0	1	3	0	163	1	169	291
06:45 AM	0	0	3	3	4	179	3	186	0	1	1	2	6	181	1	188	379
Total	0	0	6	6	15	533	8	556	4	1	5	10	12	569	4	585	1157
07:00 AM	1	0	1	2	4	208	2	214	1	0	1	2	8	166	3	177	395
07:15 AM	0	0	0	0	8	235	9	252	1	0	1	2	4	150	1	155	409
07:30 AM	1	1	2	4	5	142	1	148	0	0	3	3	6	140	2	148	303
07:45 AM	0	0	3	3	10	198	2	210	0	0	8	8	4	161	5	170	391
Total	2	1	6	9	27	783	14	824	2	0	13	15	22	617	11	650	1498
08:00 AM	0	0	1	1	11	187	0	198	0	0	1	1	4	161	0	165	365
08:15 AM	1	0	1	2	11	220	2	233	2	1	5	8	2	195	7	204	447
08:30 AM	0	0	7	7	11	211	2	224	3	1	5	9	8	197	5	210	450
08:45 AM	2	0	2	4	14	234	4	252	2	1	9	12	14	183	7	204	472
Total	3	0	11	14	47	852	8	907	7	3	20	30	28	736	19	783	1734
09:00 AM	1	1	2	4	23	229	3	255	0	1	10	11	11	197	6	214	484
09:15 AM	0	0	2	2	24	229	3	256	3	0	11	14	12	197	11	220	492
09:30 AM	0	0	6	6	17	207	11	235	1	0	13	14	16	214	10	240	495
09:45 AM	0	0	2	2	20	217	7	244	0	0	17	17	19	236	7	262	525
Total	1	1	12	14	84	882	24	990	4	1	51	56	58	844	34	936	1996
10:00 AM	2	0	6	8	16	198	5	219	1	1	12	14	15	234	4	253	494
10:15 AM	1	0	9	10	17	228	5	250	5	1	19	25	15	212	4	231	516
10:30 AM	1	0	4	5	21	251	5	277	3	2	14	19	18	225	4	247	548
10:45 AM	0	0	4	4	23	222	8	253	2	2	13	17	24	232	6	262	536
Total	4	0	23	27	77	899	23	999	11	6	58	75	72	903	18	993	2094
11:00 AM	0	0	7	7	19	250	5	274	2	0	21	23	16	203	2	221	525
11:15 AM	2	1	5	8	16	235	6	257	2	0	14	16	25	246	4	275	556
11:30 AM	1	0	5	6	18	236	8	262	3	2	10	15	20	286	6	312	595
11:45 AM	1	0	11	12	24	265	12	301	3	2	11	16	27	235	4	266	595
Total	4	1	28	33	77	986	31	1094	10	4	56	70	88	970	16	1074	2271
12:00 PM	1	0	11	12	16	253	11	280	0	1	23	24	25	267	3	295	611
12:15 PM	1	0	4	5	19	294	6	319	1	3	8	12	16	213	5	234	570
12:30 PM	0	0	7	7	26	267	3	296	1	0	7	8	8	27	4	269	580
12:45 PM	1	0	11	12	20	297	2	319	2	0	13	15	23	222	3	248	594
Total	3	0	33	36	81	1111	22	1214	4	4	51	59	91	940	15	1046	2355
01:00 PM	1	0	8	9	16	267	16	299	4	1	14	19	18	247	6	271	598
01:15 PM	0	0	10	10	19	274	6	299	4	1	13	18	21	235	2	258	585
01:30 PM	1	1	10	12	27	256	8	291	0	0	14	14	25	220	2	247	564
01:45 PM	0	1	7	8	24	280	6	310	3	1	9	13	23	213	3	239	570
Total	2	2	35	39	86	1077	36	1199	11	3	50	64	87	915	13	1015	2317
02:00 PM	2	1	7	10	21	274	8	303	2	0	20	22	21	236	1	258	593
02:15 PM	2	1	6	9	18	300	7	325	2	1	20	23	18	244	4	266	623
02:30 PM	1	0	9	10	16	250	13	279	2	1	8	11	22	258	3	283	583
02:45 PM	1	0	7	8	20	281	11	312	3	0	17	20	23	196	4	223	563
Total	6	2	29	37	75	1105	39	1219	9	2	65	76	84	934	12	1030	2362
03:00 PM	1	1	5	7	17	249	15	281	2	1	10	13	34	246	2	282	583
03:15 PM	0	0	6	6	18	263	15	296	1	3	9	13	18	217	3	238	553
03:30 PM	0	2	8	10	20	294	12	326	2	0	20	22	22	246	4	272	630
03:45 PM	1	0	9	10	19	279	6	304	9	2	19	30	27	264	5	296	640
Total	2	3	28	33	74	1085	48	1207	14	6	58	78	101	973	14	1088	2406

Town of Yucca Valley
 N/S: Dumosa Avenue
 E/W: SR-62 Twentynine Palms Highway
 Weather: Sunny

File Name : YCVDU62
 Site Code : 0000001
 Start Date : 3/30/2011
 Page No : 2

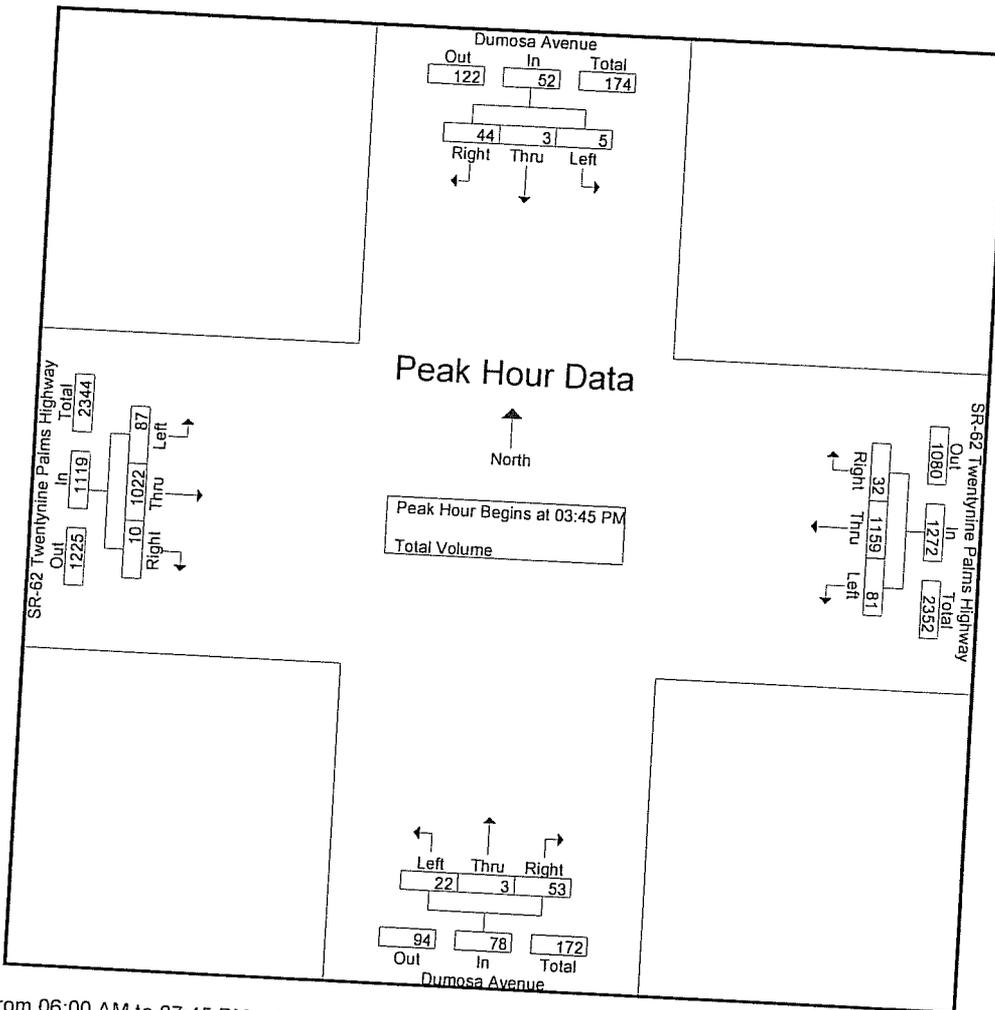
Groups Printed- Total Volume

Start Time	Dumosa Avenue Southbound				SR-62 Twentynine Palms Highway Westbound				Dumosa Avenue Northbound				SR-62 Twentynine Palms Highway Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
04:00 PM	1	1	13	15	17	290	9	316	4	0	10	14	23	253	3	279	624
04:15 PM	2	2	12	16	25	281	12	318	5	1	8	14	19	236	2	257	605
04:30 PM	1	0	10	11	20	309	5	334	4	0	16	20	18	269	0	287	652
04:45 PM	1	0	11	12	13	272	6	291	3	1	11	15	14	262	2	278	596
Total	5	3	46	54	75	1152	32	1259	16	2	45	63	74	1020	7	1101	2477
05:00 PM	1	1	12	14	25	286	7	318	3	0	3	6	22	286	7	315	653
05:15 PM	0	0	11	11	12	261	11	284	3	0	9	12	34	212	10	256	563
05:30 PM	1	1	6	8	8	217	13	238	1	1	7	9	26	240	2	268	523
05:45 PM	2	0	5	7	15	229	9	253	4	0	4	8	13	208	3	224	492
Total	4	2	34	40	60	993	40	1093	11	1	23	35	95	946	22	1063	2231
06:00 PM	0	0	4	4	13	197	5	215	4	0	9	13	12	187	6	205	437
06:15 PM	0	1	9	10	14	208	9	231	3	0	10	13	21	165	1	187	441
06:30 PM	1	0	7	8	12	155	7	174	0	2	5	7	16	169	3	188	377
06:45 PM	1	1	5	7	14	158	7	179	0	1	4	5	13	170	2	185	376
Total	2	2	25	29	53	718	28	799	7	3	28	38	62	691	12	765	1631
07:00 PM	2	0	13	15	9	159	1	169	3	0	4	7	13	171	4	188	379
07:15 PM	1	0	11	12	13	136	2	151	2	1	12	15	14	158	2	174	352
07:30 PM	2	1	2	5	9	131	1	141	0	0	4	4	13	137	2	152	302
07:45 PM	1	2	7	10	11	124	1	136	0	1	7	8	13	154	1	168	322
Total	6	3	33	42	42	550	5	597	5	2	27	34	53	620	9	682	1355
Grand Total	44	20	349	413	873	12726	358	13957	115	38	550	703	927	11678	206	12811	27884
Apprch %	10.7	4.8	84.5		6.3	91.2	2.6		16.4	5.4	78.2		7.2	91.2	1.6		
Total %	0.2	0.1	1.3	1.5	3.1	45.6	1.3	50.1	0.4	0.1	2	2.5	3.3	41.9	0.7	45.9	

Start Time	Dumosa Avenue Southbound				SR-62 Twentynine Palms Highway Westbound				Dumosa Avenue Northbound				SR-62 Twentynine Palms Highway Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
03:45 PM	1	0	9	10	19	279	6	304	9	2	19	30	27	264	5	296	640
04:00 PM	1	1	13	15	17	290	9	316	4	0	10	14	23	253	3	279	624
04:15 PM	2	2	12	16	25	281	12	318	5	1	8	14	19	236	2	257	605
04:30 PM	1	0	10	11	20	309	5	334	4	0	16	20	18	269	0	287	652
Total Volume	5	3	44	52	81	1159	32	1272	22	3	53	78	87	1022	10	1119	2521
% App. Total	9.6	5.8	84.6		6.4	91.1	2.5		28.2	3.8	67.9		7.8	91.3	0.9		
PHF	.625	.375	.846	.813	.810	.938	.667	.952	.611	.375	.697	.650	.806	.950	.500	.945	.967

Town of Yucca Valley
 N/S: Dumosa Avenue
 E/W: SR-62 Twentynine Palms Highway
 Weather: Sunny

File Name : YCVDU62
 Site Code : 00000001
 Start Date : 3/30/2011
 Page No : 3

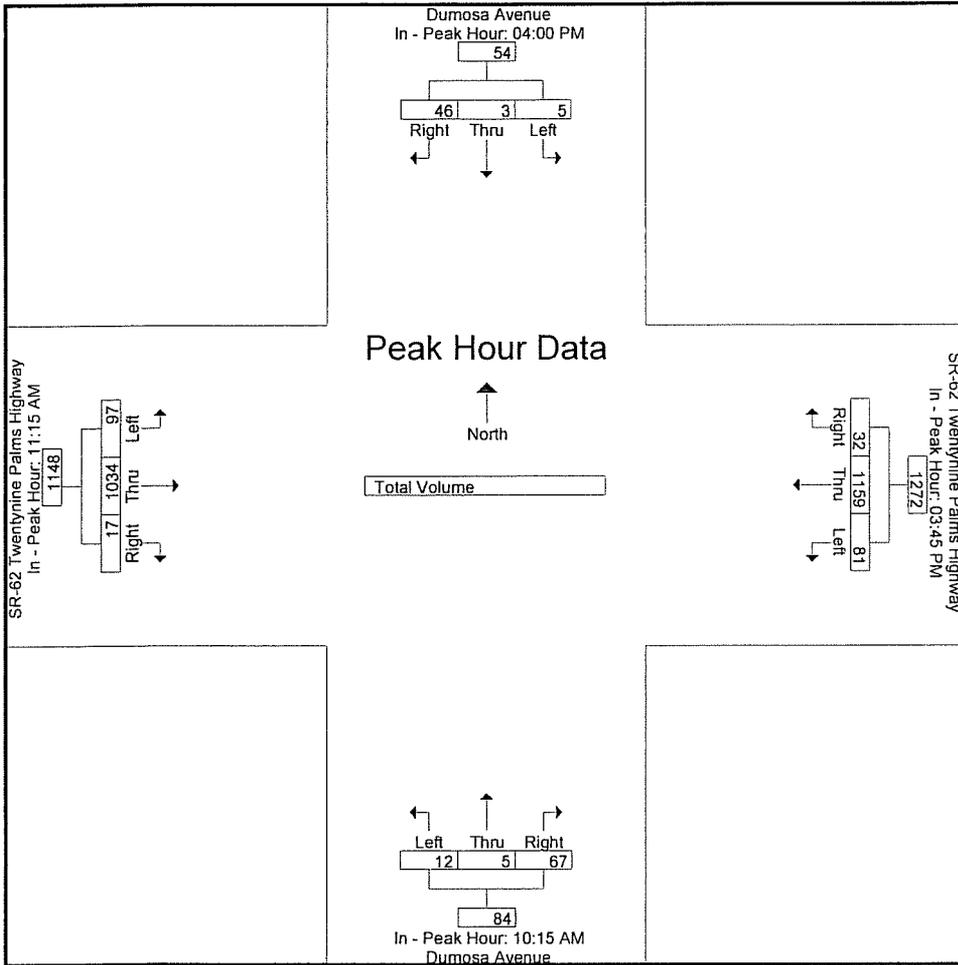


Peak Hour Analysis From 06:00 AM to 07:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	04:00 PM				03:45 PM				10:15 AM				11:15 AM			
+0 mins.	1	1	13	15	19	279	6	304	5	1	19	25	25	246	4	275
+15 mins.	2	2	12	16	17	290	9	316	3	2	14	19	20	286	6	312
+30 mins.	1	0	10	11	25	281	12	318	2	2	13	17	27	235	4	266
+45 mins.	1	0	11	12	20	309	5	334	2	0	21	23	25	267	3	295
Total Volume	5	3	46	54	81	1159	32	1272	12	5	67	84	97	1034	17	1148
% App. Total	9.3	5.6	85.2	54	6.4	91.1	2.5	94.3	14.3	6	79.8	84	8.4	90.1	1.5	90.1
PHF	.625	.375	.885	.844	.810	.938	.667	.952	.600	.625	.798	.840	.898	.904	.708	.920

Town of Yucca Valley
 N/S: Dumosa Avenue
 E/W: SR-62 Twentynine Palms Highway
 Weather: Sunny

File Name : YCVDU62
 Site Code : 0000001
 Start Date : 3/30/2011
 Page No : 4



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Town of Yucca Valley
 N/S: Dumosa Avenue
 E/W: Twentynine Palms Outer Highway So
 Weather: Sunny

File Name : YCVDUTPOHSAM
 Site Code : 00000001
 Start Date : 10/24/2012
 Page No : 1

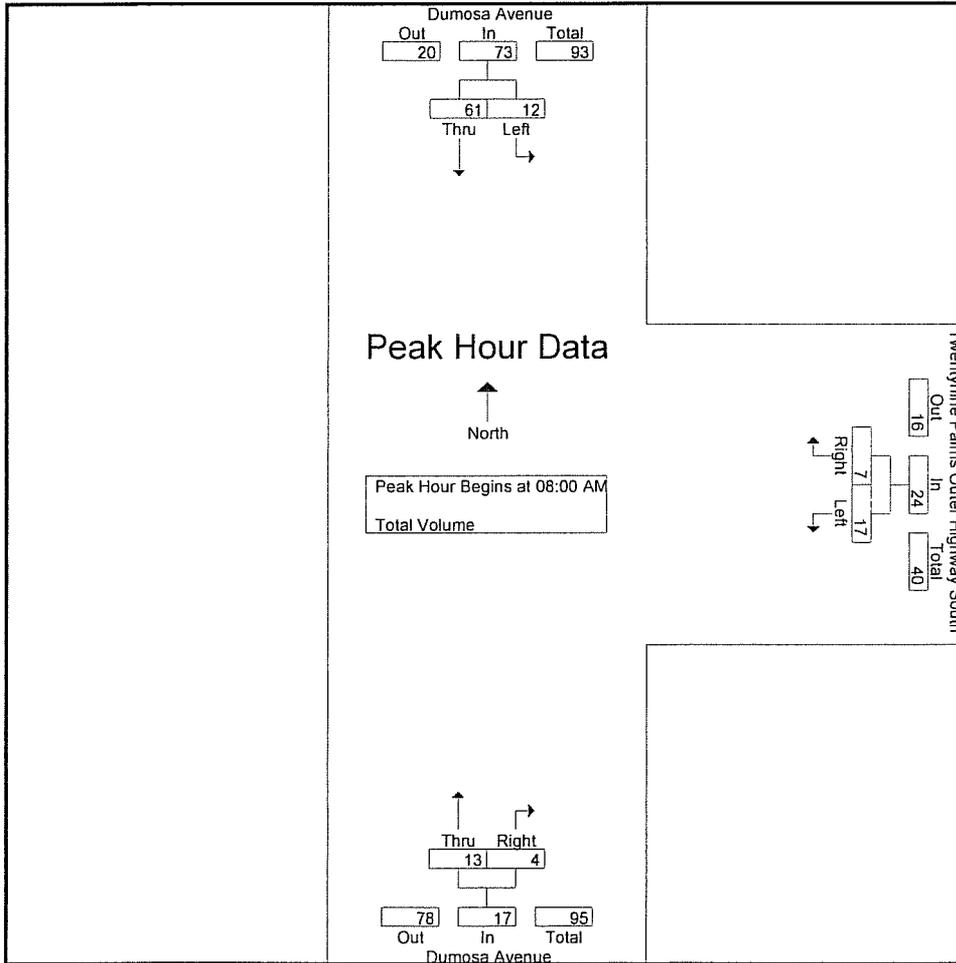
Groups Printed- Total Volume

Start Time	Dumosa Avenue Southbound			Twentynine Palms Outer Highway South Westbound			Dumosa Avenue Northbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
07:00 AM	1	9	10	2	1	3	4	2	6	19
07:15 AM	2	7	9	1	1	2	3	1	4	12
07:30 AM	1	6	7	1	1	2	2	1	3	15
07:45 AM	2	7	9	3	4	7	2	1	3	12
Total	6	29	35	7	7	14	4	1	5	21
08:00 AM	3	10	13	4	1	5	13	5	18	67
08:15 AM	1	11	12	5	1	6	3	0	3	21
08:30 AM	1	16	17	2	4	6	3	1	4	22
08:45 AM	7	24	31	6	1	7	4	1	5	28
Total	12	61	73	6	7	13	3	2	5	43
Grand Total	18	90	108	17	7	24	13	4	17	114
Apprch %	16.7	83.3		24	14	38	26	9	35	181
Total %	9.9	49.7	59.7	13.3	7.7	21	74.3	25.7	19.3	

Start Time	Dumosa Avenue Southbound			Twentynine Palms Outer Highway South Westbound			Dumosa Avenue Northbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 08:00 AM										
08:00 AM	3	10	13	4	1	5	3	0	3	21
08:15 AM	1	11	12	5	1	6	3	1	4	22
08:30 AM	1	16	17	2	4	6	4	1	5	28
08:45 AM	7	24	31	6	1	7	4	1	5	43
Total Volume	12	61	73	6	7	13	3	2	5	28
% App. Total	16.4	83.6		17	7	24	76.5	23.5	17	114
PHF	.429	.635	.589	.708	.438	.857	.813	.500	.850	.663

Town of Yucca Valley
 N/S: Dumosa Avenue
 E/W: Twentynine Palms Outer Highway So
 Weather: Sunny

File Name : YCVDUTPOHSAM
 Site Code : 00000001
 Start Date : 10/24/2012
 Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1

Peak Hour for Each Approach Begins at:

	08:00 AM			07:45 AM			07:00 AM		
+0 mins.	3	10	13	3	4	7	4	2	6
+15 mins.	1	11	12	4	1	5	3	1	4
+30 mins.	1	16	17	5	1	6	2	1	3
+45 mins.	7	24	31	2	4	6	4	1	5
Total Volume	12	61	73	14	10	24	13	5	18
% App. Total	16.4	83.6		58.3	41.7		72.2	27.8	
PHF	.429	.635	.589	.700	.625	.857	.813	.625	.750

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File Name : YCVDUTPOHSM D
 Site Code : 00000001
 Start Date : 10/24/2012
 Page No : 1

Town of Yucca Valley
 N/S: Dumosa Avenue
 E/W: Twentynine Palms Outer Highway So
 Weather: Sunny

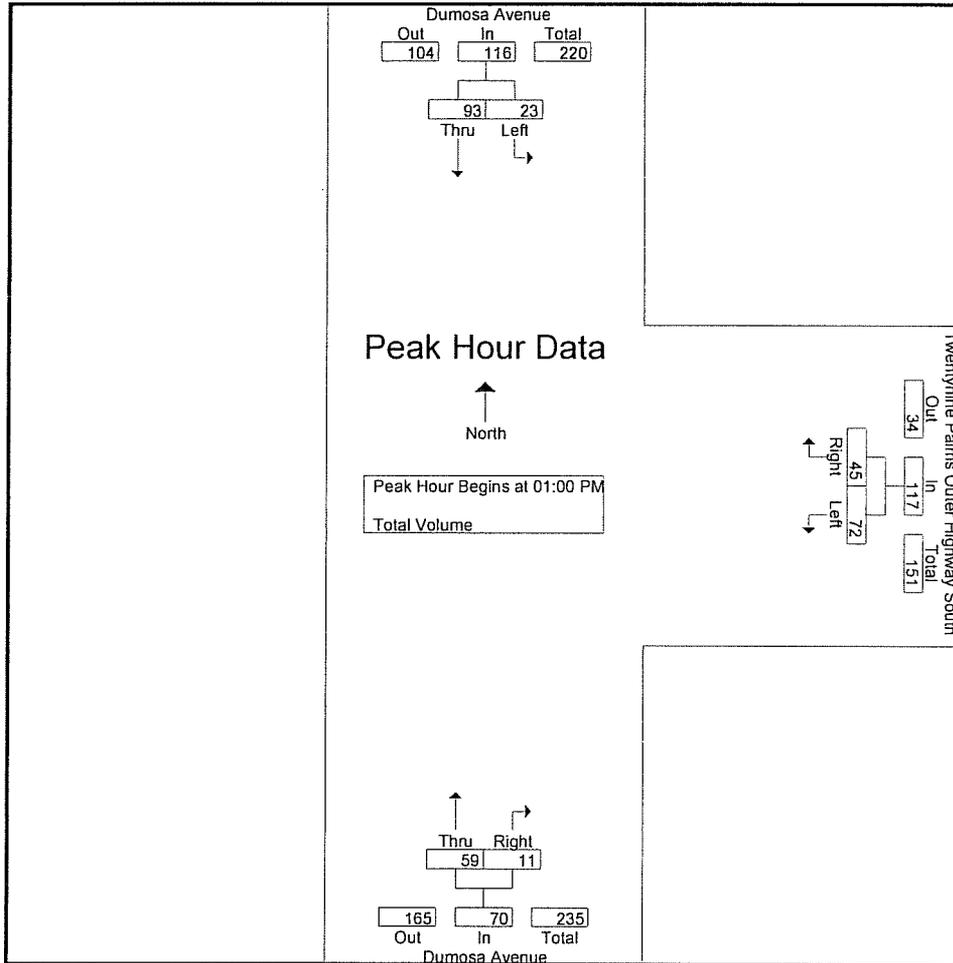
Groups Printed- Total Volume

Start Time	Dumosa Avenue Southbound			Twentynine Palms Outer Highway South Westbound			Dumosa Avenue Northbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
12:00 PM	8	18	26	7	3	10	8	2	10	46
12:15 PM	7	19	26	14	4	18	16	1	17	61
12:30 PM	5	20	25	13	8	21	10	6	16	62
12:45 PM	0	26	26	15	6	21	8	6	14	61
Total	20	83	103	49	21	70	42	15	57	230
01:00 PM	7	35	42	19	21	40	14	5	19	101
01:15 PM	5	18	23	20	8	28	10	2	12	63
01:30 PM	6	22	28	14	6	20	14	3	17	65
01:45 PM	5	18	23	19	10	29	21	1	22	74
Total	23	93	116	72	45	117	59	11	70	303
Grand Total	43	176	219	121	66	187	101	26	127	533
Apprch %	19.6	80.4		64.7	35.3		79.5	20.5		
Total %	8.1	33	41.1	22.7	12.4	35.1	18.9	4.9	23.8	

Start Time	Dumosa Avenue Southbound			Twentynine Palms Outer Highway South Westbound			Dumosa Avenue Northbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
Peak Hour Analysis From 12:00 PM to 01:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 01:00 PM										
01:00 PM	7	35	42	19	21	40	14	5	19	101
01:15 PM	5	18	23	20	8	28	10	2	12	63
01:30 PM	6	22	28	14	6	20	14	3	17	65
01:45 PM	5	18	23	19	10	29	21	1	22	74
Total Volume	23	93	116	72	45	117	59	11	70	303
% App. Total	19.8	80.2		61.5	38.5		84.3	15.7		
PHF	.821	.664	.690	.900	.536	.731	.702	.550	.795	.750

Town of Yucca Valley
 N/S: Dumosa Avenue
 E/W: Twentynine Palms Outer Highway So
 Weather: Sunny

File Name : YCVDUTPOHSMD
 Site Code : 00000001
 Start Date : 10/24/2012
 Page No : 2



Peak Hour Analysis From 12:00 PM to 01:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	12:15 PM			01:00 PM			01:00 PM		
+0 mins.	7	19	26	19	21	40	14	5	19
+15 mins.	5	20	25	20	8	28	10	2	12
+30 mins.	0	26	26	14	6	20	14	3	17
+45 mins.	7	35	42	19	10	29	21	1	22
Total Volume	19	100	119	72	45	117	59	11	70
% App. Total	16	84		61.5	38.5		84.3	15.7	
PHF	.679	.714	.708	.900	.536	.731	.702	.550	.795

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Town of Yucca Valley
 N/S: Dumosa Avenue
 E/W: Twentynine Palms Outer Highway So
 Weather: Sunny

File Name : YCVDUTPOHSPM
 Site Code : 00000001
 Start Date : 10/24/2012
 Page No : 1

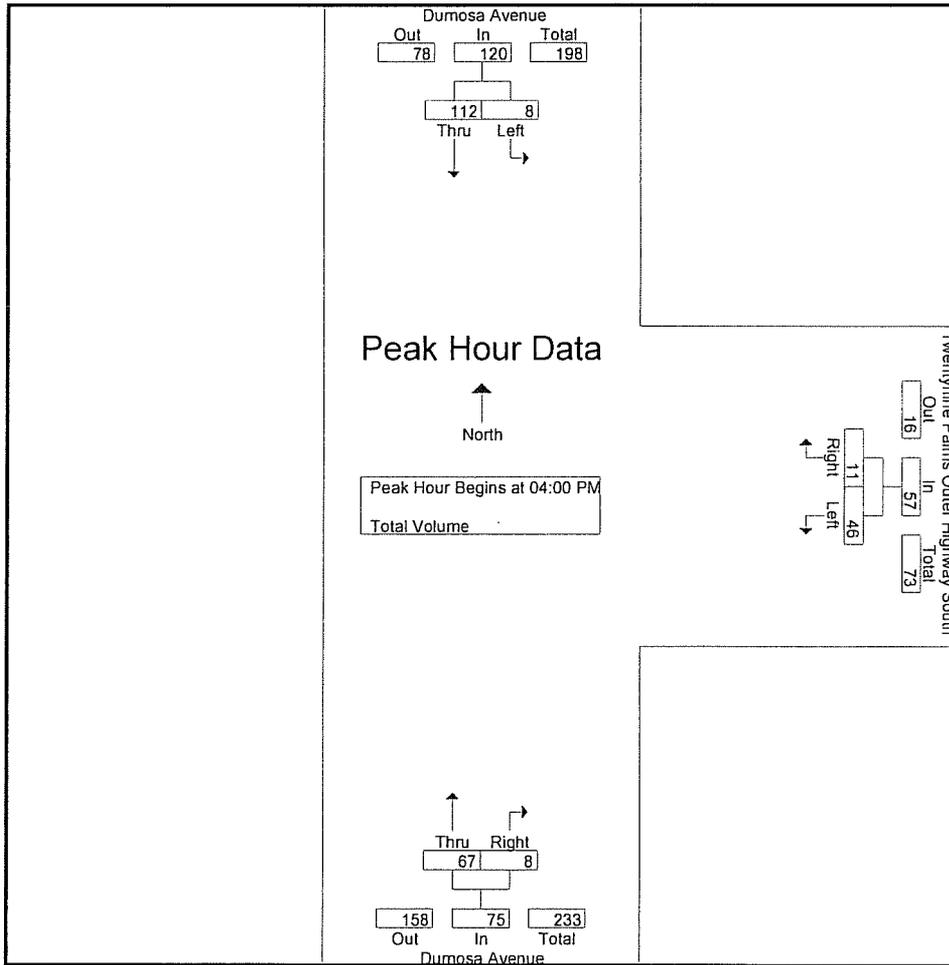
Groups Printed- Total Volume

Start Time	Dumosa Avenue Southbound			Twentynine Palms Outer Highway South Westbound			Dumosa Avenue Northbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
04:00 PM	4	30	34	8	0	8	17	2	19	61
04:15 PM	2	29	31	10	3	13	19	4	23	67
04:30 PM	1	23	24	14	3	17	15	1	16	57
04:45 PM	1	30	31	14	5	19	16	1	17	67
Total	8	112	120	46	11	57	67	8	75	252
05:00 PM	1	20	21	5	3	8	13	0	13	42
05:15 PM	0	22	22	5	1	6	14	3	17	45
05:30 PM	2	24	26	4	2	6	10	0	10	42
05:45 PM	3	26	29	6	0	6	11	4	15	50
Total	6	92	98	20	6	26	48	7	55	179
Grand Total	14	204	218	66	17	83	115	15	130	431
Apprch %	6.4	93.6		79.5	20.5		88.5	11.5		
Total %	3.2	47.3	50.6	15.3	3.9	19.3	26.7	3.5	30.2	

Start Time	Dumosa Avenue Southbound			Twentynine Palms Outer Highway South Westbound			Dumosa Avenue Northbound			Int. Total
	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:00 PM										
04:00 PM	4	30	34	8	0	8	17	2	19	61
04:15 PM	2	29	31	10	3	13	19	4	23	67
04:30 PM	1	23	24	14	3	17	15	1	16	57
04:45 PM	1	30	31	14	5	19	16	1	17	67
Total Volume	8	112	120	46	11	57	67	8	75	252
% App. Total	6.7	93.3		80.7	19.3		89.3	10.7		
PHF	.500	.933	.882	.821	.550	.750	.882	.500	.815	.940

Town of Yucca Valley
 N/S: Dumosa Avenue
 E/W: Twentynine Palms Outer Highway So
 Weather: Sunny

File Name : YCVDUTPOHSPM
 Site Code : 00000001
 Start Date : 10/24/2012
 Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	04:00 PM			04:00 PM			04:00 PM		
+0 mins.	4	30	34	8	0	8	17	2	19
+15 mins.	2	29	31	10	3	13	19	4	23
+30 mins.	1	23	24	14	3	17	15	1	16
+45 mins.	1	30	31	14	5	19	16	1	17
Total Volume	8	112	120	46	11	57	67	8	75
% App. Total	6.7	93.3		80.7	19.3		89.3	10.7	
PHF	.500	.933	.882	.821	.550	.750	.882	.500	.815

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Town of Yucca Valley
 N/S: Old Woman Springs Road (SR-247)
 E/W: Twentynine Palms Highway (SR-62)
 Weather: Sunny

File Name : YCVOWS62AM
 Site Code : 00000001
 Start Date : 4/27/2011
 Page No : 1

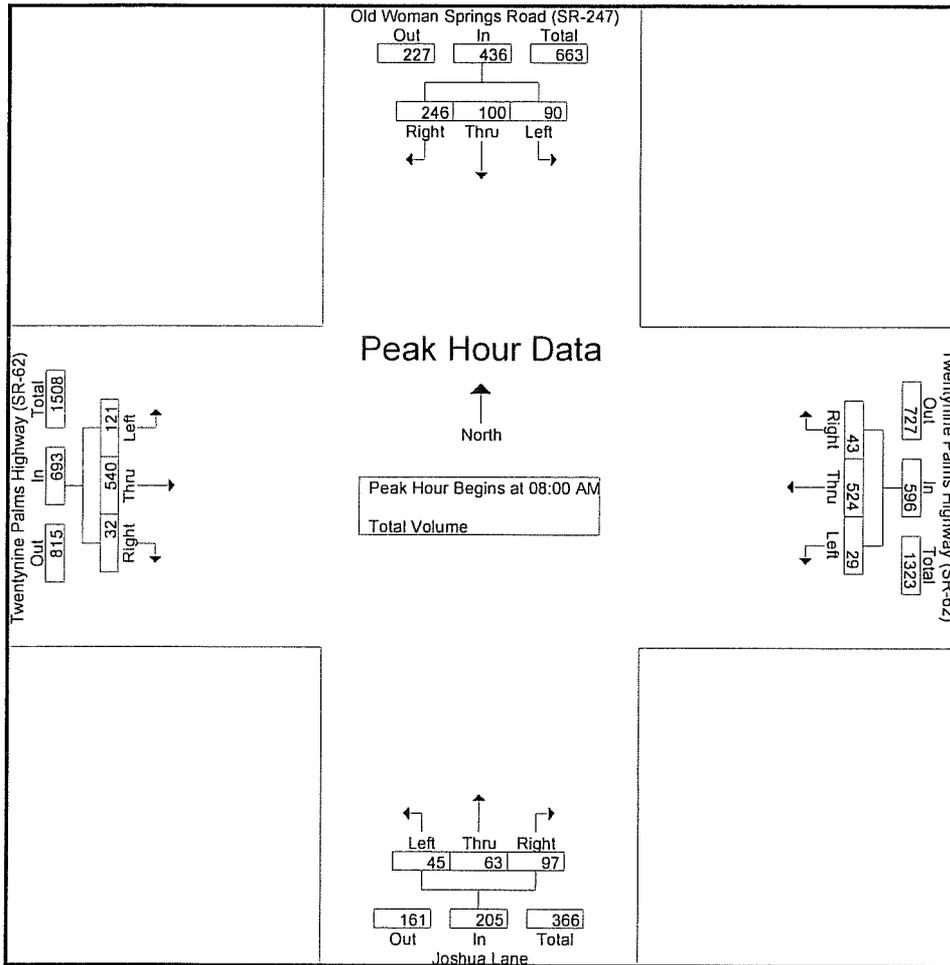
Groups Printed- Total Volume

Start Time	Old Woman Springs Road (SR-247) Southbound				Twentynine Palms Highway (SR-62) Westbound				Joshua Lane Northbound				Twentynine Palms Highway (SR-62) Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
07:00 AM	17	18	52	87	9	95	7	111	25	15	15	55	18	90	6	114	367
07:15 AM	15	15	54	84	4	122	11	137	20	10	22	52	26	85	9	120	393
07:30 AM	19	32	47	98	8	112	6	126	10	19	16	45	26	118	11	155	424
07:45 AM	21	20	69	110	15	142	14	171	14	26	18	58	24	126	7	157	496
Total	72	85	222	379	36	471	38	545	69	70	71	210	94	419	33	546	1680
08:00 AM	20	25	63	108	6	111	11	128	16	17	28	61	29	126	5	160	457
08:15 AM	21	20	51	92	5	136	2	143	9	12	23	44	28	114	8	150	429
08:30 AM	23	20	60	103	8	132	15	155	8	17	23	48	41	142	7	190	496
08:45 AM	26	35	72	133	10	145	15	170	12	17	23	52	23	158	12	193	548
Total	90	100	246	436	29	524	43	596	45	63	97	205	121	540	32	693	1930
Grand Total	162	185	468	815	65	995	81	1141	114	133	168	415	215	959	65	1239	3610
Apprch %	19.9	22.7	57.4		5.7	87.2	7.1		27.5	32	40.5		17.4	77.4	5.2		
Total %	4.5	5.1	13	22.6	1.8	27.6	2.2	31.6	3.2	3.7	4.7	11.5	6	26.6	1.8	34.3	

Start Time	Old Woman Springs Road (SR-247) Southbound				Twentynine Palms Highway (SR-62) Westbound				Joshua Lane Northbound				Twentynine Palms Highway (SR-62) Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak I of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	20	25	63	108	6	111	11	128	16	17	28	61	29	126	5	160	457
08:15 AM	21	20	51	92	5	136	2	143	9	12	23	44	28	114	8	150	429
08:30 AM	23	20	60	103	8	132	15	155	8	17	23	48	41	142	7	190	496
08:45 AM	26	35	72	133	10	145	15	170	12	17	23	52	23	158	12	193	548
Total Volume	90	100	246	436	29	524	43	596	45	63	97	205	121	540	32	693	1930
% App. Total	20.6	22.9	56.4		4.9	87.9	7.2		22	30.7	47.3		17.5	77.9	4.6		
PHF	.865	.714	.854	.820	.725	.903	.717	.876	.703	.926	.866	.840	.738	.854	.667	.898	.880

Town of Yucca Valley
 N/S: Old Woman Springs Road (SR-247)
 E/W: Twentynine Palms Highway (SR-62)
 Weather: Sunny

File Name : YCVOWS62AM
 Site Code : 00000001
 Start Date : 4/27/2011
 Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	08:00 AM				07:45 AM				07:15 AM				08:00 AM			
+0 mins.	20	25	63	108	15	142	14	171	20	10	22	52	29	126	5	160
+15 mins.	21	20	51	92	6	111	11	128	10	19	16	45	28	114	8	150
+30 mins.	23	20	60	103	5	136	2	143	14	26	18	58	41	142	7	190
+45 mins.	26	35	72	133	8	132	15	155	16	17	28	61	23	158	12	193
Total Volume	90	100	246	436	34	521	42	597	60	72	84	216	121	540	32	693
% App. Total	20.6	22.9	56.4		5.7	87.3	7		27.8	33.3	38.9		17.5	77.9	4.6	
PHF	.865	.714	.854	.820	.567	.917	.700	.873	.750	.692	.750	.885	.738	.854	.667	.898

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Town of Yucca Valley
 N/S: Old Woman Springs Road (SR-247)
 E/W: Twentynine Palms Highway (SR-62)
 Weather: Sunny

File Name : YCVOWS62MD
 Site Code : 00000001
 Start Date : 4/27/2011
 Page No : 1

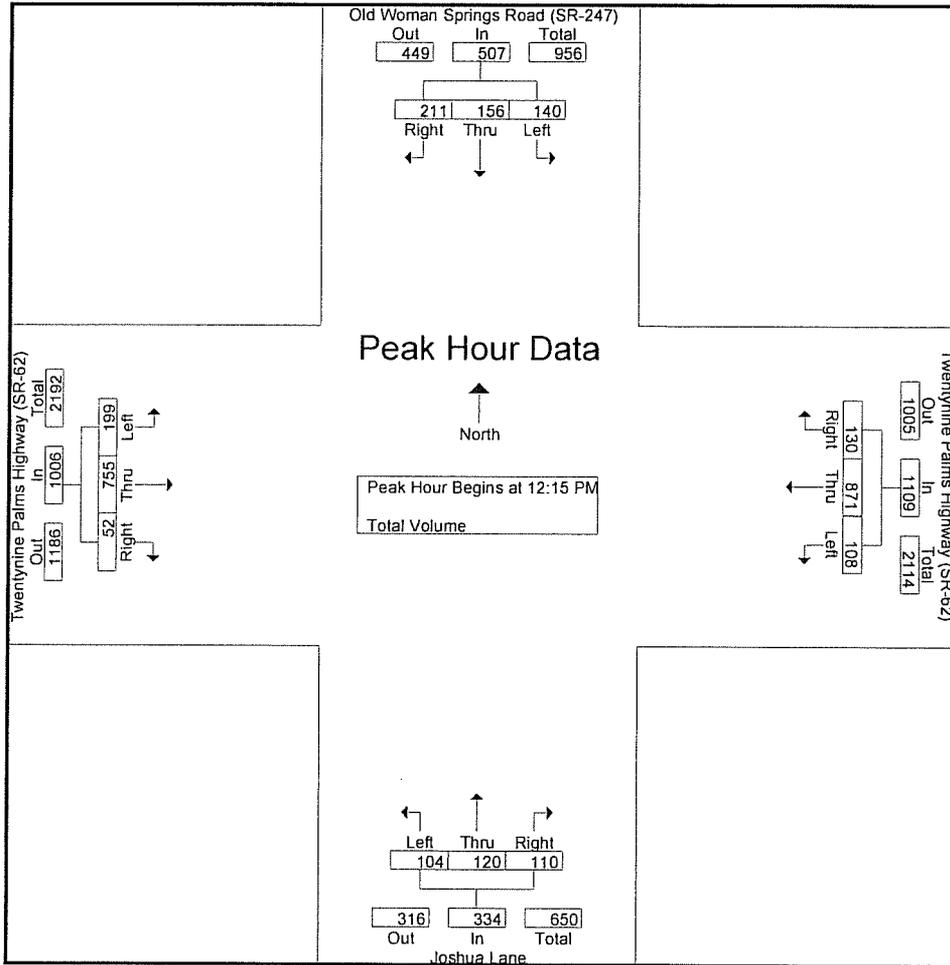
Groups Printed- Total Volume

Start Time	Old Woman Springs Road (SR-247) Southbound				Twentynine Palms Highway (SR-62) Westbound				Joshua Lane Northbound				Twentynine Palms Highway (SR-62) Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
12:00 PM	32	40	43	115	21	195	24	240	27	29	32	88	51	178	20	249	692
12:15 PM	38	30	56	124	22	212	31	265	26	40	33	99	49	179	12	240	728
12:30 PM	45	45	41	131	37	214	34	285	24	24	30	78	50	177	6	233	727
12:45 PM	30	44	59	133	26	237	28	291	26	29	20	75	48	201	19	268	767
Total	145	159	199	503	106	858	117	1081	103	122	115	340	198	735	57	990	2914
01:00 PM	27	37	55	119	23	208	37	268	28	27	27	82	52	198	15	265	734
01:15 PM	41	40	64	145	16	195	16	227	23	37	22	82	63	180	14	257	711
01:30 PM	33	27	42	102	18	226	33	277	14	21	20	55	44	171	17	232	666
01:45 PM	35	32	42	109	31	197	27	255	30	31	23	84	56	175	17	248	696
Total	136	136	203	475	88	826	113	1027	95	116	92	303	215	724	63	1002	2807
Grand Total	281	295	402	978	194	1684	230	2108	198	238	207	643	413	1459	120	1992	5721
Apprch %	28.7	30.2	41.1		9.2	79.9	10.9		30.8	37	32.2		20.7	73.2	6		
Total %	4.9	5.2	7	17.1	3.4	29.4	4	36.8	3.5	4.2	3.6	11.2	7.2	25.5	2.1	34.8	

Start Time	Old Woman Springs Road (SR-247) Southbound				Twentynine Palms Highway (SR-62) Westbound				Joshua Lane Northbound				Twentynine Palms Highway (SR-62) Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 12:00 PM to 01:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 12:15 PM																	
12:15 PM	38	30	56	124	22	212	31	265	26	40	33	99	49	179	12	240	728
12:30 PM	45	45	41	131	37	214	34	285	24	24	30	78	50	177	6	233	727
12:45 PM	30	44	59	133	26	237	28	291	26	29	20	75	48	201	19	268	767
01:00 PM	27	37	55	119	23	208	37	268	28	27	27	82	52	198	15	265	734
Total Volume	140	156	211	507	108	871	130	1109	104	120	110	334	199	755	52	1006	2956
% App. Total	27.6	30.8	41.6		9.7	78.5	11.7		31.1	35.9	32.9		19.8	75	5.2		
PHF	.778	.867	.894	.953	.730	.919	.878	.953	.929	.750	.833	.843	.957	.939	.684	.938	.963

Town of Yucca Valley
 N/S: Old Woman Springs Road (SR-247)
 E/W: Twentynine Palms Highway (SR-62)
 Weather: Sunny

File Name : YCVOWS62MD
 Site Code : 00000001
 Start Date : 4/27/2011
 Page No : 2



Peak Hour Analysis From 12:00 PM to 01:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	12:30 PM				12:15 PM				12:00 PM				12:30 PM			
+0 mins.	45	45	41	131	22	212	31	265	27	29	32	88	50	177	6	233
+15 mins.	30	44	59	133	37	214	34	285	26	40	33	99	48	201	19	268
+30 mins.	27	37	55	119	26	237	28	291	24	24	30	78	52	198	15	265
+45 mins.	41	40	64	145	23	208	37	268	26	29	20	75	63	180	14	257
Total Volume	143	166	219	528	108	871	130	1109	103	122	115	340	213	756	54	1023
% App. Total	27.1	31.4	41.5		9.7	78.5	11.7		30.3	35.9	33.8		20.8	73.9	5.3	
PHF	.794	.922	.855	.910	.730	.919	.878	.953	.954	.763	.871	.859	.845	.940	.711	.954

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Town of Yucca Valley
 N/S: Old Woman Springs Road (SR-247)
 E/W: Twentynine Palms Highway (SR-62)
 Weather: Sunny

File Name : YCVOWS62PM
 Site Code : 00000001
 Start Date : 4/27/2011
 Page No : 1

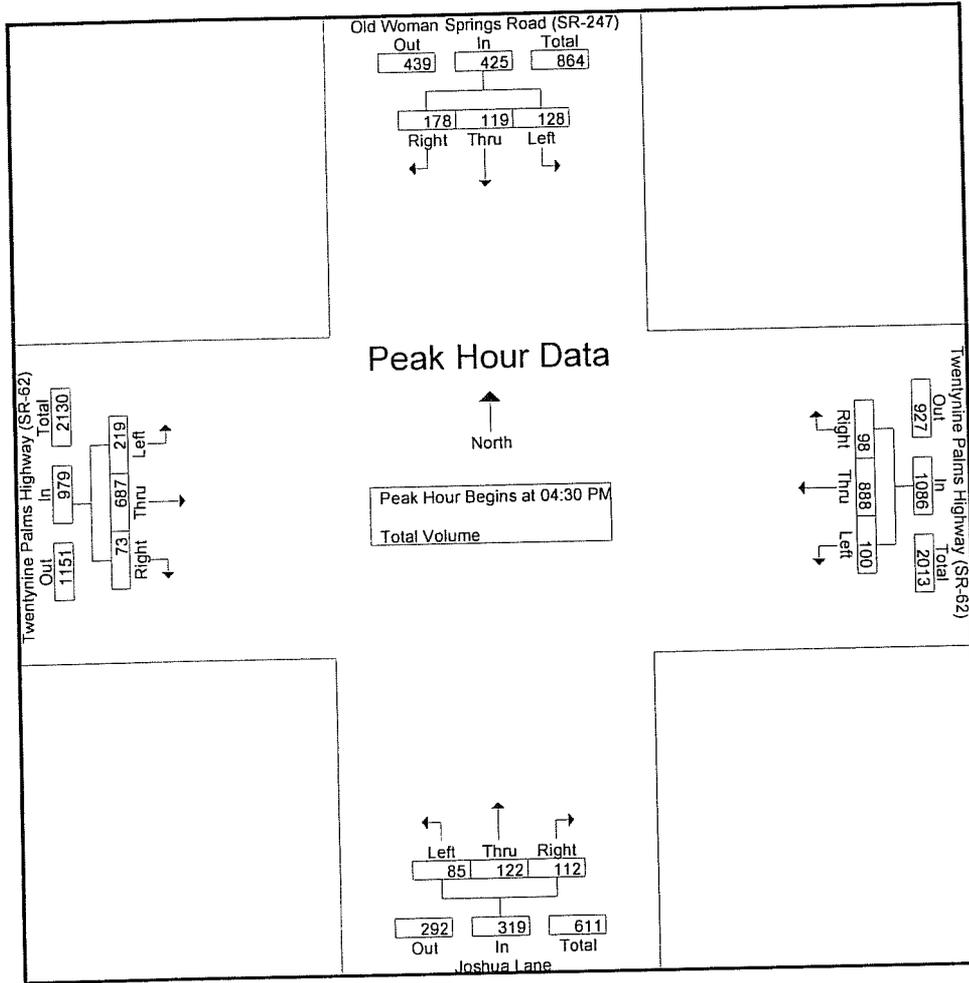
Groups Printed- Total Volume

Start Time	Old Woman Springs Road (SR-247) Southbound				Twentynine Palms Highway (SR-62) Westbound				Joshua Lane Northbound				Twentynine Palms Highway (SR-62) Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
04:00 PM	24	34	44	102	23	209	38	270	18	28	28	74	53	183	15	251	697
04:15 PM	36	34	38	108	28	202	18	248	23	32	31	86	56	156	12	224	666
04:30 PM	28	29	50	107	23	213	22	258	19	27	23	69	45	156	13	214	648
04:45 PM	32	27	50	109	29	230	23	282	20	22	33	75	60	175	23	258	724
Total	120	124	182	426	103	854	101	1058	80	109	115	304	214	670	63	947	2735
05:00 PM	29	28	35	92	26	245	27	298	22	38	36	96	55	180	20	255	741
05:15 PM	39	35	43	117	22	200	26	248	24	35	20	79	59	176	17	252	696
05:30 PM	21	23	44	88	14	212	16	242	18	26	28	72	52	173	11	236	638
05:45 PM	25	24	46	95	24	176	17	217	23	28	25	76	58	162	18	238	626
Total	114	110	168	392	86	833	86	1005	87	127	109	323	224	691	66	981	2701
Grand Total	234	234	350	818	189	1687	187	2063	167	236	224	627	438	1361	129	1928	5436
Apprch %	28.6	28.6	42.8		9.2	81.8	9.1		26.6	37.6	35.7		22.7	70.6	6.7		
Total %	4.3	4.3	6.4	15	3.5	31	3.4	38	3.1	4.3	4.1	11.5	8.1	25	2.4	35.5	

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
 Peak Hour for Entire Intersection Begins at 04:30 PM

Start Time	Old Woman Springs Road (SR-247) Southbound				Twentynine Palms Highway (SR-62) Westbound				Joshua Lane Northbound				Twentynine Palms Highway (SR-62) Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
04:30 PM	28	29	50	107	23	213	22	258	19	27	23	69	45	156	13	214	648
04:45 PM	32	27	50	109	29	230	23	282	20	22	33	75	60	175	23	258	724
05:00 PM	29	28	35	92	26	245	27	298	22	38	36	96	55	180	20	255	741
05:15 PM	39	35	43	117	22	200	26	248	24	35	20	79	59	176	17	252	696
Total Volume	128	119	178	425	100	888	98	1086	85	122	112	319	219	687	73	979	2809
% App. Total	30.1	28	41.9		9.2	81.8	9		26.6	38.2	35.1		22.4	70.2	7.5		
PHF	.821	.850	.890	.908	.862	.906	.907	.911	.885	.803	.778	.831	.913	.954	.793	.949	.948

Town of Yucca Valley
 N/S: Old Woman Springs Road (SR-247)
 E/W: Twentynine Palms Highway (SR-62)
 Weather: Sunny



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	04:00 PM				04:15 PM				04:15 PM				04:45 PM			
+0 mins.	24	34	44	102	28	202	18	248	23	32	31	86	60	175	23	258
+15 mins.	36	34	38	108	23	213	22	258	19	27	23	69	55	180	20	255
+30 mins.	28	29	50	107	29	230	23	282	20	22	33	75	59	176	17	252
+45 mins.	32	27	50	109	26	245	27	298	22	38	36	96	52	173	11	236
Total Volume	120	124	182	426	106	890	90	1086	84	119	123	326	226	704	71	1001
% App. Total	28.2	29.1	42.7		9.8	82	8.3		25.8	36.5	37.7		22.6	70.3	7.1	
PHF	.833	.912	.910	.977	.914	.908	.833	.911	.913	.783	.854	.849	.942	.978	.772	.970

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Town of Yucca Valley
 N/S: Joshua Lane
 E/W: Twentynine Palms Outerhighway South
 Weather: Sunny

File Name : YCVJOTPOHSAM
 Site Code : 0000001
 Start Date : 4/27/2011
 Page No : 1

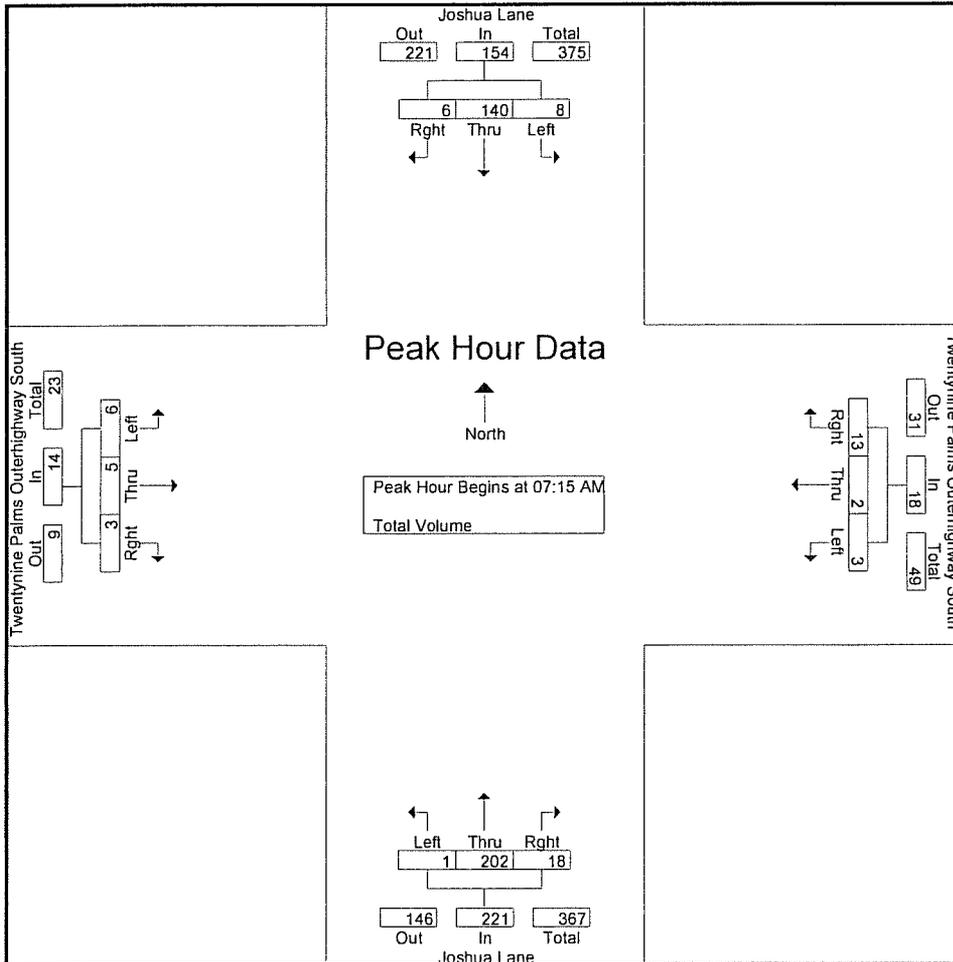
Groups Printed- Total Volume

Start Time	Joshua Lane Southbound				Twentynine Palms Outerhighway South Westbound				Joshua Lane Northbound				Twentynine Palms Outerhighway South Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
07:00 AM	2	28	2	32	1	1	3	5	0	45	2	47	1	0	0	1	85
07:15 AM	0	28	1	29	0	1	2	3	0	52	3	55	2	0	0	2	89
07:30 AM	3	46	0	49	0	0	4	4	1	42	2	45	1	2	2	5	103
07:45 AM	3	37	2	42	1	1	2	4	0	53	5	58	1	2	0	3	107
Total	8	139	5	152	2	3	11	16	1	192	12	205	5	4	2	11	384
08:00 AM	2	29	3	34	2	0	5	7	0	55	8	63	2	1	1	4	108
08:15 AM	4	25	4	33	0	0	4	4	0	41	6	47	2	0	3	5	89
08:30 AM	5	26	3	34	1	0	5	6	0	44	4	48	2	3	1	6	94
08:45 AM	4	51	1	56	3	0	2	5	0	45	5	50	3	2	0	5	116
Total	15	131	11	157	6	0	16	22	0	185	23	208	9	6	5	20	407
Grand Total	23	270	16	309	8	3	27	38	1	377	35	413	14	10	7	31	791
Apprch %	7.4	87.4	5.2		21.1	7.9	71.1		0.2	91.3	8.5		45.2	32.3	22.6		
Total %	2.9	34.1	2	39.1	1	0.4	3.4	4.8	0.1	47.7	4.4	52.2	1.8	1.3	0.9	3.9	

Start Time	Joshua Lane Southbound				Twentynine Palms Outerhighway South Westbound				Joshua Lane Northbound				Twentynine Palms Outerhighway South Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	0	28	1	29	0	1	2	3	0	52	3	55	2	0	0	2	89
07:30 AM	3	46	0	49	0	0	4	4	1	42	2	45	1	2	2	5	103
07:45 AM	3	37	2	42	1	1	2	4	0	53	5	58	1	2	0	3	107
08:00 AM	2	29	3	34	2	0	5	7	0	55	8	63	2	1	1	4	108
Total Volume	8	140	6	154	3	2	13	18	1	202	18	221	6	5	3	14	407
% App. Total	5.2	90.9	3.9		16.7	11.1	72.2		0.5	91.4	8.1		42.9	35.7	21.4		
PHF	.667	.761	.500	.786	.375	.500	.650	.643	.250	.918	.563	.877	.750	.625	.375	.700	.942

Town of Yucca Valley
 N/S: Joshua Lane
 E/W: Twentynine Palms Outerhighway South
 Weather: Sunny

File Name : YCVJOTPOHSAM
 Site Code : 00000001
 Start Date : 4/27/2011
 Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	07:30 AM				08:00 AM				07:15 AM				08:00 AM			
+0 mins.	3	46	0	49	2	0	5	7	0	52	3	55	2	1	1	4
+15 mins.	3	37	2	42	0	0	4	4	1	42	2	45	2	0	3	5
+30 mins.	2	29	3	34	1	0	5	6	0	53	5	58	2	3	1	6
+45 mins.	4	25	4	33	3	0	2	5	0	55	8	63	3	2	0	5
Total Volume	12	137	9	158	6	0	16	22	1	202	18	221	9	6	5	20
% App. Total	7.6	86.7	5.7		27.3	0	72.7		0.5	91.4	8.1		45	30	25	
PHF	.750	.745	.563	.806	.500	.000	.800	.786	.250	.918	.563	.877	.750	.500	.417	.833

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Town of Yucca Valley
 N/S: Joshua Lane
 E/W: Twentynine Palms Outerhighway South
 Weather: Sunny

File Name : YCVJOTPOHSMD
 Site Code : 0000001
 Start Date : 4/27/2011
 Page No : 1

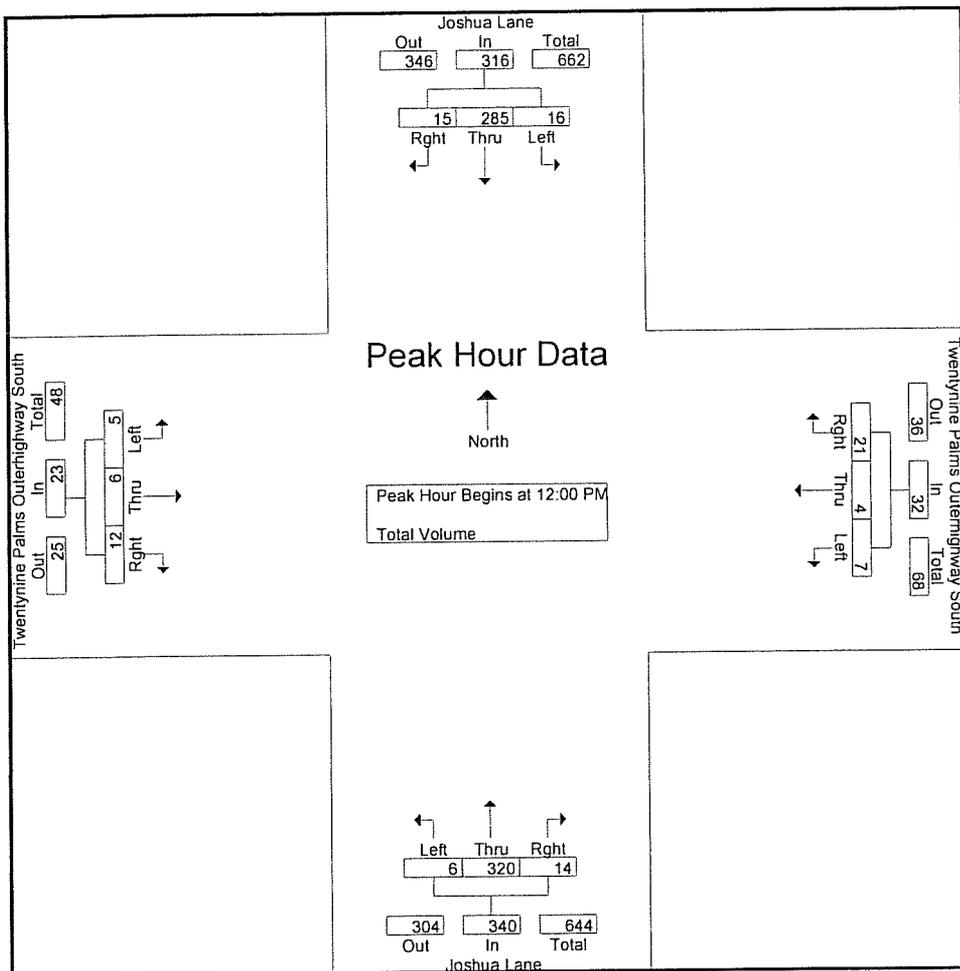
Groups Printed- Total Volume

Start Time	Joshua Lane Southbound				Twentynine Palms Outerhighway South Westbound				Joshua Lane Northbound				Twentynine Palms Outerhighway South Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
12:00 PM	8	64	4	76	1	2	7	10	2	85	2	89	1	3	3	7	182
12:15 PM	1	62	4	67	1	0	2	3	2	91	0	93	3	1	1	5	168
12:30 PM	4	78	5	87	2	1	6	9	1	73	8	82	1	1	5	7	185
12:45 PM	3	81	2	86	3	1	6	10	1	71	4	76	0	1	3	4	176
Total	16	285	15	316	7	4	21	32	6	320	14	340	5	6	12	23	711
01:00 PM	4	72	4	80	3	3	6	12	0	78	4	82	1	2	2	5	179
01:15 PM	4	62	3	69	4	1	9	14	1	65	10	76	4	0	4	8	167
01:30 PM	3	54	3	60	1	1	5	7	2	44	8	54	1	2	3	6	127
01:45 PM	4	69	5	78	2	1	9	12	0	68	4	72	3	1	4	8	170
Total	15	257	15	287	10	6	29	45	3	255	26	284	9	5	13	27	643
Grand Total	31	542	30	603	17	10	50	77	9	575	40	624	14	11	25	50	1354
Apprch %	5.1	89.9	5		22.1	13	64.9		1.4	92.1	6.4		28	22	50		
Total %	2.3	40	2.2	44.5	1.3	0.7	3.7	5.7	0.7	42.5	3	46.1	1	0.8	1.8	3.7	

Start Time	Joshua Lane Southbound				Twentynine Palms Outerhighway South Westbound				Joshua Lane Northbound				Twentynine Palms Outerhighway South Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 12:00 PM to 01:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 12:00 PM																	
12:00 PM	8	64	4	76	1	2	7	10	2	85	2	89	1	3	3	7	182
12:15 PM	1	62	4	67	1	0	2	3	2	91	0	93	3	1	1	5	168
12:30 PM	4	78	5	87	2	1	6	9	1	73	8	82	1	1	5	7	185
12:45 PM	3	81	2	86	3	1	6	10	1	71	4	76	0	1	3	4	176
Total Volume	16	285	15	316	7	4	21	32	6	320	14	340	5	6	12	23	711
% App. Total	5.1	90.2	4.7		21.9	12.5	65.6		1.8	94.1	4.1		21.7	26.1	52.2		
PHF	.500	.880	.750	.908	.583	.500	.750	.800	.750	.879	.438	.914	.417	.500	.600	.821	.961

Town of Yucca Valley
 N/S: Joshua Lane
 E/W: Twentynine Palms Outerhighway South
 Weather: Sunny

File Name : YCVJOTPOHSMD
 Site Code : 0000001
 Start Date : 4/27/2011
 Page No : 2



Peak Hour Analysis From 12:00 PM to 01:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	12:30 PM				12:30 PM				12:00 PM				01:00 PM			
+0 mins.	4	78	5	87	2	1	6	9	2	85	2	89	1	2	2	5
+15 mins.	3	81	2	86	3	1	6	10	2	91	0	93	4	0	4	8
+30 mins.	4	72	4	80	3	3	6	12	1	73	8	82	1	2	3	6
+45 mins.	4	62	3	69	4	1	9	14	1	71	4	76	3	1	4	8
Total Volume	15	293	14	322	12	6	27	45	6	320	14	340	9	5	13	27
% App. Total	4.7	91	4.3		26.7	13.3	60		1.8	94.1	4.1		33.3	18.5	48.1	
PHF	.938	.904	.700	.925	.750	.500	.750	.804	.750	.879	.438	.914	.563	.625	.813	.844

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Town of Yucca Valley
 N/S: Joshua Lane
 E/W: Twentynine Palms Outerhighway South
 Weather: Sunny

File Name : YCVJOTPOHSPM
 Site Code : 0000001
 Start Date : 4/27/2011
 Page No : 1

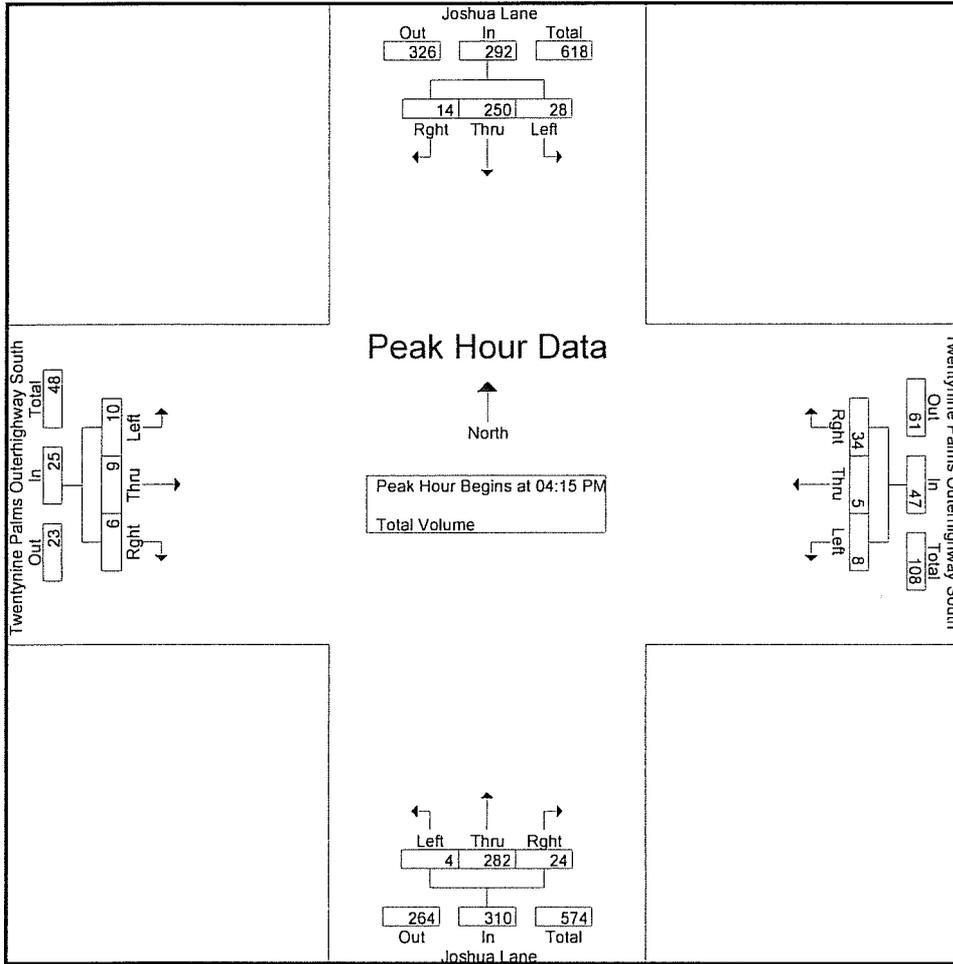
Groups Printed- Total Volume

Start Time	Joshua Lane Southbound				Twentynine Palms Outerhighway South Westbound				Joshua Lane Northbound				Twentynine Palms Outerhighway South Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
04:00 PM	6	62	3	71	5	2	6	13	0	61	6	67	1	2	4	7	158
04:15 PM	3	65	2	70	1	0	9	10	0	79	5	84	0	4	2	6	170
04:30 PM	8	56	6	70	0	0	11	11	2	57	5	64	3	1	2	6	151
04:45 PM	10	61	4	75	5	2	4	11	0	68	8	76	1	1	1	3	165
Total	27	244	15	286	11	4	30	45	2	265	24	291	5	8	9	22	644
05:00 PM	7	68	2	77	2	3	10	15	2	78	6	86	6	3	1	10	188
05:15 PM	1	61	4	66	3	1	11	15	0	66	10	76	4	1	4	9	166
05:30 PM	1	54	1	56	2	1	9	12	1	66	6	73	1	2	2	5	146
05:45 PM	6	51	5	62	3	0	5	8	0	72	2	74	3	1	2	6	150
Total	15	234	12	261	10	5	35	50	3	282	24	309	14	7	9	30	650
Grand Total	42	478	27	547	21	9	65	95	5	547	48	600	19	15	18	52	1294
Apprch %	7.7	87.4	4.9		22.1	9.5	68.4		0.8	91.2	8		36.5	28.8	34.6		
Total %	3.2	36.9	2.1	42.3	1.6	0.7	5	7.3	0.4	42.3	3.7	46.4	1.5	1.2	1.4	4	

Start Time	Joshua Lane Southbound				Twentynine Palms Outerhighway South Westbound				Joshua Lane Northbound				Twentynine Palms Outerhighway South Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:15 PM																	
04:15 PM	3	65	2	70	1	0	9	10	0	79	5	84	0	4	2	6	170
04:30 PM	8	56	6	70	0	0	11	11	2	57	5	64	3	1	2	6	151
04:45 PM	10	61	4	75	5	2	4	11	0	68	8	76	1	1	1	3	165
05:00 PM	7	68	2	77	2	3	10	15	2	78	6	86	6	3	1	10	188
Total Volume	28	250	14	292	8	5	34	47	4	282	24	310	10	9	6	25	674
% App. Total	9.6	85.6	4.8		17	10.6	72.3		1.3	91	7.7		40	36	24		
PHF	.700	.919	.583	.948	.400	.417	.773	.783	.500	.892	.750	.901	.417	.563	.750	.625	.896

Town of Yucca Valley
 N/S: Joshua Lane
 E/W: Twentynine Palms Outerhighway South
 Weather: Sunny

File Name : YCVJOTPOHSPM
 Site Code : 00000001
 Start Date : 4/27/2011
 Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	04:15 PM				04:45 PM				04:45 PM				05:00 PM			
+0 mins.	3	65	2	70	5	2	4	11	0	68	8	76	6	3	1	10
+15 mins.	8	56	6	70	2	3	10	15	2	78	6	86	4	1	4	9
+30 mins.	10	61	4	75	3	1	11	15	0	66	10	76	1	2	2	5
+45 mins.	7	68	2	77	2	1	9	12	1	66	6	73	3	1	2	6
Total Volume	28	250	14	292	12	7	34	53	3	278	30	311	14	7	9	30
% App. Total	9.6	85.6	4.8		22.6	13.2	64.2		1	89.4	9.6		46.7	23.3	30	
PHF	.700	.919	.583	.948	.600	.583	.773	.883	.375	.891	.750	.904	.583	.583	.563	.750

Re-routed Paths

**Existing Synchro LOS and Queuing
Analysis Worksheets**

HCM Signalized Intersection Capacity Analysis
 1: Dumosa Ave & 29 Palms Hwy

Existing with Signal
 Timing Plan: MD



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↙	↕		↙	↕			↕			↕	
Volume (vph)	113	920	10	73	983	6	12	5	84	2	0	42
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0			4.0			4.0	
Lane Util. Factor	1.00	0.95		1.00	0.95			1.00			1.00	
Frt	1.00	1.00		1.00	1.00			0.89			0.87	
Flt Protected	0.95	1.00		0.95	1.00			0.99			1.00	
Satd. Flow (prot)	1770	3534		1770	3536			1643			1619	
Flt Permitted	0.95	1.00		0.95	1.00			0.97			0.99	
Satd. Flow (perm)	1770	3534		1770	3536			1611			1612	
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	116	948	10	75	1013	6	12	5	87	2	0	43
RTOR Reduction (vph)	0	0	0	0	0	0	0	66	0	0	32	0
Lane Group Flow (vph)	116	958	0	75	1019	0	0	38	0	0	13	0
Turn Type	Prot	NA		Prot	NA		Perm	NA		Perm	NA	
Protected Phases	5	2		1	6			8			4	
Permitted Phases							8			4		
Actuated Green, G (s)	12.9	58.0		13.0	58.1			27.0			27.0	
Effective Green, g (s)	12.9	58.0		13.0	58.1			27.0			27.0	
Actuated g/C Ratio	0.12	0.53		0.12	0.53			0.25			0.25	
Clearance Time (s)	4.0	4.0		4.0	4.0			4.0			4.0	
Vehicle Extension (s)	3.0	3.0		3.0	3.0			3.0			3.0	
Lane Grp Cap (vph)	208	1863		209	1868			395			396	
v/s Ratio Prot	0.07	c0.27		0.04	c0.29							
v/s Ratio Perm								c0.02			0.01	
v/c Ratio	0.56	0.51		0.36	0.55			0.10			0.03	
Uniform Delay, d1	45.9	16.9		44.7	17.2			32.1			31.6	
Progression Factor	0.99	0.45		0.64	0.51			1.00			1.00	
Incremental Delay, d2	2.6	0.8		0.7	0.8			0.1			0.0	
Delay (s)	48.1	8.4		29.2	9.6			32.2			31.6	
Level of Service	D	A		C	A			C			C	
Approach Delay (s)		12.7			11.0			32.2			31.6	
Approach LOS		B			B			C			C	

Intersection Summary			
HCM Average Control Delay	13.1	HCM Level of Service	B
HCM Volume to Capacity ratio	0.43		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	56.3%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

Queues

1: Dumosa Ave & 29 Palms Hwy



Lane Group	EBL	EBT	WBL	WBT	NBT	SBT
Lane Group Flow (vph)	116	958	75	1019	104	45
v/c Ratio	0.56	0.51	0.36	0.55	0.23	0.11
Control Delay	53.5	8.4	32.1	10.0	11.0	11.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	53.5	8.4	32.1	10.0	11.0	11.0
Queue Length 50th (ft)	67	158	44	96	9	1
Queue Length 95th (ft)	m92	85	m58	129	53	30
Internal Link Dist (ft)		741		1057	61	270
Turn Bay Length (ft)	100		100			
Base Capacity (vph)	290	1863	209	1867	461	428
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.40	0.51	0.36	0.55	0.23	0.11

Intersection Summary

m. Volume for 95th percentile queue is metered by upstream signal.

HCM Signalized Intersection Capacity Analysis
 2: 29 Palms Hwy & Old Woman Spring Rd

Existing with Signal
 Timing Plan: MD

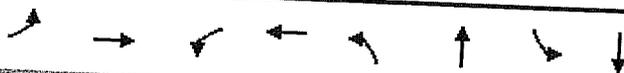


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷		↶	↷		↶	↷	
Volume (vph)	201	767	54	121	858	130	103	118	108	148	152	207
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
Lane Util. Factor	1.00	0.95		1.00	0.95		1.00	0.95		1.00	0.95	
Frt	1.00	0.99		1.00	0.98		1.00	0.93		1.00	0.91	
Flt Protected	0.95	1.00		0.95	1.00		0.95	1.00		0.95	1.00	
Satd. Flow (prot)	1770	3505		1770	3469		1770	3285		1770	3233	
Flt Permitted	0.95	1.00		0.95	1.00		0.95	1.00		0.95	1.00	
Satd. Flow (perm)	1770	3505		1770	3469		1770	3285		1770	3233	
Peak-hour factor, PHF	0.94	0.94	0.94	0.95	0.95	0.95	0.84	0.84	0.84	0.95	0.95	0.95
Adj. Flow (vph)	214	816	57	127	903	137	123	140	129	156	160	218
RTOR Reduction (vph)	0	4	0	0	11	0	0	100	0	0	166	0
Lane Group Flow (vph)	214	869	0	127	1029	0	123	169	0	156	212	0
Turn Type	Prot	NA		Prot	NA		Prot	NA		Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases												
Actuated Green, G (s)	16.0	43.8		12.8	40.6		11.4	25.0		12.4	26.0	
Effective Green, g (s)	16.0	43.8		12.8	40.6		11.4	25.0		12.4	26.0	
Actuated g/C Ratio	0.15	0.40		0.12	0.37		0.10	0.23		0.11	0.24	
Clearance Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	257	1396		206	1280		183	747		200	764	
v/s Ratio Prot	c0.12	c0.25		0.07	c0.30		0.07	0.05		c0.09	c0.07	
v/s Ratio Perm												
v/c Ratio	0.83	0.62		0.62	0.80		0.67	0.23		0.78	0.28	
Uniform Delay, d1	45.7	26.5		46.3	31.1		47.5	34.6		47.5	34.3	
Progression Factor	1.54	0.44		1.00	1.00		1.00	1.00		1.00	1.00	
Incremental Delay, d2	18.3	1.9		5.4	5.4		9.3	0.2		17.7	0.2	
Delay (s)	88.6	13.5		51.7	36.6		56.8	34.8		65.1	34.5	
Level of Service	F	B		D	D		E	C		E	C	
Approach Delay (s)		28.3			38.2			41.7			43.5	
Approach LOS		C			D			D			D	

Intersection Summary			
HCM Average Control Delay	36.1	HCM Level of Service	D
HCM Volume to Capacity ratio	0.66		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	16.0
Intersection Capacity Utilization	71.5%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

Queues
2: 29 Palms Hwy & Old Woman Spring Rd

Existing with Signal
Timing Plan: MD



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	214	873	127	1040	123	269	156	378
v/c Ratio	0.83	0.62	0.61	0.81	0.67	0.32	0.78	0.41
Control Delay	92.8	13.8	59.0	37.1	65.7	19.2	73.8	15.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	92.8	13.8	59.0	37.1	65.7	19.2	73.8	15.9
Queue Length 50th (ft)	161	74	86	346	85	42	108	47
Queue Length 95th (ft)	#272	104	147	434	137	70	#210	91
Internal Link Dist (ft)		1057		252		49		244
Turn Bay Length (ft)	200		200				180	
Base Capacity (vph)	274	1398	241	1290	193	846	209	935
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.78	0.62	0.53	0.81	0.64	0.32	0.75	0.40

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis
 1: Dumosa Ave & 29 Palms Hwy

Existing with Signal
 Timing Plan: PM



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	127	1066	8	85	1189	15	22	3	70	5	3	62
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0			4.0			4.0	
Lane Util. Factor	1.00	0.95		1.00	0.95			1.00			1.00	
Frt	1.00	1.00		1.00	1.00			0.90			0.88	
Flt Protected	0.95	1.00		0.95	1.00			0.99			1.00	
Satd. Flow (prot)	1770	3535		1770	3533			1659			1635	
Flt Permitted	0.95	1.00		0.95	1.00			0.92			0.98	
Satd. Flow (perm)	1770	3535		1770	3533			1548			1614	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.65	0.65	0.65	0.81	0.81	0.81
Adj. Flow (vph)	134	1122	8	89	1252	16	34	5	108	6	4	77
RTOR Reduction (vph)	0	0	0	0	1	0	0	81	0	0	58	0
Lane Group Flow (vph)	134	1130	0	89	1267	0	0	66	0	0	29	0
Turn Type	Prot	NA		Prot	NA		Perm	NA		Perm	NA	
Protected Phases	5	2		1	6			8			4	
Permitted Phases							8			4		
Actuated Green, G (s)	16.0	60.0		11.0	55.0			27.0			27.0	
Effective Green, g (s)	16.0	60.0		11.0	55.0			27.0			27.0	
Actuated g/C Ratio	0.15	0.55		0.10	0.50			0.25			0.25	
Clearance Time (s)	4.0	4.0		4.0	4.0			4.0			4.0	
Vehicle Extension (s)	3.0	3.0		3.0	3.0			3.0			3.0	
Lane Grp Cap (vph)	257	1928		177	1767			380			396	
v/s Ratio Prot	0.08	c0.32		0.05	c0.36							
v/s Ratio Perm								c0.04			0.02	
v/c Ratio	0.52	0.59		0.50	0.72			0.17			0.07	
Uniform Delay, d1	43.5	16.7		46.9	21.4			32.7			31.9	
Progression Factor	0.83	0.80		1.20	0.42			1.00			1.00	
Incremental Delay, d2	1.6	1.1		1.6	1.8			0.2			0.1	
Delay (s)	37.6	14.5		57.9	10.7			32.9			32.0	
Level of Service	D	B		E	B			C			C	
Approach Delay (s)		16.9			13.8			32.9			32.0	
Approach LOS		B			B			C			C	

Intersection Summary			
HCM Average Control Delay	16.7	HCM Level of Service	B
HCM Volume to Capacity ratio	0.54		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	63.9%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

Queues

1: Dumosa Ave & 29 Palms Hwy

Existing with Signal
Timing Plan: PM



Lane Group	EBL	EBT	WBL	WBT	NBT	SBT
Lane Group Flow (vph)	134	1130	89	1268	147	87
v/c Ratio	0.52	0.59	0.51	0.72	0.32	0.19
Control Delay	42.8	14.7	63.8	10.9	13.0	10.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	42.8	14.7	63.8	10.9	13.0	10.4
Queue Length 50th (ft)	77	141	51	68	21	5
Queue Length 95th (ft)	m115	237	m69	225	35	36
Internal Link Dist (ft)		741		1057	61	159
Turn Bay Length (ft)	100		100			
Base Capacity (vph)	257	1930	193	1767	462	455
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.52	0.59	0.46	0.72	0.32	0.19

Intersection Summary

m Volume for 95th percentile queue is metered by upstream signal.

HCM Signalized Intersection Capacity Analysis
 2: 29 Palms Hwy & Old Woman Spring Rd

Existing with Signal
 Timing Plan: PM



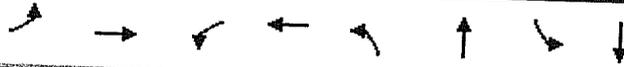
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	223	706	68	103	884	98	82	119	108	142	106	177
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
Lane Util. Factor	1.00	0.95		1.00	0.95		1.00	0.95		1.00	0.95	
Flt	1.00	0.99		1.00	0.98		1.00	0.93		1.00	0.91	
Flt Protected	0.95	1.00		0.95	1.00		0.95	1.00		0.95	1.00	
Satd. Flow (prot)	1770	3492		1770	3486		1770	3286		1770	3206	
Flt Permitted	0.95	1.00		0.95	1.00		0.95	1.00		0.95	1.00	
Satd. Flow (perm)	1770	3492		1770	3486		1770	3286		1770	3206	
Peak-hour factor, PHF	0.95	0.95	0.95	0.91	0.91	0.91	0.83	0.83	0.83	0.91	0.91	0.91
Adj. Flow (vph)	235	743	72	113	971	108	99	143	130	156	116	195
RTOR Reduction (vph)	0	7	0	0	8	0	0	100	0	0	148	0
Lane Group Flow (vph)	235	808	0	113	1071	0	99	173	0	156	163	0
Turn Type	Prot	NA		Prot	NA		Prot	NA		Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases												
Actuated Green, G (s)	17.2	43.6		13.0	39.4		11.1	25.0		12.4	26.3	
Effective Green, g (s)	17.2	43.6		13.0	39.4		11.1	25.0		12.4	26.3	
Actuated g/C Ratio	0.16	0.40		0.12	0.36		0.10	0.23		0.11	0.24	
Clearance Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)	277	1384		209	1249		179	747		200	767	
v/s Ratio Prot	c0.13	0.23		0.06	c0.31		0.06	c0.05		c0.09	0.05	
v/s Ratio Perm												
v/c Ratio	0.85	0.58		0.54	0.86		0.55	0.23		0.78	0.21	
Uniform Delay, d1	45.1	26.1		45.7	32.7		47.1	34.7		47.5	33.5	
Progression Factor	0.67	0.74		1.00	1.00		1.00	1.00		1.00	1.00	
Incremental Delay, d2	17.9	1.5		2.8	7.8		3.7	0.2		17.7	0.1	
Delay (s)	48.0	20.9		48.5	40.5		50.8	34.8		65.1	33.7	
Level of Service	D	C		D	D		D	C		E	C	
Approach Delay (s)		26.9			41.2			39.1			44.2	
Approach LOS		C			D			D			D	

Intersection Summary

HCM Average Control Delay	36.5	HCM Level of Service	D
HCM Volume to Capacity ratio	0.68		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	16.0
Intersection Capacity Utilization	70.2%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

Queues
2: 29 Palms Hwy & Old Woman Spring Rd

Existing with Signal
Timing Plan: PM



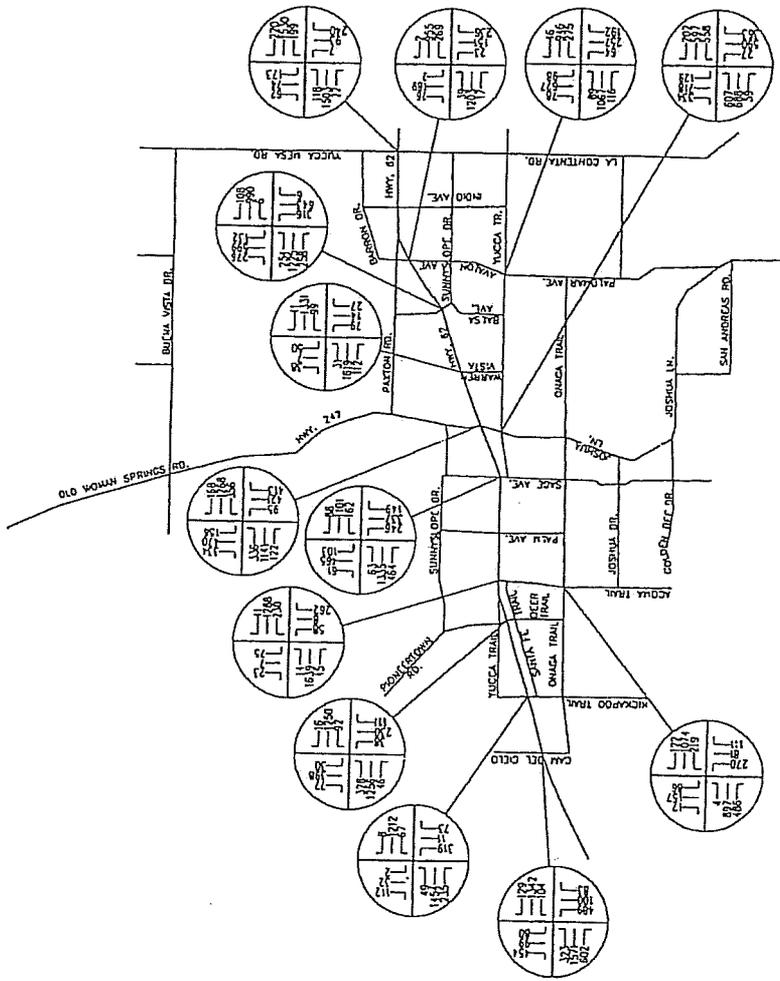
Lane/Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	235	815	113	1079	99	273	156	311
v/c Ratio	0.85	0.59	0.54	0.86	0.56	0.32	0.78	0.34
Control Delay	54.5	20.9	56.1	41.0	59.4	19.3	73.8	13.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	54.5	20.9	56.1	41.0	59.4	19.3	73.8	13.9
Queue Length 50th (ft)	140	258	76	372	68	43	108	34
Queue Length 95th (ft)	#286	331	136	#495	112	70	#210	72
Internal Link Dist (ft)		1057		252		49		244
Turn Bay Length (ft)	200		200				180	
Base Capacity (vph)	290	1391	209	1257	193	848	209	921
Starvation Cap Reductn	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.81	0.59	0.54	0.86	0.51	0.32	0.75	0.34

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

**Future Year 2030 PM Volumes and Lane
Configuration from General Plan**

YUCCA VALLEY GENERAL PLAN PM PEAK HOUR TURNING MOVEMENTS (PREFERRED LAND USES AND NETWORK)



**TOWN OF YUCCA VALLEY
GENERAL PLAN CIRCULATION ELEMENT
TRAFFIC STUDY**

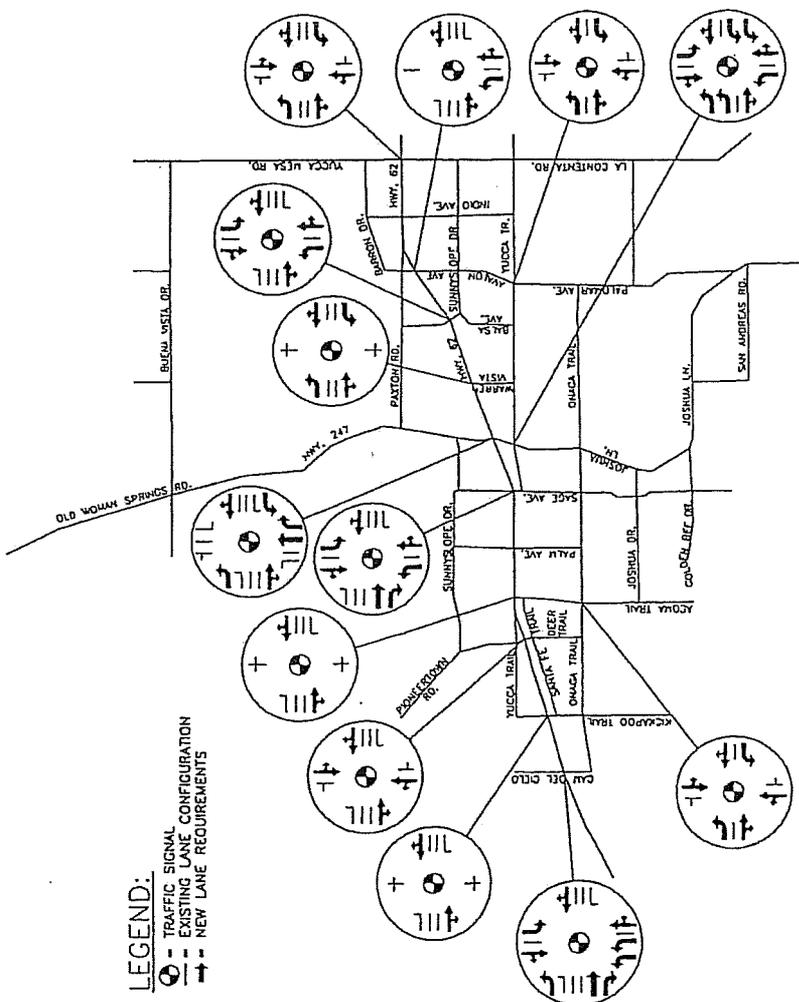


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REVISED 8/1/95
EXHIBIT S

**Robert Kahn, John Kain
& Associates, Inc.**

INTERSECTION IMPROVEMENT REQUIREMENTS AT SELECTED LOCATIONS



- LEGEND:**
- - TRAFFIC SIGNAL
 - EXISTING LANE CONFIGURATION
 - - - NEW LANE REQUIREMENTS
 -

TOWN OF YUCCA VALLEY
 GENERAL PLAN CIRCULATION ELEMENT
 TRAFFIC STUDY



REVISED 8/03/95
EXHIBIT T
 Robert Kahn, John Katin
 & Associates, Inc.

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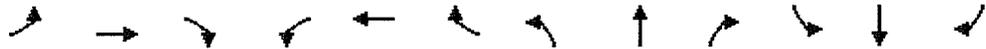
**Future Year 2030 Synchro LOS and
Queuing Analysis Worksheets**

HCM Signalized Intersection Capacity Analysis

Future Year 2030

1: Dumosa Ave & SR-62

Timing Plan: PM



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	254	1500	16	170	1500	30	44	6	140	10	6	124
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0			4.0			4.0	
Lane Util. Factor	1.00	0.91		1.00	0.91			1.00			1.00	
Frt	1.00	1.00		1.00	1.00			0.90			0.88	
Flt Protected	0.95	1.00		0.95	1.00			0.99			1.00	
Satd. Flow (prot)	1805	5179		1805	5172			1691			1667	
Flt Permitted	0.95	1.00		0.95	1.00			0.91			0.98	
Satd. Flow (perm)	1805	5179		1805	5172			1550			1636	
Peak-hour factor, PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj. Flow (vph)	254	1500	16	170	1500	30	44	6	140	10	6	124
RTOR Reduction (vph)	0	1	0	0	2	0	0	92	0	0	90	0
Lane Group Flow (vph)	254	1515	0	170	1528	0	0	98	0	0	50	0
Turn Type	Prot	NA		Prot	NA		Perm	NA		Perm	NA	
Protected Phases	5	2		1	6			8			4	
Permitted Phases							8			4		
Actuated Green, G (s)	20.1	49.0		19.0	47.9			30.0			30.0	
Effective Green, g (s)	20.1	49.0		19.0	47.9			30.0			30.0	
Actuated g/C Ratio	0.18	0.45		0.17	0.44			0.27			0.27	
Clearance Time (s)	4.0	4.0		4.0	4.0			4.0			4.0	
Vehicle Extension (s)	3.0	3.0		3.0	3.0			3.0			3.0	
Lane Grp Cap (vph)	330	2307		312	2252			423			446	
v/s Ratio Prot	c0.14	c0.29		0.09	c0.30							
v/s Ratio Perm								c0.06			0.03	
v/c Ratio	0.77	0.66		0.54	0.68			0.23			0.11	
Uniform Delay, d1	42.7	23.9		41.6	24.9			31.1			30.0	
Progression Factor	0.65	0.54		0.50	0.35			1.00			1.00	
Incremental Delay, d2	8.7	1.2		0.9	0.8			0.3			0.1	
Delay (s)	36.7	14.2		21.6	9.5			31.3			30.1	
Level of Service	D	B		C	A			C			C	
Approach Delay (s)		17.4			10.7			31.3			30.1	
Approach LOS		B			B			C			C	

Intersection Summary			
HCM Average Control Delay	15.6	HCM Level of Service	B
HCM Volume to Capacity ratio	0.54		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	78.1%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

Queues

1: Dumosa Ave & SR-62

Future Year 2030

Timing Plan: PM



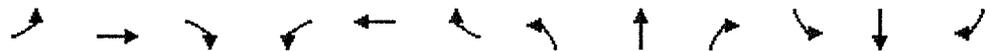
Lane Group	EBL	EBT	WBL	WBT	NBT	SBT
Lane Group Flow (vph)	254	1516	170	1530	190	140
v/c Ratio	0.77	0.66	0.54	0.68	0.37	0.26
Control Delay	41.1	14.3	24.2	9.8	14.0	8.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	41.1	14.3	24.2	9.8	14.0	8.7
Queue Length 50th (ft)	104	351	82	106	34	8
Queue Length 95th (ft)	m152	77	m89	m120	96	56
Internal Link Dist (ft)		741		1064	28	159
Turn Bay Length (ft)	100		100			
Base Capacity (vph)	410	2307	312	2253	515	536
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.62	0.66	0.54	0.68	0.37	0.26

Intersection Summary

m Volume for 95th percentile queue is metered by upstream signal.

HCM Signalized Intersection Capacity Analysis
2: SR-62 & SR-247

Future Year 2030
Timing Plan: PM



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖↗	↑↑↓		↖↗	↑↑↓		↖	↑↑↑	↗	↖	↑↓	
Volume (vph)	343	1180	112	361	1279	192	69	390	430	184	745	331
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor	0.97	0.91		0.97	0.91		1.00	0.91	1.00	1.00	0.95	
Flt	1.00	0.99		1.00	0.98		1.00	1.00	0.85	1.00	0.95	
Flt Protected	0.95	1.00		0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	3502	5120		3502	5085		1805	5187	1615	1805	3443	
Flt Permitted	0.95	1.00		0.95	1.00		0.95	1.00	1.00	0.95	1.00	
Satd. Flow (perm)	3502	5120		3502	5085		1805	5187	1615	1805	3443	
Peak-hour factor, PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj. Flow (vph)	343	1180	112	361	1279	192	69	390	430	184	745	331
RTOR Reduction (vph)	0	10	0	0	18	0	0	0	186	0	46	0
Lane Group Flow (vph)	343	1282	0	361	1453	0	69	390	244	184	1030	0
Turn Type	Prot	NA		Prot	NA		Prot	NA	Perm	Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases									8			
Actuated Green, G (s)	12.1	33.4		13.7	35.0		12.0	33.3	33.3	13.6	34.9	
Effective Green, g (s)	12.1	33.4		13.7	35.0		12.0	33.3	33.3	13.6	34.9	
Actuated g/C Ratio	0.11	0.30		0.12	0.32		0.11	0.30	0.30	0.12	0.32	
Clearance Time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	385	1555		436	1618		197	1570	489	223	1092	
v/s Ratio Prot	0.10	0.25		c0.10	c0.29		0.04	0.08		c0.10	c0.30	
v/s Ratio Perm									0.15			
v/c Ratio	0.89	0.82		0.83	0.90		0.35	0.25	0.50	0.83	0.94	
Uniform Delay, d1	48.3	35.6		47.0	35.8		45.4	28.9	31.5	47.0	36.6	
Progression Factor	1.59	0.28		1.00	1.00		1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2	17.9	4.0		12.2	8.3		1.1	0.1	0.8	21.3	15.4	
Delay (s)	94.6	13.9		59.2	44.1		46.5	29.0	32.3	68.4	52.0	
Level of Service	F	B		E	D		D	C	C	E	D	
Approach Delay (s)		30.8			47.1			31.9			54.4	
Approach LOS		C			D			C			D	

Intersection Summary			
HCM Average Control Delay	41.6	HCM Level of Service	D
HCM Volume to Capacity ratio	0.85		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	93.5%	ICU Level of Service	F
Analysis Period (min)	15		
c - Critical Lane Group			



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	343	1292	361	1471	69	390	430	184	1076
v/c Ratio	0.89	0.83	0.82	0.90	0.35	0.25	0.64	0.83	0.94
Control Delay	96.2	13.9	63.5	43.8	50.9	29.5	16.9	75.6	51.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	96.2	13.9	63.5	43.8	50.9	29.5	16.9	75.6	51.1
Queue Length 50th (ft)	134	49	129	356	46	76	94	128	367
Queue Length 95th (ft)	#214	88	#200	#426	91	104	207	#245	#506
Internal Link Dist (ft)		1064		252		36			217
Turn Bay Length (ft)	200		200					180	
Base Capacity (vph)	385	1564	446	1636	197	1570	675	230	1142
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.89	0.83	0.81	0.90	0.35	0.25	0.64	0.80	0.94

Intersection Summary:

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Full-size Plans

- Figure 6a - Conceptual Plan 1
- Figure 6b - Conceptual Plan 2 with Existing Four Lanes on SR-62
- Figure 6c - Conceptual Plan 2 with Full Build-Out of SR-62

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Alex Qishta, Project Engineer
Date: December 12, 2012
For Council Meeting: December 18, 2012

Subject: Project No.8961 – Essig Park
Acceptance of Project as Substantially Complete

Prior Council Review: The Town Council appropriated funds for this project with adoption of the FY 2012/2013 Budget. On September 20, 2011, the Town Council approved plans and specification for Project No.8961 and authorized the Town Clerk to advertise and receive bids. On April 17, 2012 the Town Council awarded Project No.8961 to Doug Wall Construction, Inc., of Bermuda Dunes, California.

Recommendation: That the Town Council accepts the project as substantially complete, authorizes staff to file the Notice of Completion, authorizes the reduction of the Faithful Performance Bond to 10%, and directs staff to retain the Labor and Material Bond for six (6) months for Project No.8961.

Executive Summary: Project No. 8961, Essig Park (Southside Neighborhood/Community Center Park) is a multi-purpose active, passive, and sports recreational facility that is planned for development in phases over multiple years.

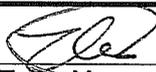
Project No. 8961 constructed Phase 1 A of the project and focused on the north eastern portion of the project site. Phase 1A construction included a playground, dog park, shade structure, restroom building, parking lot, and supporting appurtenances.

Order of Procedure:

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote, Consent Agenda)

Discussion: It is appropriate for the Town to accept the work and file a Notice of Completion. It is also appropriate to reduce the Faithful Performance Bond being held as a surety to 10%. The Labor and Material Bond shall be retained for a period of six (6) months, then released provided no liens or stop notices have been filed.

Reviewed By:


Town Manager


Town Attorney


Mgmt Services

SRS
Dept Head

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Session

Alternatives: Staff recommends no alternative action.

Fiscal impact: The Town Council awarded the Contract to Doug Wall Construction, Inc. in the amount of \$1,149,620.00 and established a construction contingency in the amount of \$93,275. The following outlines project costs of completion of the work as bid.

Doug Wall Construction Inc. Contract	\$1,149,620.00
Construction Contingency	\$93,275.00
Total	\$1,242,895.00
Total Contract	\$1,149,620.00
Change Order #1	\$21,619.00
Total Expenditures:	\$1,171,239.36
Remaining Funds:	\$71,656.64

Staff value engineered the project during construction in order to deliver the highest quality, lowest annual maintenance costs, and to obtain long term life-cycle improvements that would reduce recurring maintenance costs. During this process it was determined that the parking lot construction materials should be modified from asphalt concrete to Portland cement in order to eliminate ongoing costs related to crack sealing, resurfacing and parking lot paving replacement. The use of a portion of construction contingency was necessary to complete the project, resulting in a construction contingency balance of \$71,656.64.

This summary captures the construction contract activity. Staff is in the process of reconciling the entire project budget and the subsequent impact on the interfund loans, and will be returning to Council in January with a full project accounting and updated interfund loan balances. In addition to the Doug Wall Construction activity, there were additional costs associated with pre-development activity including water service establishment, habitat protection efforts, and on-site biologist expenditures. These were all funded within the project contingency amount.

Attachments: April 17, 2012, Town Council Minutes

Council Member Huntington moved to adopt Consent Agenda Items 4-10. Council Member Lombardo seconded. Motion carried 5-0 on a roll call vote.

- AYES: Council Member Abel, Hagerman, Huntington, Lombardo, and Mayor Rowe
- NOES: None
- ABSTAIN: Mayor Rowe on item 4 only
- ABSENT: None

DEPARTMENT REPORTS

11. Award of bid for South Side Neighborhood Park, Phase 1A

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE FY 2011-12 BUDGET

Deputy Town Manager Stueckle gave the staff report included in the printed agenda, and displayed a power point presentation giving the background and scope of the project.

Town Manager Nuaimi presented a breakdown of the potential funding sources, noting that the funding budgeted showed \$300,000 in LTF funds for road improvements, however only \$135,000 is useable funding from that source. He advised the initial funding proposal included \$250,000 from RDA Funds, which staff feels is a defensible use for those funds, but requires Oversight Board and Department of Finance approval. Staff recommendation is that the Council establishes a loan in the amount of \$299,890 from the General Fund to the Park Development Impact Fee fund, to be repaid as new development occurs.

Margo Sturges, Yucca Valley, spoke in favor of the project, recommended awarding bid Alternate A and C, and putting a parcel tax on the residents of Sky Harbor.

Council Member Abel questioned the additional expense involved for maintenance of the restroom facility. Deputy Town Manager Stueckle advised it will have a marginal effect on the maintenance costs. Council Member Abel requested an explanation for not putting in the shade shelter at this time. Town Manager Nuaimi advised that staff felt the restroom would be needed most and plan to bring back the shade shelter if the Oversight Board and Department of Finance approve the use of the RDA funds. Council Member Abel expressed concern about coming to the newly formed Oversight Board requesting funding. Town Manager Nuaimi advised staff will be taking several prior agreements or actions the Council/Agency has taken to the board for ratification. We believe these are enforceable obligations and that we have a strong position. Council Member Abel commented the 3 acres being development with this project is a great first step to get something done with moneys from partnerships. He questioned if

the shade shelter will have to be rebid, or if we can still use what was submitted with this bid. With regard to public comments on the project, he stated if this was a pocket park that just benefits a certain residential area he would agree with trying to get that funding from resident fees, however the project is a portion of an 80 acre park, with just a small portion being used as a dog park. He noted he would like to see the parking lot lighting even though he has been assured the park is only going to be open from dawn to dusk. Deputy Town Manager Stueckle clarified that the contractor will hold the unit prices of his bid for 60 days, so if we don't get an answer from the Oversight Board before the end of that 60 days, the item will need to be bid again.

Council Member Hagerman questioned if the parking lot lights would be a requirement if it was a private developer rather than the Town. Deputy Town Manager Stueckle advised the lighting is optional and not a requirement.

Council Member Lombardo questioned if we would expect a decrease in vandalism if the parking lot is lit. Deputy Town Manager Stueckle advised lighting can help dissuade some individuals.

Council Member Hagerman questioned what the current hours at the other parks are. Community Services Director Schooler advised they are sun-up to 11:00 p.m. Council Member Hagerman commented he believes that the restroom and parking lot lights should be required.

Council Member Huntington commented that the HUD EDI dollars have to be used on this park, adding he feels all the alternatives should be awarded at this time. The reserves are healthy enough to borrow all the funding.

Council Members Hagerman and Lombardo agreed.

Mayor Rowe questioned what it would cost to go back out to bid for alternative A and C. Town Manager Nuaimi advised there is not a significant cost to go to bid; the risk is whether or not you can deliver a \$60,000 shelter with a \$4,000 mobilization cost any cheaper. The logic being that no one will be able to mobilize any cheaper than the contractor who is already here doing the other work. Mayor Rowe commented she approves of the project, however, her concern is that the Council has not yet determined the final budget or received the final numbers for the Sheriff's contract. She is cautiously optimistic that the Oversight Board will see the need to grant the \$250,000 but there are several scenarios they need to go through. Town Manager Nuaimi advised staff will not recommend spending one time reserves to pay for recurring costs. There are one time expenditures that have been brought forward to begin chipping away at some of the deficits of amenities and deferred maintenance in this community. Award of this project is independent of our 2012/13 budget.

Council Member Hagerman stated it is important to point out that there is a possibility future Councils may wave impact fees making it more difficult to repay this loan.

Mayor Rowe stated she agrees with everything that has been discussed but is apprehensive about taking action until the Oversight Board and Department of Finance have ruled and until we go through our budgeting process. She is in favor of the project in general but will be voting no on expending the highest cost.

Council Member Lombardo moved to approve the withdrawal of bid by C.S. Legacy Construction, based upon the following findings: A) C.S. Legacy Construction made a clerical mistake establishing an incorrect bid amount for grading; B) C.S. Legacy Construction gave the Town of Yucca Valley written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, and specified in the letter in detail how the clerical mistake occurred by failure to include an additional \$100,000 in grading costs; C) The clerical mistake made by C.S. Legacy Construction is materially different than C.S. Legacy intended by the failure to include \$100,000 in grading costs that were not included in the bid item due to the clerical mistake; and D)The clerical mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications. Council Member Hagerman seconded. Motion carried 5-0.

- AYES: Council Member Abel, Hagerman, Huntington, Lombardo, and Mayor Rowe
- NOES: None
- ABSTAIN: None
- ABSENT: None

Council Member Huntington moved to award the “Base Bid” construction contract to Doug Wall Construction, Inc., in the amount of \$932,775.00, and award the “Bid Alternate A” Shade Shelter in the amount of \$64,545.00, “Bid Alternate B” Restroom in the amount of \$140,000.00, and “Bid Alternate C” Parking Light lighting in the amount of \$12,300.00, for a total contract amount of \$1,149,620.00, subject to all final HUD approvals, authorizing a construction contingency in the amount of \$93,275.00, and authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project. Council Member Hagerman seconded. Motion carried 4-1 with Mayor Rowe voting no.

- AYES: Council Member Abel, Hagerman, Huntington, and Lombardo
- NOES: Mayor Rowe
- ABSTAIN: None
- ABSENT: None

Council Member Hagerman moved to authorize the Town Manager to execute the standard contract between the Town of Yucca Valley and the County of San Bernardino related to the granting of County discretionary funds (\$200,000) towards the project. Council Member Huntington seconded. Motion carried 5-0.

AYES: Council Member Abel, Hagerman, Huntington, Lombardo, and Mayor Rowe
NOES: None
ABSTAIN: None
ABSENT: None

Council Member Huntington moved to adopt Resolution No. 12-10 amending the FY 2011-12 adopted budget approving a loan from the General Fund (001) Unassigned Fund Balance to the Development Impact Fee Special Revenue Fund (350) in an amount not to exceed \$377,000 amend the exhibit to the Resolution to reflect the amended amount and direct repayment of loan out of future Development Impact Fees and/or Redevelopment Agency funding, and authorizing all related project funding transfers. Council Member Hagerman seconded. Motion carried 4-1 with Mayor Rowe voting no.

AYES: Council Member Abel, Hagerman, Huntington, and Lombardo
NOES: Mayor Rowe
ABSTAIN: None
ABSENT: None

12. **Mandatory Commercial Recycling – AB 341**

Administrative Services Director Yakimow gave the staff report advising California's mandatory commercial recycling bill, AB 341 was adopted on January 17, 2012 and requires that, effective July 1, 2012, all businesses, multi-family units of 5 or more, and public entities that generate at least four cubic yards of solid waste per week arrange for recycling services.

Administrative Assistant Rice gave a presentation to be shown to the local businesses to educate them regarding the requirement. She noted the first presentation will be on May 2nd at a Chamber of Commerce Brown Bag Lunch.

Council Member Huntington asked how much time staff is anticipating for monitoring purposes. Administrative Services Director Yakimow advised he feels the bulk of the time will be in the first 6 months, then it will be relatively limited. Council Member Huntington questioned if this is going to cause the businesses to have twice the garbage costs because of the additional requirements for a second dumpster. Administrative Services Director Yakimow advised that some may be able to reduce their costs by replacing one dumpster for a recycling bin.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Alex Qishta, Project Engineer
Date: December 10, 2012
For Council Meeting: December 18, 2012

Subject: Yucca Valley Animal Shelter - ACJPA No. 1
Award of Inspection Services

Prior Council Review: There has been no prior review of this matter.

The Council approved Amendment #2 to the Animal Control Joint Powers Agreement on November 6, 2012. The Council also approved award of the construction contract, establishment of a contingency, and revised the total project costs from \$3.5 Million to \$3.75 million.

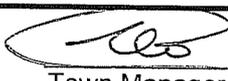
At the Special Meeting of December 4, 2012, the Town Council approved the revision to the Second Amendment to the ACJPA Agreement that increased Total Project Costs called out in the ACJPA Agreement from \$3.5 to \$3.99 million. The Council also approved the Proposed Work Plan, the Joint Funded Animal Shelter Project, the Operational Agreement, and the Co-Ownership Agreement.

Recommendation: That the Town Council awards a professional services agreement to Heider Engineering Services, Inc., for soil testing, special inspections, and material testing services in the amount of \$39,346.00, and authorizes the Town Manager, Town Attorney, and the Mayor to sign all necessary documents.

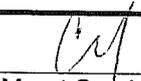
Executive Summary: The Animal Control Joint Powers Authority (ACJPA) awarded a construction contract to develop the Replacement Animal Shelter on a five acre parcel located directly to the south of the existing Yucca Valley Animal Shelter. The Replacement Animal Shelter will serve both the Town, as well as the unincorporated areas of the County of San Bernardino.

During the construction process, there are a number of specialized inspections and tests that must be performed to ensure compliance with all construction standards. Contracting for these services is a typical approach for a majority of public agency construction projects as these services are specialized and typically not performed by agency personnel. Additionally, a majority of public agencies do not have the laboratory facilities necessary to perform all required tests.

Reviewed By:


Town Manager


Town Attorney


Mgmt Services

SRS
Dept Head

Department Report

Consent

Ordinance Action

Minute Action

Resolution Action

Receive and File

Public Hearing

Study Session

Order of Procedure:

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote, Consent Agenda)

Discussion: Staff solicited proposals from qualified engineering/inspection consulting firms to submit proposals to provide inspection and testing services for the Replacement Animal Shelter.

The Town received proposals from the three firms listed below.

- Heider Engineering Services, Inc., Ontario
- Landmark Geo-Engineers, El Centro
- Tandys Inspection Services, Inc., Joshua Tree

An independent evaluation of the experience and qualifications of the firms was performed by staff which included the Deputy Town Manager, and Project Engineer. While the qualifications of all firms were impressive, there was consensus that the experience and qualifications of Heider Engineering Services, Inc., is best suited for the project. Heider's proposal was the most comprehensive and detailed proposal of those submitted.

Heider's recent experience includes inspection and testing for the construction of the San Jacinto (Riverside County) animal shelter in 2009. The San Jacinto animal shelter was a \$13.5 million project. Heider also has extensive inspection and testing services for pre-engineered metal building across southern California.

Alternatives: Staff recommends no alternative actions.

Fiscal impact: Based upon the recommended action, the total specialized inspection and testing service cost for the Replacement Animal Shelter will be \$39,346. The recommended action is consistent with the Council's decisions on December 4, 2012, approving the revision to the Second Amendment to the ACJPA Agreement that increased Total Project Costs called out in the ACJPA Agreement from \$3.5 to \$3.99 million, as well as the approval of the Proposed Work Plan, the Joint Funded Animal Shelter Project, the Operational Agreement, and the Co-Ownership Agreement, as outlined in the table below.

Description	Project cost	Paid by Joint Powers Authority Trust Account	Paid directly by Town of Yucca Valley	Additional Contributions by Town of Yucca Valley
Design Architect Contract	299,276	299,276		
Construction Contract	2,881,200	2,881,200		
Project Management Costs	37,192		37,192	
Biological Assessment - Tortoise	11,500		11,500	
Fire Department Plan Check	3,157		3,157	
Town Plan Check/Inspection Services	10,594		10,594	
Electrical Services Extension	6,975		6,975	
Soils Testing	0		0	
Specialized Inspections	40,000		40,000	
Water Service Extension	40,000		40,000	
Construction Management	28,812		28,812	
Land Purchase	60,000			60,000
Current Shelter Value	60,000			60,000
Road Improvements to Facility	120,000		120,000	
Joint Powers Authority Expenditures (includes audit and insurance costs)	51,504	51,504		
Project Contingency	339,790	339,790		
Total	3,990,000	3,571,770	298,230	120,000
Town Deposit into Trust			437,500	
Town Deposit into Trust			60,000	
Subtotal Town Credits to Project			795,730	120,000

Attachments: Heider Engineering Services, Inc., Proposal

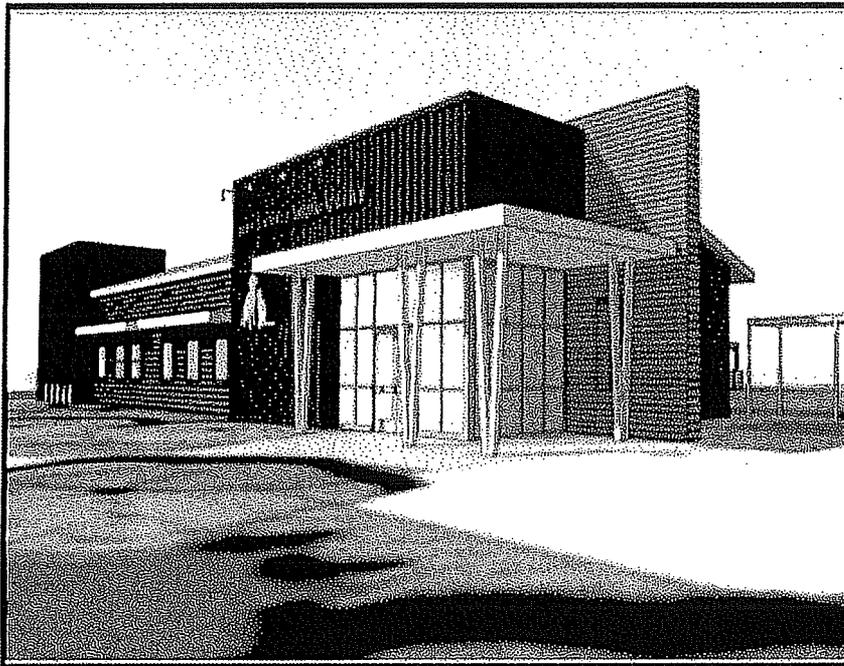


HEIDER ENGINEERING SERVICES, INC.
800-A South Rochester Ave.
Ontario, CA 91761
(909) 673-0292

Statement of Qualifications and Proposal

Soils Testing, Special Inspections, and Material Testing Services

ACJPA - Yucca Valley Animal Shelter



Town of Yucca Valley



October 3, 2012

Animal Care Joint Powers Authority
C/O. Mr. Alex Qishta
Town of Yucca Valley
58928 Business Center Dr
Yucca Valley, CA. 92284

RE: Soils, Material Testing and Special Inspections Services
ACJPA Yucca Valley Animal Shelter
4755 Malin Way – Yucca Valley, CA.
Heider Engineering Services, Inc. Proposal No.: 12305

Dear Mr. Qishta:

Heider Engineering Services, Inc. is very interested in providing testing and inspection services for the new ACJPA Yucca Valley Animal Shelter project. Our firm has provided these services for over 15 years, and we are confident that we can meet your performance requirements for this project. **Heider Engineering has extensive experience with both Capital Improvement and Animal Shelter projects and recently finished providing our services on San Jacinto Animal Shelter project for the County of Riverside. We also have provided our services on several projects in the Town of Yucca Valley and the surrounding area including the Yucca Valley Elementary School Expansion for the Morongo USD, the Hero Market and Deli addition in Yucca Valley.** Current projects include several projects at Copper Mountain College in Joshua Tree, new Joshua Tree Elementary School in Joshua Tree, and are preparing to start the Twentynine Palms High School Expansion. We have also provided our services on numerous projects in and around the Palm Springs area. Heider Engineering Services, Inc. is registered and certified with the US Small Business Administration (SBA) as a woman-owned Small Business Enterprise (WBE) (SBE) (MB) with a Data Universal Numbering System (DUNS) No. 118008106 and OSDS No. 48052.

We are a full service, multi-disciplined, Geotechnical Engineering, Special Inspection, and Material Testing firm committed to the Southern California area. Heider Engineering Services, Inc. was founded in 1996 and has been located in the City of Ontario, since 1997. **We have a full service laboratory**, and perform our **own testing in-house**, including numerous soils, concrete, masonry, and rebar testing. We also provide trial batching of new concrete mix designs. Our Laboratory Technicians are certified and have extensive knowledge of both ACI and ASTM Standards for testing. *Our company specializes in Inspectors who carry multiple certifications for Soils and Special Inspections, which allows us to save the client money, due to the fact that one inspector can often provide multiple inspections.*

Heider Engineering has extensive experience in Public Works Projects, and has provided testing and inspection services to both city and county building & public works departments. We are also currently providing our services for numerous Pre-Engineered Metal buildings. We have included a list of representative projects in the Qualifications and Experience section of this proposal. **We will work closely with both the Building Inspector assigned to the project and the General Contractor to efficiently staff this project to ensure maximum use of time for site visits.**

Ph: (909) 673-0292

Fax: (909) 673-0272

800 S. D^hchester Ave Ste A, Ontario CA 91761-8171
P.132

It is understood that this project will consist of the construction of 3 new single story buildings occupying a total of 7,284 SF of enclosed building area, 5,655 SF of covered animal pens, staff and public parking lots, and related site work on an approximate 5 acre site. The required inspection and testing for the construction of the project will include soils excavation and compaction testing, aggregate base testing, asphaltic concrete placement, reinforced concrete, masonry inspection, post-installed anchor inspection, structural steel and welding, and the associated laboratory testing. The anticipated duration for construction is 10 months. **We have also worked with your General Contractor, Facility Builders and Erectors, on prior projects.**

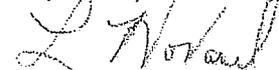
Heider Engineering Services, Inc. provides the following benefits to the Town of Yucca Valley for the project:

- Extensive experience with the Public Works and Animal Shelter Construction
- DSA approved local laboratory with experienced and certified personnel
- Familiar with Public Works, State, and Federal technical and administrative requirements
- Qualified and experienced ICC Soils Special Inspectors, Deputy Inspectors (DSA, ICC, and AWS), and technicians to comply with project needs
- Proven track record of completing projects on-time and within budget
- Our firm carries insurance with the following coverage: General Liability - \$2.0 million per occurrence, Automobile - \$1.0 million, Workers compensation - \$1.0 million, and Professional Liability - \$1.0 million per occurrence

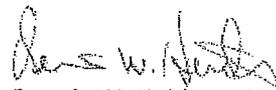
We have prepared this estimate for your budgeting purposes, based upon our past experience with similar projects and a review of the construction drawings, project specifications, and the soils report for the project. We propose to provide our services on a unit rate basis, billing for the actual time spent and actual laboratory tests required and in accordance with our billing stipulations included at the bottom of our estimate.

We appreciate the opportunity to propose on the new ACJPA Yucca Valley Animal Shelter project, and we look forward to answering any questions that you may have regarding our firm and the services we offer. Please contact Larry Novasel or Dennis Heider for further information at 909-673-0292, or the email below. If this proposal is acceptable, please sign below and return it to our office.

Respectfully submitted,



Larry Novasel
 Business Development Manager
larry@heiderengineering.com



Dennis W. Heider, RCE
 Principal Engineer
dennis@heiderengineering.com

Printed name: _____

Company: _____

Accepted by: _____

Date: _____

(Signature)

EXECUTIVE SUMMARY

- **History-** Heider Engineering Services, Inc. was established in 1996 and is registered and certified as a WBE, SBE and MB firm.
- **Experience –** Our firm has performed the necessary inspection and testing for numerous City, County, and Federal Entities throughout Southern California.
- **Staff –** Our staff has ample depth and experience with leadership provided by Dennis Heider, a registered California Civil Engineer with over 30 years of experience with construction inspection and materials testing.
- **Litigation –** Our firm has had no litigation filed against us nor has our firm filed any litigation against owners or contractors in the history of the company.
- **Insurance –** We currently carry insurance that covers the requirements of most Requests for Proposals.
- **In-House Laboratory -** Our In House Laboratory is approved by four separate agencies; The Division of State Architecture, OSHPD, City of Los Angeles, and the Cement and Concrete Reference Library.
- **Cost Savings –** Our Company specializes in Inspectors who carry multiple certifications for both Soils and/or Special Inspections, which allow us to occasionally cover multiple trades on site with one inspector. *All of our ICC Soils Special Inspectors are also certified by ACI as Grade 1 Field Testing Technicians or by ICC as Reinforced Concrete Special Inspectors.*

Qualifications and Experience

History

HEIDER ENGINEERING SERVICES, INC. was founded in 1996 offering soils engineering, construction materials testing and construction inspection. The firm was founded by Dennis Heider, a Registered California Civil Engineer. Prior to founding the company, Dennis Heider managed geotechnical and materials testing branch offices for PSI and Western Technologies, Inc., both national engineering firms. Immediately preceding the start of Heider Engineering, Dennis Heider managed the testing laboratory for Metropolitan Water District's reservoir project, Diamond Valley Reservoir, located in Hemet, California. This project, at the time of construction, was the largest earth and rock fill dam project in the Northern Hemisphere.

The staff of Heider Engineering was assembled by bringing together, several inspectors and engineering technicians with experience in testing and inspection. After a few years in a commercial building, Heider Engineering expanded by purchasing a new building in Ontario, California, located at 800 – A South Rochester Avenue. The new building was modified to provide a concrete curing room equipped with a temperature controlled humidity system. Testing equipment has continuously been purchased and capabilities have been continually expanded in the over 14 years of operation. As a result, we are capable of providing virtually all of the required materials tests in-house, as detailed later in this document.

Heider Engineering Services, Inc. is a Type S Corporation, incorporated in the State of California. We currently operate out of one office, which is located in Ontario, CA. and is 4,700 Square Feet in size. We currently have a total of 20 personnel on staff. Our office hours are from 7:30 AM to 5:00 PM, Monday thru Friday; however, we are available 24 hours a day, 7 days a week.

The company is registered and certified with the US Small Business Administration (SBA) as a woman-owned Small Business Enterprise (WBE) (SBE) (MB) with a Data Universal Numbering System (DUNS) No. 118008106 and OSDS No. 48052.

Dennis Heider will be the project Manager for the project. Mr. Heider has over 30 years experience in providing testing and inspection service. He has managed projects ranging from small one day projects to large multiple year projects. Project highlights include; managing the largest earth and rock fill dam project in the Northern Hemisphere at the time of construction (Diamond Valley Reservoir), 2-six story maximum security housing pods at Theo Lacy Jail & the Katella Training Facility expansion for the Orange County Sheriff's Department, 2 housing expansions for the Orange County Probation Department, the new Inland Empire Transportation Management Center for CalTrans, the California Highway Patrol, and the State of California, Department of General Services, and numerous fire stations, post offices, and schools.

Personnel and Laboratory Qualifications

Heider Engineering Services, Inc. has been providing Testing and Inspection Services for over 15 years. Our staff and laboratory currently hold certifications by the following agencies, which are listed below. Copies of all applicable certifications will be provided upon request.

Personnel:

Registered California Geotechnical Engineer

Registered California Civil Engineer

International Code Council (ICC) for Special Inspectors for Soils, Reinforced Concrete, Prestressed Concrete, Structural Masonry, Structural Steel, Welding, Spray-Applied Fireproofing.

American Welding Society (AWS) for Certified Welding Inspectors

Division of State Architecture (DSA) for Structural Masonry

Office of Statewide Health Planning and Development (OSHPD) for Class C Special Inspectors

American Concrete Institute (ACI) for Concrete Field Testing Technician - Grade I and ACI Concrete Strength Testing Technician

Certified Nuclear Density Gauge Operator and RSO

Laboratory:

Our in-house laboratory is approved by the following agencies:

Division of State Architecture (DSA) – LEA # 143 – Approved Since 1998

City of Los Angeles

Office of Statewide Health Planning and Development (OSHPD)

Cement and Concrete Reference Laboratory (CCRL)

Affiliations:

US Small Business Administration (SBA)

American Society of Civil Engineers (ASCE)

California Council of Testing and Inspection Agencies (CCTIA)

National Federation of Independent Businesses (NFIB)

Provided Services

Heider Engineering Services Inc. is much more than a firm who can provide you with Deputy Inspectors and Material Testing Services. We are differentiated from others in the testing and inspection field by the breadth and depth of services we offer by the extensive qualifications of our team. We maintain a well-equipped laboratory managed by Dennis Heider, R.C.E., who has over 30 years experience providing inspection and testing services. We participate in an laboratory proficiency testing program administered by the Cement and Concrete Reference Laboratory and our laboratory has been inspected and approved by four separate agencies; The Cement and Concrete Reference Laboratory, The Division of State Architects (LEA # 143), OSHPD, and The City of Los Angeles. We are a full service Testing Laboratory, and perform our own testing in-house. Our Laboratory Technicians are certified and have extensive knowledge of both ACI and ASTM Standards for testing, both in the laboratory and the field.

Geotechnical Engineering Services offered by Heider Engineering Services, Inc. include the following: site exploration, geotechnical investigation, test borings, soil analysis, and inspection of grading operations.

Inspection Services offered by Heider Engineering Services, Inc. include the following: Soils Engineering, Geological Studies, Concrete and Asphaltic Concrete Batchplant Inspection, Asphaltic Concrete Compaction and Laydown Inspection, Concrete and Asphalt Coring, R-Value Testing, Pavement Deflection Testing, Trench Bedding and Backfill Compaction Testing, Material Sampling, Registered Deputy Inspection of Reinforced Concrete, Structural Welding, High-Strength Bolting, NDT Inspection, Structural Masonry, Reinforced Gypsum Concrete, Insulating Concrete Fill, Spray-Applied Fireproofing, Piling, Drilled Piers and Caissons, Shotcrete, and Soil Grading, Load testing of anchors, Floor Flatness Testing, Engineering evaluation and consulting services including concrete mix design.

Laboratory Testing Services include the following: Testing of concrete, soil, aggregate, masonry, grout, mortar, reinforcing steel, cement, asphaltic concrete, high-strength bolts, structural steel, stone and masonry veneer, concrete pavers, shotcrete, fireproofing, and other construction materials. Our In-House Laboratory capabilities include a concrete curing room equipped with a temperature controlled humidity system capable of holding over 2,000 concrete cylinders and masonry related samples. We have a high capacity (500,000) pound compression machine and a rebar tensile and bending machine, which allows us to test cmu block prisms up to 16" and test rebar up to number 14 bars. Specialty testing of construction materials includes water repellency testing of chemical admixtures, Marshall testing of asphalt, as well as, geotechnical testing of soils including consolidation, shear testing, expansion index, permeability and soluble sulfate testing. Specialty concrete and aggregate testing includes; L.A. Abrasion testing, sulfate soundness testing of aggregate, Vapor Emission Testing (VET), flexural strength and shrinkage testing of concrete beams, roll-a-meter and pressure meters for air content testing, rebound hammer testing, and Winsor probe testing. We also have our own coring machines and generators for obtaining concrete, shotcrete, masonry, and asphalt cores. Other in-house testing includes hardness testing of metals, Skidmore-Wilhelm calibration gauges for high-strength A325 and A490 bolts along with torque wrenches and multipliers, and fireproofing density testing.

Relevant Experience

Heider Engineering is very experienced in Public Works/Capital Improvement, and has extensive experience in these types of projects. We have provided our services to both city and county building & public works departments. Some of our clients include the Los Angeles Community Development Commission, County of Riverside, County of Orange, City of Glendora, City of San Dimas, San Bernardino City and Upland Unified School Districts, and the City of Riverside (Parks and Recreation). Projects have included new and emergency road repairs, parks, remodeling and retrofitting of existing city and county buildings, new building construction and additions to existing buildings, and tenant improvements. Our staff believes in open communication with not only the General Contractor and its Subcontractors, but also with the assigned building inspector for the project. With this mind-set, it allows us to discuss and resolve problems in the field and keep the project moving forward.

Relevant projects similar to this project that we have provided our services on include:

San Jacinto Animal Shelter –The project consisted of a new Animal Shelter Campus constructed on a 5 acre site and included 8 distinct structures, totaling 45,249 square feet. The structures consisted of new administration offices, dispatch room, animal hospital (which included vet offices, 7 treatment and exam rooms, 2 surgery suites, euthanasia room, and x-ray room), separate dog and cat kennel buildings (2 buildings for each), isolation/quarantine building, a mechanical yard, and related on and off site work. The required inspection and testing for the construction of the buildings included: soils excavation and compaction testing, aggregate base and asphalt paving testing, reinforced concrete and masonry, and structural steel and welding. The length of construction was approximately 16 months.

Pre-Engineered Metal Buildings - New Family Life Center in Brea, New PEMB at Air Gas in Pomona, New West PSC Building at Kroger Compton, New Banana Room at Kroger Riverside, 2 new Butler Buildings for USF Bestway in Fontana, New Hangar at San Bernardino International Airport for Million Air, New PEMB's for Fed Ex at the Rialto Hub (currently onsite for Phase 5), New 2 story Butler Building for the Orange County Probation Department, New Butler Building for PraxAir in Ontario, Numerous small, private PEMB's for various homeowners.

Parks and Sports Complexes – Arlington Heights Sports Park in Riverside, Sunset Ridge Park and Fire Station # 5 in Victorville, the Louie Pompeii Sports Park in the Glendora, site improvements at O'Neill and Irvine Regional Parks for the County of Orange, Fergusson Park in Rialto, 4th Ave. Park in La Puente, the Lot H Parking Structure and Athletic Fields at El Camino College, the Bizants Family Tennis Center at Claremont McKenna College, and numerous athletic/play fields for numerous Unified School Districts.

Roads, Storm Drain, and Utilities – Heider Engineering has provided testing and inspection services on over 400 projects dealing with road construction, storm drain installation, and utility lines. We have provided these services to over 30 city, county, water districts, and Southern California Edison.

Heider Engineering Services, Inc. has been providing geotechnical engineering, soils and material testing and inspection services for over 15 years. We have extensive experience in on-call testing and inspection services, and have provided our services to both city and county building and public works departments on projects such as road construction, emergency road repairs, new building construction, remodeling and retrofitting of existing buildings, additions to existing buildings, parks, jails, juvenile halls, fire stations, schools, universities, and military bases. Heider Engineering Services, Inc. has worked on a wide range of projects in both residential and commercial developments. We have provided our services on large residential housing tracts, small and large tilt-up industrial parks & multi-story Class A buildings, city and government projects including fire stations, jails, juvenile halls, road construction, school districts, universities, and U.S. military bases. We have also provided our services on numerous parking structures, retail shopping centers, self-storage facilities, hospitals, and hotel projects. *We also currently have On-Call contracts with over 15 different County, City, Water Districts, and Unified School Districts throughout the Southern California area.*

Heider Engineering Services, Inc. has worked with numerous Federal, State, County, and City Agencies. These include:

City of Glendora	City of San Dimas	City of Pomona	City of La Verne
City of Azusa	City of Desert Hot Springs	City of Lake Forest	City of San Bernardino
City of Redondo Beach	City of Irvine	City of Santa Monica	City of Fontana
City of Walnut	City of Victorville	City of Murrieta	City of Riverside
City of Rialto	City of Colton	City of Norco	City of Industry
City of Moreno Valley	City of Ontario	City of Corona	City of Orange
City of Temple City	City of Apple Valley	City of San Gabriel	City of Signal Hill
City of Colton Water Department	City of Ontario Water Department	City of Upland Water Department	Big Bear Municipal Water District
County of Orange	Orange County Sheriff's Department	Orange County Probation Department	Orange County Social Services Department
County of Riverside Facilities Management Department	County of Riverside Economic Development Agency	County of Los Angeles - Community Development Commission	City of Riverside Parks, Recreation, and Community Services
United States Forest Service	United States Army	United States Marine Corps	United States Navy
State of California Department of General Services	State of California Department of Parks and Recreation	State of California Department of Forestry	HUD Housing
San Bernardino Municipal Water District	Eastern Municipal Water District	Walnut Valley Water District	Three Valley Municipal Water District

Project Leadership

We believe that the staff is the most important consideration when selecting a firm for testing and inspection services. We utilize a thorough employment screening process of our inspectors, lab personnel, clerical staff and our subcontractors. Our employees continually progress in their certifications through self-study, on the job mentoring, and utilizing one of several training facilities located in the Los Angeles and Inland Empire area. All technicians and inspectors are thoroughly trained, qualified, and certified as applicable by ICC, AWS, ASNT or ACI as required by the contract documents and the CBC. All personnel assigned to any project will have a minimum of 5 years experience in their related fields.

Monica Heider, President, will be responsible for scheduling, invoicing, payroll, accounts payable and accounts receivable, along with human resources. Assisting her are dispatching and clerical personnel. She will also be responsible for contract compliance and insurance certificates.

Dennis Heider, RCE and Project Manager, with direct and continued responsibility for any project awarded to us by this contract. His responsibilities will include reviewing of all daily inspection reports and laboratory testing results. He will also be available for consultation and to attend project site meetings as needed.

Param Piratheepan, GE, RCE, manages and supervises the soils technicians during the mass grading, backfilling operations, and foundation inspections. He will review daily inspection reports related to soils, provide site visits as needed, and be available for consultation.

Steve Runyan, FE/Engineer in Training, is our Laboratory Manager and will review all laboratory test data. Steve is also capable of performing all of the laboratory testing and supervises all the laboratory technicians.

Larry Novasel, Business Development Manager and one of our Senior Special Inspector's, will be available to attend meetings and provide site visits as required. Larry has over 14 years of experience including over 12 years with Heider Engineering. He is also available for consultation.

Ed Jones is our Senior Soils Inspector. Ed has over 25 years of experience including over 10 years with Heider Engineering. Ed is also a Reinforced Concrete and Fire-Proofing Special Inspector.

Jay Winscher is one of our senior special inspector's. Jay has over 12 years of experience with Heider Engineering and has achieved all of the special inspection certificates.

Assisting the Senior Management Team and Lead inspector will be additional inspection personnel. We have over 30 personnel who are able to respond to this project, including several senior technicians. Once the contract is awarded and a notice to proceed is given, we will be pleased to provide you with the names of all personnel who will be assigned to your project. We assure you that our assigned personnel will be qualified inspectors who possess the necessary qualifications for the assignment.

Email addresses of our front office staff are:

Monica "Nikki" Heider - President:	nikki@heiderengineering.com
Dennis Heider – Principal Engineer:	dennis@heiderengineering.com
Param Piratheepan- Geotechnical Engineer:	param@heiderengineering.com
Steve Runyan- Lab Manager:	steve@heiderengineering.com
Larry Novasel- Business Development:	larry@heiderengineering.com
Christina Ruiz- Dispatch:	dispatch@heiderengineering.com

All soils testing services will be supervised by a California Licensed Geotechnical Engineer (Param Piratheepan - License # 2826). All special inspection and testing services will be supervised by a California Licensed Civil Engineer (Dennis Heider – License # 47379). All technicians and inspectors are thoroughly trained, qualified, and certified as applicable by ICC, AWS, ASNT, & ACI as required by the contract documents and the CBC. Heider Engineering Services, Inc. and any sub consultants that we may use, are all eligible to perform work on public works projects pursuant to Labor Code 1777.1 or 1777.7. **All personnel assigned to any of our projects are covered under our insurance.**

Our staff believes in open communication, not only with our clients, but also with our office. This constant communication allows us to immediately address any problems in the field, give immediate access to senior technicians and inspectors for advice and clarification of field conditions, and improved response times. This organized and open communication allows us to have realistic response times and allows us to organize our schedule in order to provide the client with quick response times.

Heider Engineering Services, Inc. also has the ability to conduct appropriate research needed to resolve any soils and material testing issues that may arise on-site in a timely, and most importantly, cost-effective manner. We are able to do this by not only our in-house Civil and Geotechnical Engineer's expertise, but also with our long established consultant relationships we have built over many years, who are also experts in their respective fields.

We staff our projects according to the specific needs of that project, and maintain open and regular communication between our office and our inspectors. We have all of our employees stock their vehicles at a minimum of once a week to ensure that they have all the supplies they need to perform their job with no time loss or delays to the project due to our company. Our laboratory staff is trained, not only in laboratory testing but also in field testing of soils, concrete and masonry. Our management staff, which includes our laboratory manager, business development manager, and our principal engineer, are all qualified and available to provide field inspection, when required. All of these procedures enhance our ability to efficiently schedule our staff, and provide our services.

We have included our Organization Chart on the next page. Resumes of our key personnel will be provided if requested.

Project Approach/Scope of Services

Our approach to Geotechnical Engineering, Material Testing and Inspection Services is based upon our understanding of the project. **We review the project plans, specifications, and the contractor's schedule before going to the site, when possible. By doing this, we are better prepared to provide the Client with inspection personnel who have the right certifications to meet the requirements of the project, and to ensure that the ACJPA Yucca Valley Animal Shelter conforms to the California Building Code and any other local and state agency requirements.** During the pre-con meeting, we have the opportunity to point out any Geotechnical, Material Testing, and Inspection concerns to the entire project team, including the contractor. This will help to save time and money, as these concerns are handled right then, before construction begins. Our philosophy, when performing our services for any of our projects, involves a clear understanding of our responsibilities and having the technical ability to carry out our assignments. We work harmoniously with the Project Manager, Construction Manager, General Contractor, Subcontractors, the Design Professionals and Town of Yucca Valley Personnel. We understand that all projects have schedules and time deadlines which must be met and our response to project needs is critical to meeting these deadlines. It is important for our inspector to solve issues at the lowest level possible to further the job progress.

Our full service laboratory is capable of providing all of the required material testing in-house, which allows us to get all of the required tests done in a timely manner, without the additional time of waiting for results from another lab. This saves the Town both time and more importantly, money. Heider Engineering's full service in-house lab ensures that this is done every time, on-time. We have staff available 24 hours a day, 7 days a week to ensure that these results get communicated to the field and the project continues moving forward.

Quality Control Program

Heider Engineering Services, Inc. has an organized and effective QC for coordinating projects, the ability to provide thorough analysis & review of project concerns with limited schedules and to staff multiple projects with qualified personnel who are familiar with the type of project. We do this by staffing our projects according to the specific needs of that project, and maintaining open and regular communication between our office and our inspectors. This constant communication allows us to immediately address any problems in the field by providing advice and clarification of field conditions. Our laboratory has been approved by four separate agencies: the Cement and Concrete Reference Laboratory (CCRL), the Division of the State Architect (DSA), the Office of Statewide Health Planning and Development (OSHDP), and the City of Los Angeles Building Department (LADBS), which ensures that all tests performed in our laboratory are performed in accordance with accepted standards such as ASTM, ACI, CalTrans, and AMRL, and that our personnel have the required certifications, experience, and ability to perform their assigned duties.

The final step in our QC Program is for a Registered California Geotechnical and/or Civil Engineer to review all daily reports and test data for accuracy prior to sending out the reports and data. In addition to the QC program, we continue to provide another step in our project approach by the methodology we provide for every project we are awarded.

Approach To Work – Methodology

Our methodology requires a concise method of providing our services from the scheduling phone call through the invoicing of our services.

- Our first step, administratively, is to establish lines of communication with the Town of Yucca Valley personnel, including field scheduling requirements, report distribution, invoicing.
- Daily field inspection reports would be provided to the project site immediately after completion of the assigned inspection. This would include the General Contractor and the Town of Yucca Valley. Copies of these reports are distributed to the Project Architect, the Structural Engineer, and the Town of Yucca Valley representative on a monthly basis. **Further, all inspectors' daily reports and lab data are available online through our secure website, with individual client log-in.**
- Laboratory test data is provided to Steve Runyan as they are completed for review. Typed copies are then reviewed by Dennis Heider, stamped and distributed.
- As needed, Larry Novasel or Dennis Heider can attend site meetings and are available for consulting.
- Our approach to meet your project schedule also includes timely reporting, accurate, detailed, and legible daily reports, and regular communication between our Project Manager, Inspection, Dispatch, Lab, and Accounting personnel.

We understand that the project scope may consist of inspection of specific construction phases and testing of the associated construction materials including, but not limited to:

- Geotechnical engineering and grading inspection and testing for all soils and foundations, fill compaction, pile/pier installation, footing excavations, backfilling of utility trenches, subgrade, base, and pavement compaction, and on and off site testing. Also will include a final compaction report submitted to the Town of Yucca Valley certifying the building pad.
- Structural Concrete Inspection including concrete material testing (if required), reinforcing steel testing, batch plant inspection (if required), reinforcing steel placement inspection, concrete placement inspection, epoxy & expansion anchor installation and testing, and testing of concrete specimens for compressive strength.
- Structural Steel Inspection including testing of steel (if required), erection, fitup, bolting and welding inspection in the field. Also to include fabrication shop inspection, if required.
- Structural Masonry Inspection including material testing of mortar, grout and cmu. Also to include inspection of cmu placement, grout placement, and reinforcing steel placement.
- Asphaltic Concrete Paving Inspection consisting of aggregate base inspection and testing, asphalt placement inspection including thickness, density and compaction techniques and testing of asphaltic concrete for Marshall Density (Maximum Density Lab Test)
- Providing necessary equipment, vehicles administrative and support staff to complete inspection services.
- Provide daily inspection reports and laboratory test reports to contractor and the Town of Yucca Valley personnel on a monthly basis and on an immediate basis when inspection or test results require immediate action.
- Provide additional inspection or testing as required for this project.

References

Client	Contact & Title	Address & Phone	Projects	Services Provided
County of Riverside	Marc Crispin Deputy Director of Inspection	3403 10 th Street Riverside, CA. 92501 951-955-0167	Family Care Center, Kay Cisneros, Street Revitalization, San Jacinto Animal Shelter , Sun City Library, Glen Oaks FS	Soils Testing and Inspection, Material Testing, Special Inspections
City of Riverside	Carl Carey Project Manager	3900 Main St. Riverside, CA. 92522 951-826-5952	Fire Station 6 & 13, Orange Terrace Library & Comm. Center, Riverside Metropolitan Museum	Geotechnical Engineering, Soils Testing and Inspection, Material Testing, Special Inspections
City of Rialto	John Wheatley Project Manger	335 W. Rialto Ave Rialto, CA. 92376 909-421-4999	Rialto City Library Expansion, Fergusson Park	Soils Testing and Inspection, Material Testing, Special Inspections
Los Angeles Community Development Commission	Jeffrey Biben Project Manager	4800 Cesar E Chavez Ave. LA, CA. 90022 323-260-3449	4 th Ave. Park, Sorensen Library Florence Ave. Parking Lot	Geotechnical Engineering, Soils Testing and Inspection, Material Testing, Special Inspections
Morongo USD	Ron Smith Director of Facilities	P.O. Box 1209 Twentynine Palms, CA. 92277 760-367-9191	Yucca Valley ES , Joshua Tree ES, Twentynine Palms HS	Geotechnical Engineering, Soils Testing and Inspection, Material Testing, Special Inspections
Copper Mountain College	Dan Cain Director of Facilities	6162 Rotary Way Joshua tree, CA. 92252 760-366-5295	Various new buildings, modernizations, sport complex, solar carports, infrastructure	Geotechnical Engineering, Soils Testing and Inspection, Material Testing, Special Inspections
County of Orange	Steve Johsz Project Manager	1143 E. Fruit St. Santa Ana, CA. 92701 714-567-7742	Theo Lacy Jail, Tustin Family Campus, 401 S Tustin, Juvenile Hall Expansion	Geotechnical Engineering, Soils Testing and Inspection, Material Testing, Special Inspections
Rooftop Solar Photovoltaic Fields	Scott Mulkay Vice President	2817 E Cedar Ave. Ontario, CA. 91761 909-673-8730	13 buildings with solar, Home Depot Ontario RDC infrastructure, Home Depot Distribution Center (Redlands)	Geotechnical Engineering, Soils Testing and Inspection, Material Testing, Special Inspections

ADDITIONAL REFERENCES ARE AVAILBLE IF REQUESTED



Heider Engineering Services, Inc.
 Personnel and Laboratory Testing Services
 Yucca Valley Animal Shelter
 Proposal HE 12305

Personnel Rates¹		
Registered Geotechnical Engineer ²	per hour	\$150.00
Project Geologist	per hour	\$150.00
Registered Civil Engineer ²	per hour	\$150.00
Project Manager	per hour	\$65.00
Soils Technician	per hour	\$78.50
Asphalt Technician	per hour	\$78.50
Pile Driving Inspector	per hour	\$78.50
Concrete Inspector	per hour	\$78.50
ACI Concrete Technician	per hour	\$78.50
Post-Tension Concrete Inspector	per hour	\$78.50
Masonry Inspector	per hour	\$78.50
Structural Steel Inspector	per hour	\$78.50
Structural Steel Fabrication Shop Inspector	per hour	\$78.50
Ultrasonic Testing of Welds, portal to portal	per hour	\$85.00
Magnetic Particle Testing of Welds, portal to portal	per hour	\$85.00
Liquid Dye Penetrant, portal to portal	per hour	\$85.00
Non-Destructive Testing, mileage charge	per mile	\$0.55
Fireproofing Inspector	per hour	\$78.50
Concrete Batch Plant Inspector	per hour	\$78.50
Concrete Precast Inspector	per hour	\$78.50
Implant Inspector	per hour	\$78.50
Rebar Tagging & Sampling	per hour	\$78.50
Fabrication Inspection of Glu-Lam Beams		Quote
Roofing Inspector	per hour	\$78.50
Nailing Inspector	per hour	\$78.50
Coring of Concrete, Masonry, or Asphalt, with Equipment (one-man crew)	per hour	\$95.00
Coring Assistant	per hour	\$78.50
Torque or Load Testing of Anchors or Rebar, with Equipment	per hour	\$90.00
Load Testing of Ceiling Wires, with Equipment	per hour	\$90.00
Floor Flatness, with Equipment		Quote
Pacometer Testing	per hour	\$95.00
Grounding Rod Resistivity Testing	per hour	\$95.00
Waterproofing Inspector	per hour	\$78.50
Moisture Vapor Emission Test (VET) Installation (see Laboratory Rates - Materials for price of kit)	per hour	\$78.50
Sample Pick Up	per hour	\$78.50
Engineering Technician	per hour	\$78.50

Laboratory Rates - Materials				
ASTM C39	CTM 521	Compression Testing, Concrete Cylinders, 6x12" or 4x8"	each	\$20.00
ASTM C1019		Compression Testing, Masonry Grout, 3x3x6"	each	\$20.00
ASTM C780		Compression Testing, Mortar, 2x4"	each	\$20.00
ASTM C1314		Compression Testing, Masonry Prisms	each	\$115.00
ASTM C109		Compression Testing, 2" Grout Cubes	each	\$20.00
ASTM C42		Compression Testing, Shotcrete Cores	each	\$40.00
ASTM C42		Compression Testing, Concrete Cores	each	\$30.00
ASTM C42		Trimming of Concrete Cores	each	\$18.00
ASTM C42		Compression Testing, Grouted CMU Cores	each	\$40.00
		Shear Testing, Grouted CMU Cores	each	\$55.00
ASTM C78	CTM 523	Flexural Strength, Concrete Beams	each	\$65.00
ASTM C157		Dry Shrinkage, Concrete Beams	per set of 3	\$200.00
ASTM C496		Splitting Tensile, Concrete Cylinders	each	\$50.00
ASTM C1038		Expansion of Hydraulic Cement Mortar Bars	per set of 3	\$180.00
ASTM C140		Compression Testing, CMU or Brick	each	\$45.00

Laboratory Rates - Materials (Continued)			
ASTM C140	Absorption Testing, CMU or Brick	each	\$20.00
ASTM C90	Dimension Test, CMU or Brick	each	\$25.00
ASTM C936	Compression Testing, Concrete Pavers	each	\$30.00
ASTM C936	Absorption Testing, Concrete Pavers	each	\$25.00
ASTM C947	Flexural Strength, GFRC	each	\$30.00
ASTM C1645	Freeze/Thaw Testing, Concrete Pavers	per set of 3	\$225.00
ASTM C803	Windsor Probe Test, Penetration Resistance of Hardened Concrete	per set of 3	\$60.00
ASTM C515	Relative Mortar Strength, Sand Sample	per set of 3	\$225.00
ASTM F1069	Moisture Vapor Emission Test (VET) Kit (see Personnel Rates for price of installation)	each	\$60.00
ASTM E605	Density Testing, Fireproofing	each	\$30.00
ASTM E736	Adhesion/Cohesion Testing, Fireproofing	per test	\$50.00
ASTM A370	Tensile Test, Reinforcing Steel, up to #11	each	\$55.00
ASTM A370	Tensile Test, Reinforcing Steel, over #11	each	\$75.00
ASTM A370	Bend Test, Reinforcing Steel	each	\$40.00
ASTM F606	Wedge Tensile, High Strength Bolts	each	\$60.00
ASTM F606	Hardness Testing, Bolts, Washers, or Nuts	each	\$35.00
ASTM E8	Tensile Testing, Structural Steel or Metal Decking	each	\$75.00
ASTM E376	Coating Thickness or Coating Weight, Metal Decking	each	\$90.00
ASTM E350	Chemical Analysis, Carbon and Low Alloy Steel		Quote
ASTM A416	Tensile Testing, Prestressing Wire	each	\$150.00
ASTM A416	Tensile Testing, Breaking Strength/Modulus of Elasticity, Prestressing 7-Wire Cable	each	\$250.00
	Non-Standard Lab Testing		Quote

Laboratory Rates - Soils: Classification & Index Properties and Aggregates			
ASTM D2216	CTM 226 Moisture Content	each	\$20.00
ASTM D2937	Moisture & Density, Ring Samples	each	\$30.00
ASTM D2487/D4318	CTM 204 Atterberg Limits, LL & PL	each	\$140.00
ASTM D422/C136	CTM 202 Sieve Analysis	each	\$72.50
ASTM C117	Washed #200 sieve	each	\$50.00
ASTM D422	Hydrometer Analysis	each	\$85.00
ASTM D422	Dispersive Characteristics of Clay Soil	each	\$72.50
ASTM C128	CTM 207 Specific Gravity, Fine Aggregate Passing #4	each	\$70.00
ASTM C127	CTM 206 Specific Gravity, Coarse Aggregate Retained on #4	each	\$70.00
ASTM D2419	CTM 217 Sand Equivalent Value	each	\$100.00
ASTM C131	CTM 211 Los Angeles Abrasion Test	each	\$250.00
	Percolation Testing		Quote
ASTM D2434	CTM 220 Permeability Testing of Granular Soil		Quote
ASTM D4791	CTM 235 Flat or Elongated Particles, Coarse Aggregate	each	\$75.00
ASTM D4791	Flat or Elongated Particles, Fine Aggregate	each	\$95.00
ASTM C295	CTM 215 Petrographic Analysis, Coarse or Fine Aggregate		Quote
ASTM C123	Lightweight, Friable Particles	each	\$75.00
ASTM C40	CTM 213 Organic Impurities	each	\$50.00
ASTM D3744	CTM 229 Durability	each	\$125.00
ASTM C142	Clay Lumps, Friable Particles	each	\$75.00
ASTM D5821	CTM 205 Crushed Faces	each	\$65.00
	CTM 227 Cleanness Value	each	\$75.00
ASTM D3080	Direct Shear	each	\$140.00
	Non-Standard Lab Testing		Quote

Laboratory Rates - Soils: Chemistry & Corrosivity			
ASTM D4972	CTM 532/643 PH Test	each	\$40.00
ASTM C88	CTM 214 Sulfate Soundness or Magnesium Sulfate Soundness Testing	per size	\$80.00
ASTM C1580	Soluble Sulfate	each	\$80.00
ASTM D5495	Hydrocarbons	each	\$65.00
ASTM D1411	Chloride Content	each	\$75.00
ASTM C289	Potential Reactivity	each	\$240.00
ASTM G187	Resistivity of Soil	each	\$85.00

Laboratory Rates - Soils: Compaction & Subgrade Tests			
ASTM D1557	CTM 375	Maximum Density-Optimum Moisture Content	each \$150.00
	CTM 301	R-Value, Untreated	each \$350.00
	CTM 301	R-Value, Treated, Lime or Cement =7% additive	each \$385.00

Laboratory Rates - Soils: Consolidation & Expansion/Swell Tests			
ASTM D2435	CTM 219	Consolidation Test	each \$300.00
ASTM D2435	CTM 219	Consolidation Test, Each Additional Time Curve	each \$50.00
ASTM D2435	CTM 219	Consolidation Test, Each Additional Load/Unload w/o Time Reading	each \$50.00
ASTM D4829/UBC	18-2	Expansion Index	each \$115.00
ASTM D4546-A		Swell/Collapse Test - Method A	each \$335.00
ASTM D4546-B		Single Load Swell/Collapse Test - Method B	each \$150.00
ASTM D5333		Collapse Potential of Soils	each \$250.00

Laboratory Rates - Asphalt			
ASTM D1559	CTM 309	Asphalt Marshall Density	each \$150.00
	CTM 308	Specific Gravity & Weight of Compressed Bituminous Material	each \$350.00
	CTM 310	Asphalt & Moisture Contents of Bituminous Mixtures by Hot Solvent Extraction	each \$275.00
	CTM 366	Test for Stabilometer Value	each \$350.00
ASTM D2172		Extraction and Percent Asphalt (Only), Centrifuge	each \$250.00
ASTM D2172/C136		Extraction and Gradation (Only), Centrifuge	each \$250.00
ASTM D1188		Bulk Specific Gravity, Molded Specimen or Core	each \$75.00

Other Lab Services		
Trial Batch of Concrete Mix		Quote
Concrete Mix Design Review	each	\$75.00
Geotechnical Investigation and Report		Quote
Non-Standard Lab Testing		Quote

Miscellaneous Charges		
Certified Payroll (if required)	per invoice	\$100.00
Special Inspector Registration Fee (if applicable)		Cost
Subcontracted Services		Cost +15%
Equipment Rental		Cost +15%
Bad Check Charge	each	\$25.00
Per Diem (if applicable)		Quote
Trip Charge (if applicable)		Quote
Mileage Charge (if applicable)	per mile	\$0.55
Travel Time (if applicable)		Quote

*Personnel are billed in four (4) hour and eight (8) hour blocks, with travel billable for less than eight (8) hours of work in accordance with Prevailing Wage Requirements. Work over eight (8) hours per day, the first twelve (12) hours of work on Saturday, and work over forty (40) hours per week is billed at 1.5 times the above hourly rates. Any work over twelve (12) hours on Saturdays and work performed on Sundays or holidays is billed at 2.0 times the above hourly rates. Requested services which are required to be subcontracted by Heider Engineering will be billed at cost plus fifteen percent (15%). A two (2) hour minimum is billed for cancellation of inspection personnel less than four (4) hours in advance of the scheduled inspection time. Steel fabrication shop inspection that is required at a distance greater than fifty (50) miles from our Ontario, California office will have billable travel costs including, but not limited to, commercial transportation at cost plus fifteen percent (15%), vehicle mileage at the above rate, travel time at the inspector's hourly rate, and per diem expenses not to exceed \$120.00 per day.

*Approximately one (1) hour of engineering (registered geotechnical engineer for soils inspections and certified engineer for all other types of inspections) is billed for every forty (40) hours of field inspection time.

*Delinquent invoices may be subject to interest, service charges, and collection expenses, including attorney's fees, at our discretion. Interest is assessed at a rate of 0.0329% per day (12% annually) for each day the invoice is past due. The date an invoice is due is determined to be the invoice date plus thirty (30) days.

**If the Prevailing Wage, as determined by the Director of Industrial Relations of the State of California, increases while this contract is in effect, the hourly and laboratory rates contained within this document will increase according to the percent increase of the Prevailing Wage.



Heider Engineering Services, Inc.
 Personnel and Laboratory Testing Estimate
Yucca Valley Animal Shelter
Proposal HE 12305

Soils	Unit	Price	Qty	Total
Soils Technician (includes grading, foundation, subgrade, & utility trench backfill)	per hour	\$78.50	160	\$12,560.00
Asphalt Technician (include placement and compaction testing)	per hour	\$78.50	16	\$1,256.00
Maximum Density-Optimum Moisture Content	each	\$150.00	4	\$600.00
Asphalt Marshall Density	each	\$150.00	1	\$150.00
Soils Subtotal				\$14,566.00

Concrete	Unit	Price	Qty	Total
Concrete Inspector (for rebar & concrete placement for footings, slabs, & sample p/u)	per hour	\$78.50	120	\$9,420.00
Compression Testing, Concrete Cylinders, 6x12" or 4x8" (min. 3 cylinders every 150 yds.)	each	\$20.00	36	\$720.00
Concrete Subtotal				\$10,140.00

Masonry	Unit	Price	Qty	Total
Masonry Inspector (periodic inspection during placement, cont. for grout, & sample p/u)	per hour	\$78.50	60	\$4,710.00
Compression Testing, Masonry Grout, 3x3x6"	each	\$20.00	12	\$240.00
Compression Testing, Mortar, 2x4"	each	\$20.00	16	\$320.00
Compression Testing, CMU or Brick	each	\$45.00	6	\$270.00
Absorption Testing, CMU or Brick	each	\$20.00	6	\$120.00
Masonry Subtotal				\$5,660.00

Structural Steel	Unit	Price	Qty	Total
Structural Steel Inspector (includes all field welding and bolting)	per hour	\$78.50	80	\$6,280.00
Structural Steel Subtotal				\$6,280.00

Engineering	Unit	Price	Qty	Total
Registered Geotechnical Engineer (includes report review and Final Grading Report)	per hour	\$150.00	8	\$1,200.00
Registered Civil Engineer (includes report & mix design review and Final Report)	per hour	\$150.00	10	\$1,500.00
Engineering Subtotal				\$2,700.00

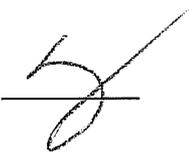
Total Estimate for Testing and Inspection Services **\$39,346.00**

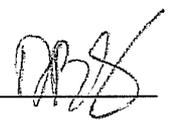
TOWN OF YUCCA VALLEY
PAYROLL REGISTER # 22/2 Special Payroll
CHECK DATE - November 29, 2012

Fund Distribution Breakdown

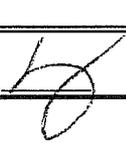
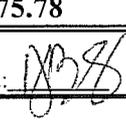
Fund Distribution

General Fund	\$436.66
Gas Tax Fund	609.38
Successor Agency	0.00
	<hr/>
Grand Total Payroll	\$1,046.04
	<hr/> <hr/>

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period 22/2 - Paid 11/29/2012 Special Payroll
(November 03, 2012 - November 16, 2012)
Checks: 0000 - 0000

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$0.00		\$0.00
Direct Deposit	944.92	-	944.92
Sub-total	944.92		944.92
<u>Employee Tax Withholding</u>			
Federal	16.72		16.72
Medicare	14.14	14.15	28.29
SDI - EE	-	-	-
State	-		-
Sub-total	30.86	14.15	45.01
<u>Employee Benefit & Other Withholding</u>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	-	-	-
PERS Survivor Benefit	-		-
Health Café Plan	-	-	-
American Fidelity Pre-Tax	-		-
American Fidelity After-Tax	-		-
American Fidelity-FSA	-		-
PERS EE - Contribution 7%	-		-
PERS EE - Contribution 8%	-		-
PERS Retirement - Employee	-	-	-
PERS Retirement - Employer	-	-	-
Wage Garnishment - Employee	-		-
Life & Disability Insurance		-	-
Unemployment Insurance		17.08	17.08
Workers' Compensation		39.03	39.03
Sub-total	-	56.11	56.11
Gross Payroll	\$975.78	\$70.26	\$1,046.04
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

WARRANT REGISTER # 27
CHECK DATE NOVEMBER 29, 2012

FUND DISTRIBUTION BREAKDOWN

Checks # 41671 to # 41744 are valid:

GENERAL FUND # 001	\$90,059.07
INTERNAL SERVICE FUND # 100	\$2,293.88
DEPOSITS FUND #200	\$7,204.17
TRAFFIC SAFETY FUND # 507	\$96,435.00
AB2928-STATE CONSTRUCTION FUND # 513	\$4,831.23
STREET MAINTENANCE FUND # 515	\$8,179.16
MEASURE I 2010-2040 FUND # 524	\$267,703.36
HUD JERRY LEWIS PARK FUND # 551	\$1,242.00
GRAND TOTAL	<u><u>\$477,947.87</u></u>

Prepared by Shirlene Doten, Accounting Technician II  Reviewed by Sharon Cisneros, Senior Accountant 
Approved by Curtis Yakimow, Administrative Services Director 

Town of Yucca Valley

Warrant Register

November 29, 2012

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	41671	A Cone Zone, Inc.	Southside Park Signage	\$328.64
	41672	Accu Fund, Inc	Fundware Check Writing Support	323.75
	41673	AlSCO/American Linen, Inc.	Parks Uniform Service	31.53
	41674	Arrowhead Mountain Water	Office Supplies	85.05
	41675	AT & T Mobility	Cell Phone Service	336.69
	41677	BSN Sports	Recreation Program Expense	278.49
	41678	C & S Electric	Facilities Maintenance	46.40
	41679	C & S Electric	Parks Maintenance Supplies	51.10
	41680	CACEO	Training Expense	25.00
	41681	Charles Abbott & Assoc, Inc.	Plan Check Fee Service	7,164.07
	41682	Charley's Muffler Service	Vehicle Maintenance	40.00
	41683	Companion Animal Clinic	Veterinary Services	202.50
	41684	Corelogics Information Solutions	Property Information	150.00
	41685	Wayne Coughlan	Sports Referee	66.00
	41686	Cowboy Corral	Shelter Animal Supplies	565.69
	41688	Cyber Photographics	Staff Uniform Expense	355.66
	41689	Cyberspike	Museum Website Maintenance	35.00
	41690	Data Ticket	Citation Processing	196.65
	41691	Desert Pacific Exterminators	Exterminator Services	377.00
	41692	Desert Hot Springs Animal Clinic	Veterinary Professional Svcs.	600.00
	41693	Farmer Bros. Co.	Office Supplies	362.98
	41694	Charles Garcia	Recreation Event Expense	50.00
	41696	Virginia Ghiardi	Recreation Class Refund	135.00
	41699	Totalfunds by Hasler	Postage	1,503.00
	41700	HdL Hinderliter, DeLlamas & Assoc	Sales Tax Services	960.74
	41701	Hi-Desert Water	Water Service	633.37
	41702	Hi-Desert Publishing	Election Notice Ad	52.06
	41704	Jason Lewellyn	Sports Referee	66.00
	41705	The Mallants Corp	Temporary Employment Svcs.	1,382.12
	41706	Robert Mc Avoy	Sports Referee	66.00
	41707	Krista McVey	Recreation Event Refund	25.00
	41708	Kirstin Miller	Recreation Class Refund	40.00
	41709	MM Internet, Inc.	DSL Internet Service	102.12
	41710	Mojave Desert & Mtn. Integ. Wst JPA	FY 12/13 Contribution Qtr end	5,253.00
	41711	Morongo Unified School District	Fleet Fuel Expense	3,820.23
	41713	Oasis Office Supply	Office Supplies	366.74
	41715	Oriental Trading Co. Inc.	Recreation Program Supplies	142.02
	41716	Petty Cash-Jessica Rice	Town Hall Misc. Supplies	417.99
	41717	Petty Cash-Maureen Randall	Museum Misc. Supplies	262.34
	41718	Pool & Spa Center	YVHS Pool Maintenance	89.22
	41719	Rogers,Anderson, Malody & Scott	Annual Audit Services	9,015.00
	41720	SBCO-Vehicle Services	Fleet Vehicle Inspection & Svcs.	573.50
	41721	SBCO - Information Services	Radio Access	1,997.40
	41722	Office of the County Recorder	Filing Fee	18.00
	41723	SCE	Electric Service	9,035.09
	41724	Simplot Partners, Inc.	Parks Maintenance Supplies	462.90
	41725	So. Cal. Gas Co.	Natural Gas Service	1,011.05
	41726	Southwest Networks, Inc.	Technology Hardware & Supplies	35,398.92

Town of Yucca Valley
Warrant Register
November 29, 2012

Fund	Check #	Vendor	Description	Amount
	41727	The Sun Runner	Museum Advertising	100.00
	41728	Tease Shirts	Recreation Program Expense	295.24
	41730	Trophy Express	Recreation Event Expense	7.00
	41731	Delanford Truitt	Sports Referee	44.00
	41733	VCA Yucca Valley Animal Hospital	Veterinary Services	464.42
	41734	Verizon	Phone Service	3,071.65
	41735	Thomas Vincent	Staff Event Catering	545.02
	41736	Valley Independent	Printing Expense	52.20
	41737	Voyager Fleet Systems, Inc	Vehicle Fuel	159.76
	41738	Walmart Community	Animal Control Uniform Expense	53.29
	41741	Woods Auto Repair	Fleet Vehicle Repair & Smog Svs.	432.31
	41742	Guy Wulf	Sports Referee	132.00
	41743	Yucca Valley Quick Lube	Fleet Maintenance	81.87
	41744	YV Ford Center	Vehicle Maintenance	119.30
Total 001 GENERAL FUND				\$90,059.07
100 INTERNAL SER				
	41695	GE Capital Corporation	Copier Lease	\$1,928.61
	41713	Oasis Office Supply	Copy Paper	365.27
Total 100 INTERNAL SERVICE FUND				\$2,293.88
200 DEPOSITS FUND				
	41698	Robert Gray	Deposit Account Refund	\$2,942.25
	41714	Marcos Ocegueda	Deposit Account Refund	1,491.75
	41732	Juan Valenzuela	Deposit Account Refund	2,770.17
Total 200 DEPOSITS FUND				\$7,204.17
507 TRAFFIC SAFETY FUND				
	41739	Western Pavement Solutions, Inc.	Town Wide Slurry Seal Project	\$96,435.00
Total 507 TRAFFIC SAFETY FUND				\$96,435.00
513 AB2928-STATE CONSTRUCTION FUND				
	41740	Willdan Associates	TCRP PS&E Project	\$4,831.23
Total 513 AB2928-STATE CONSTRUCTION FUND				\$4,831.23
515 GAS TAX FUND				
	41673	Alsco/American Linen, Inc.	Streets Uniform Service	\$79.05
	41676	Becarbcompliant	Carb Compliance Registration	850.00
	41687	Crafco, Inc.	Asphalt Supplies	5,534.04
	41697	Granite Construction, Inc.	Asphalt Recycling Svs.	101.20
	41712	Yucca Valley NAPA Auto Parts, Inc.	Vehicle Maintenance	32.26
	41723	SCE	Electric Service	400.26
	41724	Simplot Partners, Inc.	Streets Maintenance Supplies	409.45
	41729	Tops n Barricades	Streets Signs & Supplies	772.90
Total 515 GAS TAX FUND				\$8,179.16

Town of Yucca Valley
Warrant Register
November 29, 2012

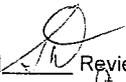
Fund	Check #	Vendor	Description	Amount
524	MEASURE I - 2010-2040 FUND			
	41723	SCE	Electric Service	\$23.83
	41739	Western Pavement Solutions, Inc.	Town Wide Slurry Seal Project	267,679.53
Total 524	MEASURE I - 2010-2040 FUND			<u>\$267,703.36</u>
551	HUD-JERRY LEWIS PARK FUND			
	41703	LandMark	SS Park Project	\$1,242.00
Total 551	HUD-JERRY LEWIS PARK FUND			<u>\$1,242.00</u>
***	Report Total			<u>\$477,947.87</u>

WARRANT REGISTER # 29
CHECK DATE - DECEMBER 4, 2012

FUND DISTRIBUTION BREAKDOWN

Checks # 41745 to # 41777 are valid

GENERAL FUND # 001	\$360,735.26
STATE CONSTRUCTION GRANT FUND # 513	\$9,506.50
STREET MAINTENANCE FUND # 515	\$55.54
MEASURE I MAJOR ARTERIAL FUND # 522	\$190,021.17
MEASURE I -2010-2040 FUND # 524	\$102.87
GRAND TOTAL	<u><u>\$560,421.34</u></u>

Prepared by Shirlene Doten, Accounting Technician II  Reviewed by Sharon Cisneros, Senior Accountant 
Approved by Curtis Yakimow, Administrative Services Director 

Town of Yucca Valley

Warrant Register

December 4, 2012

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	41745	Alliant Insurance Services	Special Event Liability Ins.	\$252.49
	41746	Arrowhead Mountain Water	Office Supplies	233.67
	41747	Debra Breidenbach-Sterling	PARSAC Board Meeting	244.60
	41748	CACEO	Code Enforcement Training	65.00
	41749	Chevron & Texaco Card Services	Vehicle Fuel	92.53
	41750	Companion Animal Clinic	Veterinary Supplies	324.00
	41751	Wayne Coughlan	Sports Referee	132.00
	41752	Desert Hot Springs Animal Clinic	Veterinary Professional Svs.	156.00
	41753	FedEx	Delivery Service	24.54
	41754	Fulton Distributing Co.	Shelter Custodial Supplies	295.31
	41755	G & K Propane	Shelter Propane Svs.	473.28
	41756	Totalfunds by Hasler	Postage	541.34
	41757	Hi-Desert Water	Water Service	971.19
	41758	Hogle-Ireland Inc.	Development Code Update Svs.	6,840.00
	41759	Intervet, Inc.	Vaccines & Microchips	673.44
	41760	Mark S. Mahoney	Hearing Officer Services	200.00
	41761	The Mallants Corp	Temporary Employment Svs.	912.96
	41762	Oasis Office Supply	Office Supplies	1,592.92
	41763	Diane Olsen	Staff Event Expense	276.44
	41765	Pro Video	Town Council Meeting Taping Svs.	200.00
	41766	SBCO Sheriff's Dept	12/12 Public Safety Svs.	283,752.00
	41767	Office of the County Recorder	Filing Fee	72.00
	41768	SCE	Electric Service	492.64
	41769	State Humane Association of CA	Membership & Reference Materials	334.00
	41771	The Planning Center	General Plan Update Svs.	56,864.87
	41772	Trophy Express	Town Council Engraving Expense	84.36
	41773	Delanford Truitt	Sports Referee	242.00
	41774	VCA Yucca Valley Animal Hospital	Veterinary Services	342.00
	41775	Victor Medical Company	Animal Shelter Supplies	3,280.15
	41776	Walmart Community	Shelter Pet Food	703.53
	41777	Guy Wulf	Sports Referee	66.00
Total 001	GENERAL FUND			\$360,735.26
	513 AB2928-STATE CONSTRUCTION GRANT FUND			
	41764	Overland Pacific & Cutler, Inc.	TCRP SR 62 La Honda/Dumosa	\$9,506.50
Total 513	AB2928-STATE CONSTRUCTION GRANT FUND			\$9,506.50
	515 GAS TAX FUND			
	41768	SCE	Electric Service	\$55.54
Total 515	GAS TAX FUND			\$55.54
	522 MEASURE I MAJOR ARTERIAL FUND			
	41770	Steiny & Company, Inc.	SR 62/247 Project Services	\$190,021.14
Total 522	MEASURE I MAJOR ARTERIAL FUND			\$190,021.14

Town of Yucca Valley

Warrant Register

December 4, 2012

Fund	Check #	Vendor	Description	Amount
524	MEASURE I -2010-2040	FUND		
	41768	SCE	Electric Service	\$102.87
Total 524	MEASURE I -2010-2040	FUND		\$102.87
***	Report Total			\$560,421.31



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Sharon Cisneros, Senior Accountant
Date: December 12, 2012
For Council Meeting: December 18, 2012

Subject: Fiscal Year 2011-12 Comprehensive Annual Financial Report

Recommendation: Receive and File the FY 2011-12 Comprehensive Annual Financial Report

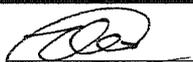
Order of Procedure:

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Roll Call Vote

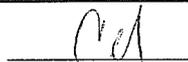
Discussion: Each year the Town is required to have an audit of its annual financial statements. The audit covers the fiscal year July 1, 2011 through June 30, 2012. The audit is conducted by Rogers, Anderson, Malody and Scott, LLP, a firm of independent CPAs appointed by and reporting to the Town Council. The purpose of the audit is to state an opinion with regards to the accuracy of the Town's financial statements and results of operations. Additionally, if the Town participates in major federal programs with expenditures in excess of \$500,000, the Town is required to complete the Single Audit Report on Federal Award Programs, pursuant to federal guidelines identified in U.S. Office of Management and Budget (OMB) Circular A-133. Based on expenditures of Federal Funds in excess of \$500,000 in fiscal year 2012, the Town is required to complete a Single Audit Report. Preparation for this report is underway, and the report summary will be presented to Council by February 2013.

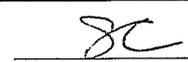
Mr. Scott Manno of Rogers, Anderson, Malody and Scott, LLP, will present the FY 2011-12 audit summary at the December 18, 2012 council meeting. During his presentation, Mr. Manno will provide a brief summary of the audit process and related findings, and will be available to answer any questions. Additionally, Town staff has requested that the firm present a high level review of the impact the Redevelopment Agency dissolution had on the Town-wide financial statements for the year ended June 30, 2012.

Reviewed By:


Town Manager


Town Attorney


Mgmt Services


Finance

- | | | | |
|---|---|--|---|
| <input checked="" type="checkbox"/> Department Report | <input type="checkbox"/> Ordinance Action | <input type="checkbox"/> Resolution Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Consent | <input type="checkbox"/> Minute Action | <input checked="" type="checkbox"/> Receive and File | <input type="checkbox"/> Study Item |

After completing their audit of the Town's records, Rogers, Anderson, Malody and Scott, LLP has issued the opinion that the Town's financial statements:

"..present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Yucca Valley, California as of June 30, 2012, and the respective changes in financial position and cash flows, where applicable, thereof for the year ended in conformity with accounting principles generally accepted in the United States of America."

This represents an unqualified audit opinion and is a result of Council's sound fiscal policies, procedures, and financial management at the Town of Yucca Valley. Town staff will once again submit the current annual report for consideration in the Government Finance Officers Association financial reporting award program. The Town has received the Association's award for the past seven years.

Alternatives: None.

Fiscal impact: While there is no direct fiscal impact, receiving an unqualified audit opinion and reporting awards is an indicator to external parties such as bond underwriters, granting agencies, and vendors of the Town's financial policies and practices.

Attachments:

Fiscal Year 2011-12 Comprehensive Annual Financial Report (under separate cover)

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Lesley Copeland, Deputy Town Clerk/Management Analyst
Date: December 10, 2012
For Council Meeting: December 18, 2012
Subject: FY 2012-13 Budget Amendment- Information Services

Recommendation: Amend the FY 2012-13 Budget to fund necessary Information Technology equipment replacement and upgrades by an amount of \$25,000.

Order of Procedure:

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Roll Call Vote

Discussion: In June 2012, Town Council approved the FY 2012-13 General Fund budget, including anticipated provisions for Information Services. Along with routine information technology maintenance and equipment replacement, the adopted budget included funding for replacement of the Town's main file server due to age and inadequate storage space. The main file server is responsible for storing all the electronic information files for the Town.

Server Upgrade

As part of scoping the replacement project, the entire Town network was analyzed. It was determined that though the separate finance server was scheduled for replacement during the 2013-14 fiscal year, the server is found to be critically low in storage space and requires continual monitoring and maintenance. Accordingly, it is recommended to include replacement of the finance server as part of this project. Both servers are beyond the manufacturers recommended life expectancy, are fully depreciated, and are seeing increased maintenance costs. Additionally, replacing both servers opens the opportunity to combine units into one larger server, reducing overall replacement costs, ongoing maintenance expenses, and electricity usage. The additional cost for the finance server is \$10,000.

Reviewed By:


Town Manager


Town Attorney


Mgmt Services


Dept Head

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Session

Bandwidth Modification

Another major upgrade to the Town's information technology infrastructure is to increase the bandwidth (communication speed) between the Town's major work centers; Town Hall Complex, Community Development/Public Works, and the Animal Care and Control Facility. As the Town explores the opportunity to expand its web-based services and to use ever-increasing cloud computing, increased communication speed is a necessity. This project requires additional routing equipment at each site, and will allow the Town to fully utilize the current bandwidth between the work centers. If this project is not completed at this time, current purchased bandwidth capacity will remain unutilized, and communication speeds between the Town's work centers will remain depressed. The additional costs for this equipment are \$15,000.

Project Scheduling

These major information services projects require a coordinated approach to mitigate potential disruption to Town services. It is anticipated that the server replacements will be completed during the Town's winter office closure later this month, reducing the inconvenience to employees and the public through the transition. Bandwidth equipment modifications may be done at the same time or in January 2013.

Alternatives: Do not approve additional budget allocation.

Fiscal impact: The FY 2012-2013 Adopted Budget provides \$10,000 towards Information Technology capital improvements, line item line item 001 05-08 8531 Special Equipment- Capital. If approved, this line item will be increased by \$25,000 to \$35,000.

Attachments: None