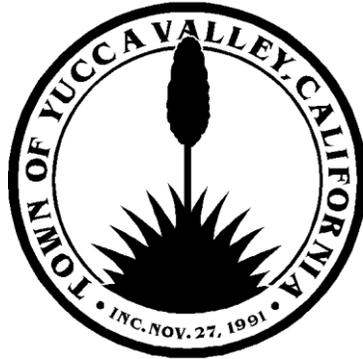


# TOWN OF YUCCA VALLEY TOWN COUNCIL MEETING



*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.*

**TOWN COUNCIL: 6:00 PM  
TUESDAY, AUGUST 4, 2015  
YUCCA VALLEY COMMUNITY CENTER  
YUCCA ROOM  
57090 TWENTYNINE PALMS HWY  
YUCCA VALLEY, CA 92284**

**CLOSED SESSION: 6:00 PM  
(IMMEDIATELY FOLLOWING REGULAR MEETING)  
TUESDAY, AUGUST 4, 2015  
TOWN HALL CONFERENCE ROOM  
57090 TWENTYNINE PALMS HWY  
YUCCA VALLEY, CA 92284**

**\* \* \* \***

**Town Council  
Merl Abel, Council Member  
Rick Denison, Council Member  
Robert Leone, Mayor Pro Tem  
Robert Lombardo, Council Member  
George Huntington, Mayor**

**\* \* \* \***

**TOWN ADMINISTRATIVE OFFICE:  
760-369-7207  
[www.yucca-valley.org](http://www.yucca-valley.org)**

**AGENDA  
MEETING OF THE  
TOWN COUNCIL  
TUESDAY, AUGUST 4, 2015  
6:00 PM**

*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, and any additional documents submitted to the majority of the Town Council, are available for public view in the Town Hall lobby and with respect to the staff agenda packet, on the Town's website, [www.yucca-valley.org](http://www.yucca-valley.org), prior to the Regular 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 Regular 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:**

**PLEDGE OF ALLEGIANCE:**

**INVOCATION:**

Led by Pastor Stephen Jones, First Southern Baptist Church

**PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS:**

**MINUTES APPROVAL:**

1. Town Council - Regular Meeting - Jul 7, 2015 6:00 PM

**CONSENT AGENDA:**

*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 before the consent calendar is called.*

2. Rejection of Claim

**Recommendation:**

**That the Town Council rejects one Claim filed against the Town of Yucca Valley submitted on July 15, 2015 by Rachel Hancock.**

3. Contract Facility/Park Maintenance Services; Desert Arc Contract Amendment for Contract Services

**Recommendation:**

**That the Town Council authorizes the Town Manager to execute the Amendment of the professional services agreement with Desert Arc, with a maximum annual contract value of \$52,132.42, based upon organizational need and efficiency, and with the Agreement ending on June 30, 2016.**

4. Jacobs Park Playground Improvements – Town Project No. 8948; Notice of Completion; R.E. Schultz Construction, Silverado CA

**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.8948.**

5. Grant of Easement to the Public for Street and Utility Purposes; Approximately 0.0524 Acre dedication for SR62 (Welcome Center) APN#587-361-02; Grant of Easement to the High Desert Water District (HDWD); Approximately .0131 Acre dedication for SR62 (Welcome Center) APN#587-361-02.

**Recommendation:**

**That the Town Council approves the Resolution, granting of easements to:**

- **The Public for Street and Utility Purposes (SR 62), approximately 0.0524 acres (2,282 sq. ft. +/-) dedication  
APN#587-361-02, California Welcome Center Property**
- **Hi-Desert Water District, approximately .0131 acres (566 sq. ft.+/-) dedication for wastewater facilities  
APN#587-361-02, California Welcome Center Property;**
- **and authorizes the Town Manager to sign the grant of easement, and directs the Town Clerk to record the easement with the San Bernardino County Recorder’s Office.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE GRANT OF EASEMENTS ON APN #587-361-02 FOR PUBLIC UTILITY AND ROADWAY PURPOSES AND FOR HI-DESERT WATER DISTRICT WASTEWATER COLLECTION SYSTEM PURPOSES**

6. Fourth Amendment to the Subdivision Improvement Agreement; Reduction of Bond Obligations; Tract Map 16587; Located at the northeast corner of Acoma Trail and Zuni Trail

**Recommendation:**

**That the Town Council approves the attached 4<sup>th</sup> Amendment to the Subdivision Improvement Agreement, extending the period of time for completion of improvements an additional twenty-four (24) months through November 22, 2017, reducing the Irrevocable Standby Letters of Credit from \$211,185 to \$ 183,391 for the remaining public improvements.**

7. Second Reading and Adoption of Ordinance No. 256

**Recommendation:**

**That the Town Council Adopts Ordinance 256.  
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING CHAPTER 9.50, HOME OCCUPATION PERMITS, OF ARTICLE 3, GENERAL DEVELOPMENT STANDARDS, OF TITLE 9, YUCCA VALLEY DEVELOPMENT CODE**

8. Warrant Registers

**Recommendation:**

**Ratify the Warrant Registers totaling \$1,156,926.76 for checks dated June 25, 2015 through July 23, 2015.  
Ratify the Payroll Registers totaling \$457,491.72 dated June 19, 2015 through July 2, 2015.**

**PUBLIC HEARING:**

9. Resolution No. 15- ; Annual Assessment Engineer's Report for Previously Formed Street & Drainage and Landscape & Lighting Maintenance Districts; Levying Annual Assessments upon Real Property within the Districts

**Recommendation:**

**That the Town Council adopts the Resolution, confirming the assessment diagrams and confirming the assessments as set forth in the engineer's reports for landscaping and lighting maintenance districts and street and drainage maintenance districts within the existing districts for the 2015-2016 tax year and authorizes the levy of assessment upon real**

property as identified in the engineer's reports.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA CONFIRMING THE ASSESSMENT DIAGRAMS AND CONFIRMING THE ASSESSMENTS AS SET FORTH IN THE ENGINEER'S REPORTS FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS AND STREET AND DRAINAGE MAINTENANCE DISTRICTS WITHIN THE EXISTING DISTRICTS FOR THE 2015-2016 TAX YEAR AND AUTHORIZES THE LEVY OF ASSESSMENT UPON REAL PROPERTY AS IDENTIFIED IN THE ENGINEER'S REPORTS**

**DEPARTMENT REPORTS:**

10. Resolution No. 15- ; Authorization of the Levy of a Special Service Tax upon Real Property within Community Facilities District (CFD) No. 11-1; Improvement Areas # 1, 2, and 3

**Recommendation:**

**That the Town Council adopts the Resolution, authorizing the annual levy of special taxes for Community Facility District No. 11-1, Improvement Areas # 1, 2, and 3 for fiscal year 2015/2016.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AUTHORIZING THE ANNUAL LEVY OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO 11-1 FOR FISCAL YEAR 2015/2016**

11. Contract Yucca Trail Traffic Safety & Circulation Analysis; Albert Webb Associates; Authorization for Contract Services

**Recommendation:**

**That the Town Council authorizes the Town Manager to enter into a professional services agreement with Albert Webb Associates, with a maximum contract value of \$23,100, and direct staff to include this project and associated costs in the Measure I 5-Year Plan and Measure I Budget for Fiscal Year 2015/1016.**

12. Ordinance No. ; AB 2188; Expedited Permitting Small Residential Rooftop Solar Systems; State Mandate

**Recommendation:**

**That the Town Council introduces the Ordinance, establishing expedited permitting for small residential rooftop solar systems as outlined in AB 2188.**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE YUCCA VALLEY MUNICIPAL CODE, TITLE 8, ADDING CHAPTER 8.05, IMPLEMENTING AB 2188, PROVIDING AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS.**

13. Contract SR62 Landscape Median Maintenance Services; Desert Green Landscape; Authorization for Contract Services

**Recommendation:**

**That the Town Council authorizes the Town Manager to enter into a professional services agreement with Desert Green Landscape, with a maximum annual contract value of \$21,398, based upon organizational need and efficiency.**

14. HVAC Equipment Replacement/Upgrade; Community Center/Museum HVAC Controller

**Recommendation:**

**That the Town Council amends the 2015/2016 fiscal year budget, appropriating \$12,000 from undesignated reserves, authorizes the purchase of HVAC replacement controllers in the amount of \$11,491.82 through existing maintenance service contracts with Honeywell, Inc., authorizing the Town Manager to expend the funds for project implementation, and finding that the purchase is consistent with the Town's purchasing policies as Honeywell, Inc., is under contract to the Town to provide maintenance and services to the Town's HVAC systems.**

15. Wireless Communications Standards, Development Code Chapter 9.44; Table 3-3 of Section 9.31.030, of Article 3, Structures that May Exceed Height Limit, Policy Discussion

**Recommendation:**

**That the Town Council receive the report and provide direction to staff as determined necessary.**

## **FUTURE AGENDA ITEMS:**

## **PUBLIC COMMENTS:**

*In order to assist in the orderly and timely conduct of the meeting, the Town 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:**

1. Council Member Abel
2. Council Member Denison
3. Council Member Lombardo
4. Mayor Pro Tem Leone
5. Mayor Huntington

## **ANNOUNCEMENTS:**

### **Upcoming Meeting Schedule**

The next regular meeting of the Yucca Valley Town Council is scheduled for Tuesday, August 18, 2015 at 6:00 p.m. in the Yucca Valley Community Center Yucca Room.

## **CLOSED SESSION:**

Adjourn to Closed Session- Public Comments will be heard prior to Closed Session

### **1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

A closed session will be held, pursuant to Government Code §54956.(d)(1), to confer with legal counsel regarding pending litigation to which the Town is a party. The title of such litigation is as follows: Mirage Front Properties, LLC vs.

Town of Yucca Valley; CIVDS1400401

**2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

A closed session will be held, pursuant to Government Code §54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Town is a party. The title of such litigation is as follows: Town of Yucca Valley vs. Yashraj Hospitality, Inc., dba Best Western Yucca Valley Hotel and Suites, Nathsons Hospitality, Inc., Venokumar Nathraj, Charmaine Nathraj et. al; CIVDS1415964; San Bernardino County Superior Court

**3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

A closed session will be held, pursuant to Government Code §54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Town is a party. The title of such litigation is as follows: Frank Lindsay vs. Town of Yucca Valley; Case Number 515-cv-0036-VAP-DTBx; United States District Court

**REPORT OUT OF CLOSED SESSION / ADJOURNMENT- TOWN HALL LOBBY:**

# 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 near the Town Clerk's desk at 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. 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
DOJ	Department of Justice
DOT	Department of Transportation
ED	Economic Development
EIR	Environmental Impact Report (pursuant to CEQA)
GAAP	Generally Accepted Accounting Procedures
GASB	Governmental Accounting Standards Board
HDWD	Hi Desert Water District
HUD	US Department of Housing and Urban Development
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 <sup>st</sup> Century
TOT	Transient Occupancy Tax

## Town Council Committee Assignments

COMMITTEE	REPRESENTATIVE	MEETING SCHEDULE	LOCATION
CITY / COUNTY ANIMAL SERVICES JPA	Huntington Lombardo	12:00 pm. Last Thursday	Yucca Valley
DESERT SOLID WASTE JPA	Huntington Leone (Alt)	10:00 a.m. 2 <sup>nd</sup> Thursday Feb, May, Aug, Nov	Victorville
LEAGUE OF CALIFORNIA CITIES DESERT MOUNTAIN DIVISION	Lombardo Denison (Alt)	10:00 a.m. 4 <sup>th</sup> Friday- Quarterly	Varies
LEAGUE OF CALIFORNIA CITIES LEGISLATIVE DELEGATE	Mayor		
LEGISLATIVE TEAM	Huntington Denison	Proposed for Council Members to work with Town Manager meeting with legislators when necessary	
HOMELESS PARTNERSHIP (SBCO) AND INTERAGENCY COUNCIL ON HOMELESSNESS	Staff	9:00 a.m. 4 <sup>th</sup> Wednesday	San Bernardino
MEASURE I	Huntington Abel (Alt)	9:30 a.m. 3 <sup>rd</sup> Friday	Apple Valley
MORONGO BASIN TRANSIT AUTHORITY	Abel Leone Lombardo (Alt)	5:00 p.m. 4 <sup>th</sup> Thursday	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	Leone Abel (Alt)	10:00 a.m. 4 <sup>th</sup> Monday	Victorville
SANBAG	Huntington Abel (Alt)	10:30 a.m. 1 <sup>st</sup> Wednesday	San Bernardino
SO. CALIFORNIA ASSOC. GOV (SCAG) GENERAL ASSEMBLY	SANBAG Rep/Alternate	Annually May	Varies
SPORTS COUNCIL	Denison	6:30 p.m. 2 <sup>nd</sup> Monday March, June, Sept	Yucca Valley

## Ad Hoc Committee Assignments

COMMITTEE	REPRESENTATIVES
AUDIT	Denison Huntington
BREHM PARK	Abel Lombardo
CLASS AND COMPENSATION (Personnel)	Abel Huntington
MEDICAL MARIJUANA INITIATIVE	Lombardo Abel
ONLINE VIDEO	Huntington Evans (PRCC)
PUBLIC FACILITIES	Huntington Leone
RDA BONDS	Huntington Leone
SEWER FINANCING	Denison Leone
REVENUE MEASURE	Huntington Leone
SUBDIVISION	Huntington Leone

# TOWN OF YUCCA VALLEY

## TOWN COUNCIL MEETING MINUTES

### JULY 7, 2015

#### OPENING CEREMONIES

Mayor George Huntington called the meeting to order at 6:00 PM.

#### CALL TO ORDER

#### ROLL CALL

PRESENT: Denison, Leone, Lombardo, Huntington

ABSENT: Abel

Council Member Abel was absent due to a planned vacation.

#### PLEDGE OF ALLEGIANCE

Led by Mayor Huntington

#### INVOCATION

With no member of the clergy present, Mayor Huntington offered a moment of silence.

#### PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

Mayor Huntington Introduced San Bernardino County Sheriff, John McMahon.

Sheriff McMahon introduced the new San Bernardino County Sheriff's Captain for the Morongo Basin, Jeff Joling.

McMahon continued by presenting a brief update to the Town Council on Prop 47 and the AB109 realignment, seen as significant challenges for the department.

Captain Joling, thanked McMahon for the opportunity to come back to the area and serve the Morongo Basin.

Minutes Acceptance: Minutes of Jul 7, 2015 6:00 PM (Minutes Approval)

**APPROVAL OF AGENDA**

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Robert Leone, Mayor Pro Tem  
**SECONDER:** Robert Lombardo, Council Member  
**AYES:** Rick Denison, Robert Leone, Robert Lombardo, George Huntington  
**ABSENT:** Merl Abel

**CONSENT AGENDA**

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Robert Lombardo, Council Member  
**SECONDER:** Robert Leone, Mayor Pro Tem  
**AYES:** Rick Denison, Robert Leone, Robert Lombardo, George Huntington  
**ABSENT:** Merl Abel

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

2. **Approve the Meeting Minutes for May 5, 2015, June 2, 2015, June 16, 2015**

Approve the Town Council meeting minutes for May 5, 2015, June 2, 2015 and June 16, 2015 as presented.

3. **Approve the Fall/Winter 2015 Community Services Planned Programs**

That the Council receive and file the report outlining the Fall/Winter 2015 programs and events to be organized and conducted by the Community Services Department.

4. **Approve the Warrant Registers**

Ratify the Warrant Register totaling \$492,928.43 for checks dated June 11, 2015.

Ratify the Payroll Registers totaling \$138,224.21 dated June 5, 2015, and June 11, 2015.

**PUBLIC HEARING**

5. **Ordinance No.; Planning Commission Recommendation; Development Code Amendment, DCA-01-15; Development Code, Title 9, Article 3, Chapter 9.50, Home Occupation Permits; CEQA Exemption 15061(b)(3)**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING CHAPTER 9.50, HOME OCCUPATION PERMITS, OF ARTICLE 3, GENERAL DEVELOPMENT STANDARDS, OF TITLE 9, YUCCA VALLEY DEVELOPMENT CODE**

Deputy Town Manager Stueckle presented the staff report on the introduction of an ordinance, amending the development code to contain a new class of home occupation permits.

Stueckle gave background information on the item, reporting that the Parks, Recreation and Cultural Commission (PRCC) received an informative presentation from the Morongo Basin Cultural Arts Council (MBCAC) in May, 2015, encouraging support of local artists in the community. The MBCAC is active in the area, presenting the popular, annual Hwy 62 Open Studio Art Tours, and supporting local artists through advertising and collaboration. It was noted that the Hwy 62 Open Studio Art Tours is in its 14th year this year, with over 140 local artists participating.

On June 2, 2015, the Town Council directed staff to implement measures within the Town's programs, processes and codes that support, encourage, and enhance the artist industry within the Town.

On June 9, 2015, the Yucca Valley Planning Commission held a public hearing on amendments to the HOP regulations. The Planning Commission discussed supporting the Town's Parks, and Recreation Master Plan Update to position Yucca Valley as a major center known for quality art offerings by developing superior cultural facilities, hosting a variety of cultural events and including public and private art venues in the Old Town Specific Plan. In addition, the Planning Commission supported advocating on behalf of the Art in Public Places program to compliment Yucca Valley's natural beauty, involve local artists, promote tourism, increase public awareness of the value of arts and culture in Yucca Valley and the region, build participation in cultural arts programs and activities, and outreach to local schools and support educational opportunities. Following all public testimony, the Planning Commission unanimously recommended the Town Council adopt the ordinance.

The HOP process revisions contain a new class of home occupation permits. Class 5 (V) provides for an artist studio exemption. Artists / Artist Studio shall be exempt from the HOP requirement, subject to certain standards.

Mayor Huntington opened the public hearing.

Town Clerk Copeland reported that written communication has been received by Fritz Koenig, Yucca Valley in opposition of the item.

The following submitted speaker cards in favor of the item, but wished not to speak:  
 Bonnie Brady, Yucca Valley  
 David McCarter, Yucca Valley  
 Linda McCarter, Yucca Valley

The following spoke in favor of the item:  
 Charles McHenry, Yucca Valley  
 Paul Kopfenstein, Yucca Valley

Susan Simmons, Yucca Valley  
 Scott Doten, Yucca Valley  
 Ed Keesling, Yucca Valley  
 Dennis Pask, Yucca Valley  
 Bill Washlake, Yucca Valley  
 Albert Hale, Yucca Valley  
 David Falossi, Yucca Valley  
 Janis Commentz, Yucca Valley  
 Kathy Kopfenstein, Yucca Valley

Carlos Reyes, Owner of ArtFX in Yucca Valley, spoke in favor of the item and requested the Council consider tax qualifications not addressed in the ordinance.

With no other members of the public wishing to speak, Mayor Huntington closed the public hearing.

Mayor Pro Tem Leone asked for copy of letter of opposition, as he didn't see the electronic version that Mr. Koenig sent out.

Council Member Lombardo inquired on the reference (5 (a)) to family members as employees on the new Class 5, and was concerned that this might be too restrictive and would like to allow 1-2 artists in residence or assistants, who are not family members.

Council Member Denison also referenced (5 (a)) the requested wording that would allow for apprenticeships and is in favor of bringing in a non-family member.

There was consensus among the Council to allow a limited amount of artists in residence or assistant, to include one (1) non-family member as an employee for Class 5 (V).

Mayor Pro Tem Leone inquired about hours of operation for Class 5 (V) activity.

Mayor Huntington stated the hours of operation should mostly be pertaining to outdoor and/or disruptive activities, not to squelch the artistic creativity indoors at other hours. Huntington confirmed that other performance standards included in the development code would be in effect for additional guidance.

Council Member Denison would like to make sure that artists can work at all hours, as long as the work was not disruptive to neighboring properties. Town Attorney Laymon explained that though a home occupation would be guided by the specific HOP regulations, all Town Code is in affect for all of the Town's development and performance regulations as well.

Consensus was made among the Council to not limit the artist to the 7:00 a.m. to 7:00 p.m. operating hours as those Home Occupations requiring permits, however hours of operation for customers visiting the site, sales of product on the premises, or outdoor

home occupation activity should be limited to between the hours of 9:00 a.m. and 5:00 p.m.

Mayor Huntington asked for clarification in cottage foods. Deputy Town Manager Stueckle explained that cottage foods were among those activities not allowed under the artists / artist studio exemption.

Mayor Huntington requested to remove the word "original" from the paragraph "I" on stamped page 55. Also, asked to change "performing arts" with "performance art" in that same paragraph.

Deputy Town Manager Stueckle read the title of the Ordinance for the record.

That the Town Council:

- A. Finds that the project is exempt from CEQA in accordance with Section 15061 (b)(3) of the California Environmental Quality Act. The proposed amendment to revise the Town's Development Code has no potential to impact the environment. The proposed amendment does not alter the existing requirements that specific development projects must comply with the provisions of the California Environmental Quality Act. Development Code Amendment, DCA 01-15 meets the exemption criteria which states "that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA".
- B. Introduces the Ordinance, repealing and restating Chapter 9.50, Home Occupation Permits, in its entirety.

**RESULT:**           **INTRODUCED [UNANIMOUS]**  
**MOVER:**           Robert Lombardo, Council Member  
**SECONDER:**       Rick Denison, Council Member  
**AYES:**             Rick Denison, Robert Leone, Robert Lombardo, George Huntington  
**ABSENT:**          Merl Abel

#### **FUTURE AGENDA ITEMS**

None Stated

#### **PUBLIC COMMENTS**

Mayor Huntington opened public comments for items not on the agenda.

Bonnie Brady, Yucca Valley spoke in opposition of grading for the new housing development at the corner of Sage and Golden Bee in Yucca Valley and asked the council to revisit the native plant ordinance.

With no other members of the public wishing to speak, Mayor Huntington closed public comments

### STAFF REPORTS AND COMMENTS

Town Manager Yakimow welcomed Captain Joling and wished him well in his new position.

Town Manager Yakimow announced the summer concerts begin this weekend, and family fun day at Paradise Park on Saturday. Yakimow also spoke of citizen concern with shade and seating options at Essig Park near the dog park area, announced the closing of escrow on the Brehm Park property, and grading compliance at the Sage Estates project.

Deputy Town Manager Stueckle announced the commencement of the town-wide slurry seal project beginning on July 13, 2015

Captain Joling gave a brief update on the collaboration between agencies on the Lake Fire activity and reported on recent traffic enforcement activities.

### MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

**6. Council Member Abel**

Not in Attendance.

**7. Council Member Denison**

Council Member Denison reported on his attendance at League of California Cities conference in Monterey. Denison thanked the community for support during the recent Lake Fire, especially the Yucca Valley High School Band Boosters for their fund raising effort for the firefighters.

**8. Council Member Lombardo**

Council Member Lombardo welcomed Captain Joling and thanked the audience for their participation in tonight's meeting.

**9. Mayor Pro Tem Leone**

Mayor Pro Tem Leone also welcomed Captain Joling. Leone also expressed his opposition with the recent grading techniques at the Sage Estates Development and would like the Council to reconsider the current native plant ordinance.

**10. Mayor Huntington**

Mayor Huntington welcomed Captain Joling and congratulated the Rotary Club on the fantastic fireworks show. Huntington also announced he will not be available for his office hours for last two weeks of July and reported that Congressman Cook is seeking nominations for the 2015 "Salute to Women: Youth Leaders and Mentors" ceremony to be held in Apple Valley later this year.

**ANNOUNCEMENTS****11. Upcoming Meeting Schedule**

The regular meeting of the Yucca Valley Town Council scheduled for July 21, 2015 has been canceled due to lack of agenda items.

The next meeting of the Yucca Valley Town Council is scheduled for Tuesday, August 4, 2015 at 6:00 p.m. in the Yucca Valley Community Center Yucca Room.

**ADJOURNMENT**

The meeting was closed at 7:23 PM

Mayor Huntington adjourned the meeting in memory of former Planning Commission Warren Lavender who passed away over the weekend.

Respectfully Submitted,

Lesley Copeland, CMC

Town Clerk

**Town of Yucca Valley**  
**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Debra Breidenbach, Human Resources Manager

**Date:** July 20, 2015  
**Meeting Date:** August 4, 2015

**Subject:** Rejection of Claim

**Recommendation:**

**That the Town Council rejects one Claim filed against the Town of Yucca Valley submitted on July 15, 2015 by Rachel Hancock.**

**Prior Review**

There has been no prior Council review of this item.

**Executive Summary**

Under state law, a claim for personal damage must be presented in accordance with Government Code Section 910. Based upon staff and legal review, it is recommended that the claim be rejected in accordance with Government Code 913 and 915.4. If Council wishes to discuss the nature and content of the claim, a closed session under the terms of the Brown Act is appropriate.

**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**

When the Town receives a claim, a review is conducted regarding the charges of the claim. Based upon legal review and/or review by our insurer Public Agency Risk Sharing Authority of California, a claim is either recommended for rejection or a settlement is attempted.

**Alternatives**

No alternative is recommended.

**Fiscal Impact**

None

**Attachments:**

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
Alex Qishta, Project Engineer  
**Date:** July 21, 2015  
**Meeting Date:** August 4, 2015

**Subject:** Contract Facility/Park Maintenance Services; Desert Arc Contract Amendment for Contract Services

**Recommendation:**

That the Town Council authorizes the Town Manager to execute the Amendment of the professional services agreement with Desert Arc, with a maximum annual contract value of \$52,132.42, based upon organizational need and efficiency, and with the Agreement ending on June 30, 2016.

**Prior Council Review:**

On August 6, 2013, the Town Council authorized the Town Manager to enter into a professional services agreement with Desert Arc, with a maximum annual contract value of \$49,140, based upon organizational need and efficiency.

On July 15, 2014 the Town Council authorized the Town Manager to execute the Amendment of the professional services agreement with Desert Arc, with a maximum annual contract value of \$50,614.00, based upon organizational need and efficiency, and extend the Agreement for two years ending on June 30, 2016.

**Executive Summary:**

The Town contracts for services in a number of different areas. Contract services can provide not only cost savings, but flexibility in program implementation and in the services that the Town provides. Structured levels of facility and park maintenance are common contract municipal services.

**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:**

Desert Arc provides contact services to both public agencies and private organizations. The Town has prior contract experience with Desert Arc (Hi Desert Industries at that time) who performed contract services in both park and facility maintenance during the late 1990s, early 2000s and for FY 2013/2014 and FY 2014/2015.

Staff is highly satisfied with vendor performance.

**Alternatives:**

Do not authorize the Amendment to the existing Agreement.

**Fiscal impact:**

The recommended action would result in a maximum annual contract value of \$52,132.42 (3% increases from last year). The estimated annual in-house approach, through part time non-benefited employees, plus supplies, is estimated at approximately \$50,000 annually. This does not include supervision time and associated costs from the Facility Maintenance Supervisor, Human Resource costs for recruiting or managing personnel matters, payroll time and expenses, and all other support, management and oversight that is required for Town employees.

**Attachments:**

Desert Arc Amendment to Agreement  
Desert Arc Agreement

## AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES** (“Amendment”) by and between the **TOWN OF YUCCA VALLEY** (“Town”) and **DESERT ARC**, a California corporation (“Contractor”) is effective as of the 1<sup>st</sup> day of September, 2015.

### RECITALS

A. Town and Contractor entered into that certain Agreement for Contractual Services dated September 1, 2013 (“Agreement”) whereby Contractor agreed to provide park Maintenance Services for the Town of Yucca Valley Parks.

B. Town and Contractor now desire to amend the Agreement to include additional compensation for Park Maintenance in an amount not to exceed Fifty Tow Thousand One Hundred Thirty Two Dollars and 42 Cents (\$52,132.42) to the original Contract Amount and revise the Scope of Services. The original Scope of Work and tasks are modified and revised to include the following: Same Services as provided o Original Agreement.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.
  - (a) Section 3.5 of the Agreement (“Term”) is hereby amended as follows:
 

“Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”
  - (b) Schedule (Exhibit “D”) is hereby amended to replace the date of “August 31, 2014” with the date of “June 30, 2016”.
2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contractual Services Agreement.
3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** Town and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to Town that, as of the date of this Amendment, Town is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Town represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

TOWN:

TOWN OF YUCCA VALLEY

\_\_\_\_\_  
Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Lona Laymon, Town Attorney

**CONTRACTOR:**

\_\_\_\_\_  
Desert Arc

By: \_\_\_\_\_  
Name: Kellie Kennedy  
Title: Director of Business Development

By: \_\_\_\_\_  
Name:  
Title:

Address: \_\_\_\_\_  
73-255 Country Club Dr  
Palm Desert, CA 92260

\_\_\_\_\_  
\_\_\_\_\_

**Two signatures are required if a corporation**

**NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

Attachment: Desert Arc Amendment to Agreement (1123 : Desert Arc Contract Amendment)

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**THE TOWN OF YUCCA VALLEY,  
A MUNICIPAL CORPORATION**

**and**

**DESERT ARC**

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

Desert Arc – Parks Maintenance

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
THE TOWN OF YUCCA VALLEY, CALIFORNIA  
AND  
DESERT ARC**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1 day of September, 2013 by and between the Town of Yucca Valley, a general law municipal corporation ("Town") and Desert Arc, ("Consultant" or "Contractor"). Town and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties". (The term Contractor includes professionals performing in a consulting capacity.)

**RECITALS**

A. Town has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the Town to perform those services.

C. Pursuant to the Town of Yucca Valley's Municipal Code, Town has authority to enter into this Contract Services Agreement and the Town Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONTRACTOR**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the Town entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities

necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### 1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

#### 1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

#### 1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Town, its officers, employees or agents of Town, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Town hereunder.

#### 1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing; prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the Town of such fact and shall not proceed except at Town's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Town, except such losses or damages as may be caused by Town's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Town of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the Town in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Town may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Town, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Town by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Town. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Town, the Town shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder upon demand. ~~This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.~~

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the

performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### 1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

#### 1.10 Additional Services.

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

#### 1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Forty Nine Thousand One Hundred and Forty Dollars and 0 Cents (\$49,140.00)** (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

### 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the Town. Coordination of the performance of the work with Town is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

### 2.4 Invoices.

Each month Contractor shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Town's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

Town shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

**ARTICLE 3. PERFORMANCE SCHEDULE**

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

Town may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. Town shall reject or finally accept Contractor's work within forth five (45) days after submitted to Town. Town shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. Town's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by Town shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u><i>Rich Pahr</i></u> (Name)	<u>EXECUTIVE Director</u> (Title)
-----------------------------------	--------------------------------------

_____ (Name)	_____ (Title)
-----------------	------------------

_____ (Name)	_____ (Title)
-----------------	------------------

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Town to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of Town. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify Town of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

officials, officers, employees or agents of Town. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Town Manager of Town. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by Town to the Contract Officer. Unless otherwise specified herein, any approval of Town required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Town Manager, to sign all documents on behalf of the Town required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the Town nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Town shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

### 5.1 Insurance Coverage.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of Town:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the Town against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the Town submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

### 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Town, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Town or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Town, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30)

days prior written notice by certified mail return receipt requested to the Town. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

All certificates shall name the Town as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

  
Contractor Initials

Town, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by Town. At the option of Town, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Town or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to Town.

### 5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnors”), or arising from Contractor’s reckless or willful misconduct, or arising from Contractor’s indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Town, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Town, its officers, agents, and employees harmless therefrom;

(c) In the event the Town, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Town, its officers, agents or employees, any and all costs and expenses incurred by the Town, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify Town hereunder therefore, and failure of Town to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of Town’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Town’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

#### 5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to Town performance bond in the sum of the amount of this Agreement, in the form provided by the Town Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

#### 5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of Town ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the Town Council of Town within 10 days of receipt of notice from the Risk Manager.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### 6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Town and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to Town, and access shall be provided by Contractor's successor in interest.

#### 6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the Town is greatly concerned about the cost Desert Arc – Parks Maintenance

of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Town's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Town for all damages resulting therefrom.

### 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Town Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Town notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then Town shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify Town should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena,

notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

### 7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in San Bernardino.

### 7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the Town may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the Town shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Town may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the Town may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Town to give notice of the Contractor's default shall not be deemed to result in a waiver of the Town's legal rights or any rights arising out of any provision of this Agreement.

### 7.3 Retention of Funds.

Contractor hereby authorizes Town to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of

Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Town as elsewhere provided herein.

#### 7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### 7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Town the sum of **Zero Dollars and 0 Cents (\$0.00)** as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The Town may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

#### 7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency,

the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### 7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Town may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

#### 7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### 8.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

#### 8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person

having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### 8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

### 8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication 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, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, TOWN OF YUCCA VALLEY, 57090 Twentynine Palms Highway, Yucca Valley, CA 92284 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration: Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the Town Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

TOWN:

TOWN OF YUCCA VALLEY, a municipal corporation

\_\_\_\_\_  
Acting Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Lona Laymon, Town Attorney

CONTRACTOR:

\_\_\_\_\_  
*Desert Arc*

By: *Rick Baker*  
Name: *Rick Baker*  
Title: *Executive Director*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Contractor will perform the following Services:**

- A. **Community Center:** Maintenance of outside grounds of Community Center, Town Hall, Senior Center, Library, Museum & 1 outdoor restroom (men's & women's by soccer/softball fields. Include all parking lot & sidewalk areas.
- B. **Machris Park:** Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's & women's). Including playground & sidewalks down to shade shelter
- C. **Essig Park:** Maintenance of outside grounds to include: parking lot adjacent to dog park. 1 outdoor restroom (men's & women's). Including playground area, shade shelter & all sidewalk areas
- D. **Paradise Park:** Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's & women's). Including playground & sidewalks down to shade shelter.
- E. **Jacobs Park:** Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's & women's). Including playground, basketball courts. All sidewalks.
- F. **Park and Ride:** Maintenance of outside grounds to include: hardscape and shade shelter.
- G. **Remembrance Park:** Maintenance of outside grounds to include: hardscape.
- H. **Brehm Park (Soccer and Miracle Fields):** Maintenance of outside grounds to include: hardscape-Restrooms

**II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the Town:**

- A. **Community Center:** Maintenance of outside grounds of Community Center, Town Hall, Senior Center, Library, Museum & 1 outdoor restroom (men's & women's by soccer/softball fields. Include all parking lot & sidewalk areas.
- B. **Machris Park:** Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's & women's). Including playground & sidewalks down to shade shelter
- C. **Essig Park:** Maintenance of outside grounds to include: parking lot adjacent to dog park. 1 outdoor restroom (men's & women's). Including playground area, shade shelter & all sidewalk areas

Desert Arc – Parks Maintenance

- D. **Paradise Park:** Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's & women's). Including playground & sidewalks down to shade shelter.
  - E. **Jacobs Park:** Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's & women's). Including playground, basketball courts. All sidewalks.
  - F. **Park and Ride:** Maintenance of outside grounds to include: hardscape and shade shelter.
  - G. **Remembrance Park:** Maintenance of outside grounds to include: hardscape.
  - H. **Brehm Park (Soccer and Miracle Fields):** Maintenance of outside grounds to include: hardscape-Restrooms
- III. **In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the Town apprised of the status of performance by delivering the following status reports:**
- A. Daily Report for each park and services performed.
  - B.
  - C.
- IV. **All work product is subject to review and acceptance by the Town, and must be revised by the Contractor without additional charge to the Town until found satisfactory and accepted by Town.**
- V. **Contractor will utilize the following personnel to accomplish the Services:**
- A. Three (3) Desert Arc Consumer
  - B. One (1) Desert Arc Instructor/Supervisor
  - C.



Shane Stueckle  
Deputy Town Manager  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284

July 10, 2013

Re: Enclave Proposal for Town of Yucca Valley Parks Maintenance

Dear Mr. Stueckle,

Thank you so much for the opportunity to bid on providing parks maintenance services to the Town of Yucca Valley.

Desert Arc provides services including transportation and supported employment to over 600 developmentally disabled adults in the Coachella Valley.

When assembling our work team for your project. We will use one (1) full-time work team, or "Enclave" to perform this work.

Please see the attached documents including the Bid Proposal and Job Specifications.

Contact us if you need any additions or changes.

A handwritten signature in black ink, appearing to read "Kellie Kennedy", with a large, stylized flourish at the end.

Kellie Kennedy  
Contracts Procurement & Employment Specialist  
Desert Arc  
(760) 346-1611 ext. 402

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

**Proposal Specifications – Town of Yucca Valley Parks Maintenance**

Park Name	Description	Tasks	Frequency	Special Considerations and Other Requirements	Cost per month*
Community Center	Maintenance of outside grounds of Community Center, Town Hall, Senior Center, Library, Museum & 1 outdoor restroom (men's & women's by soccer/softball fields. Include all parking lot & sidewalk areas.	Clean and stock (toilet paper, etc.) outdoor restrooms by the soccer/softball fields, empty trash cans several locations on the site; pick up wind-blown trash, blow off hardscape, i.e.; sidewalks around Town Hall, Community Center Building, Senior Center Building. Restock trash cans with new trash can liners. One restroom building with separate men's and women's.	5 days a week- Monday Thru Friday	<b>June-August restrooms to be cleaned twice daily. Once in AM and second time mid-afternoon near end of shift.</b>	* \$4,200/per month to include all 7 locations. Pending 2 other locations.
Machris Park: Santa Barbara at Carmelita Circle	Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's & women's). Including playground & sidewalks down to shade shelter.	Clean and stock (toilet paper, etc.) outdoor restrooms by the parking lot, empty trash cans, pick up wind-blown trash; blow off hardscape, i.e. sidewalks from the parking lot to the restroom building, playground area, and down to the shade shelter. Restock trash cans with new trash can liners. One restroom building with separate men's and women's.	5 days a week- Monday Thru Friday	No wipe down required of children's play equipment or tables.	*
Essig Park: Joshua Lane and Warren Vista	Maintenance of outside grounds to include: parking lot adjacent to dog park. 1 outdoor restroom (men's & women's). Including playground area, shade shelter & all sidewalk areas.	Clean and stock (toilet paper, etc.) restrooms up to the Dog Park; empty trash cans, pick up wind-blown trash, blow off hardscape; i.e. sidewalks from parking lot to Dog Park, restroom building, shade shelter and playground area. Restock trash cans with new trash can liners. One restroom building with separate men's and women's.	5 days a week- Monday Thru Friday	No wipe down required of children's play equipment. <b>No maintenance of dog park.</b>	*

**Proposal Specifications – Town of Yucca Valley Parks Maintenance**

<b>Paradise Park: Indio and Barron</b>	Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's & women's). Including playground & sidewalks down to shade shelter.	Clean and stock restrooms by the parking lot; empty trash cans, pick up wind-blown trash, blow off hardscape, i.e.: sidewalks from parking lot to shade structure and playground equipment. Restock trash cans with new trash can liners. One restroom building with separate men's and women's.	5 days a week- Monday Thru Friday	No special needs	*
<b>Jacobs Park: Onaga at Hopi</b>	Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's & women's). Including playground, basketball courts. All sidewalks.	Clean and stock restrooms by the parking lot; empty trash cans, pick up wind-blown trash, blow off hardscape, i.e.: sidewalks from parking lot to basketball court, tennis courts and playground equipment; one restroom building with separate men's and women's. Restock trash cans with new trash can liners. One restroom building with separate men's and women's.	5 days a week- Monday Thru Friday	Include Basketball courts. No tennis court courts	*
<b>Park &amp; Ride: SR 62 @ Kickapoo</b>	Maintenance of outside grounds to include: hardscape and shade shelter.	Empty trash cans, replace trash can liners, pick up wind-blown trash, and blow off hardscape around shade shelter.	5 days a week- Monday Thru Friday	No Restrooms	*
<b>Remembrance Park: SR 62 @ Yucca Trail west of Acoma</b>	Maintenance of outside grounds to include: hardscape.	Empty trash cans, replace trash can liners, pick up wind-blown trash, and blow off hardscape.	5 days a week- Monday Thru Friday	No Restrooms	*
<b>*Contract may include Brehm 1 (soccer field area) &amp; Brehm 2 (Miracle Field)</b>	Maintenance of outside grounds to include: hardscape-Restrooms	Empty trash cans, replace trashcan liners, pick up wind-blown trash, and blow off hardscape.	5 days a week- Monday Thru Friday	Restrooms Included	

**Proposal Specifications – Town of Yucca Valley Parks Maintenance**

<b>Scope of Services</b>			
<b>Service</b>	<b>Includes</b>	<b>Notes</b>	<b>Monthly Fee</b>
5 days per week. Maintenance of 6 parks and 1 Community Center to include: Community Center Town Hall, Senior Center, Museum, Library and parking areas.  *Contract may include Brehm 1 (soccer field area) & Brehm 2 (Miracle Field)	Trash pickup. Empty trash cans/insert new liners. Restroom cleaning and restocking. (Except where noted) Cleaning and removing trash from parking lots Blow off hardscapes.		\$4,095 per month includes one (1) full-time mobile Enclave, 5:30AM-11:30PM. 3 Desert Arc Clients 1 Desert Arc Job Coach, transportation, insurance, supervision.
*Per month is 20 days for 5 day frequency.			<b>\$4,095 Per Month</b>

**Service Proposal  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284  
July 10, 2013**

In consideration of this agreement, the terms and conditions are as follows:

**The Town of Yucca Valley agrees to:**

1. Provide direction as needed to the assigned Desert Arc Job Coach (s).
2. Provide all paper goods and cleaning products.
3. Provide a five (5) day work week, hours 5:30AM-11:30PM (flexible schedule) and provide appropriate break periods including one half-hour break for lunch.
4. Provide access to lavatories and break areas.
5. Honor the Desert Arc holiday schedule (see attached).
6. Payable net thirty (30) days upon Desert Arc invoice date. All payments are to be made to: Desert Arc.
7. A baseline monthly fee of \$4,095, starting date August 1, 2013.

**Desert Arc agrees to:**

1. Maintain a work-training program with a minimum of three (3) Desert Arc Clients and one (1) Job Coach.
2. Take all necessary precautions to minimize loss of company product and time.
3. Provide transportation for Desert Arc Clients and Job Coach.
4. Be liable for all wages, fringe benefits, insurance and taxes payable to the program participants and Job Coach (s) or otherwise due, because of their participation in this program. A current certificate of insurance will be provided as proof that Desert Arc maintains full Worker's Compensation insurance coverage for all persons it may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the state of California.
5. The provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Desert Arc will comply with such provisions before commencing and during the ongoing performance of the work of this agreement.
6. General Insurance Requirements: all insurance required by express provision of this agreement shall be carried only in responsible insurance companies licensed to do business in the state of California. Except for Worker's Compensation, the policies required shall name as additionally insured: the Town of Yucca Valley, its elected officials, officers, employees, attorneys, volunteers, and agents. All policies shall contain language, to the extent obtainable; to the effect (a), the insurer waives the

Service Proposal  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284  
July 10, 2013

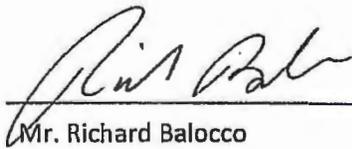
right of subrogation against the Town of Yucca Valley, and its elected officials, officers, employees, attorneys, volunteers, and agents. (b) The policies are primary and noncontributing with any insurance that may be carried by the Town of Yucca Valley, and (c) they cannot be cancelled or materially changed except after thirty (30) days' notice by the insurer to the Town of Yucca Valley by certified mail. Desert Arc shall furnish the Town of Yucca Valley with copies of all such policies promptly upon receipt of them, or certificate evidencing of insurance. Desert Arc may effect for its own account insurance not required under this agreement.

- 7. Indemnification: Desert Arc shall defend, indemnify, and save harmless the Town of Yucca Valley, its elected officials, officers, employees, attorneys, volunteers, and agents from all liability from loss, damage, or injury to person or property, including the payment by Desert Arc of any and all legal costs and attorneys' fees, in any matter arising out of any negligent or intentional or willful acts or omissions of Desert Arc in the performance of this agreement, including, but not limited to, all consequential damages to the maximum extent permitted by law.

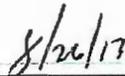
Either party for change or cancellation of this agreement will accept a thirty-day (30) written notice.

The foregoing agreement, along with the attached holiday schedule is satisfactory to the undersigned:

\_\_\_\_\_  
Mr. Shane Stueckle  
Deputy Town Manager  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284

  
\_\_\_\_\_  
Mr. Richard Balocco  
Executive Director  
Desert Arc  
73-255 Country Club Drive  
Palm Desert, CA 92260

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

Section 1.8 is hereby revised to read in its entirety as follows

**“1.8 Prevailing Wages**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “Public Works” and “Maintenance” projects. Under California Code of Regulations, Title 8, Section 16000, janitorial or custodial services of a routine, or recurring or usual nature and landscape maintenance work by “sheltered workshops” is excluded from the definition of “Maintenance”. The services to be performed by Contractor are janitorial or custodial services of routine, or recurring or usual nature, or landscape maintenance work by a “sheltered workshop”. Contractor has certified to the Town that it has a valid and current “Sheltered Workshop” License, attached hereto as Exhibit B-1. Accordingly, it is believed by the Parties that Contractor is not required to pay prevailing wages in connection with the janitorial, custodial, or landscape maintenance service provided to the Town under this Agreement. However, to the extent that it is determined that Contractor was required to pay prevailing wage and has not paid prevailing wages for any period of time during the term of this Agreement, Contractor shall defend and hold the Town harmless from and against any and all liability, loss, damage, costs, or expenses (including reasonable attorneys’ fees and court costs) arising from or as a result of any action or determination that Contractor failed to pay prevailing wages in connection with the services provided under this Agreement. Additionally, during the term of this Agreement, Contractor agrees to keep its Sheltered Workshop License current and to provide the Town a copy of a current Sheltered Workshop License.”

Desert Arc – Parks Maintenance

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

## EXHIBIT "B-1"

U.S. Department of Labor  
 Wage and Hour Division  
 National Certification Program - S14  
 230 South Dearborn Street, Room 514  
 Chicago, Illinois 60604



**CERTIFICATE AUTHORIZING SPECIAL MINIMUM WAGE RATES  
 UNDER SECTION 14(c) OF THE FAIR LABOR STANDARDS ACT**

Certificate Number: **09-03725-S-066**

For Branch Location:

**FOUNDATION FOR THE RETARDED OF THE DESERT  
 73-255 COUNTRY CLUB DRIVE  
 PALM DESERT, CA 92260**

**YUCCA VALLEY WORK PROGRAMS  
 6540 LA CONTENTA, SUITE 500  
 Yucca Valley, CA 92284**

Type of Certificate:

**Community Rehabilitation Program  
 (Work Center)**

This special certificate authorizes the employment of workers with disabilities in accordance with the requirements of 29 CFR Part 525, effective 04/01/2012.

This certificate will remain in effect until 03/31/2014 provided that all applicable provisions of the Fair Labor Standards Act, the Walsh-Healey Public Contracts Act, the McNamara-O'Hara Service Contract Act, and the Contract Work Hours and Safety Standards Act and the regulations issued pursuant thereto are fully complied with. If an application for renewal has been properly and timely filed with the Wage and Hour Division prior to 03/31/2014, this special minimum wage certificate will remain in effect until the application for renewal has been granted or denied.

The enclosed certificate does not constitute a statement of compliance by the Department of Labor nor does it convey a good faith defense to the employer should violations of the Fair Labor Standards Act, the Walsh-Healey Public Contracts Act, the McNamara-O'Hara Service Contract Act, or the Contract Work Hours and Safety Standards Act occur.

Please contact the following Wage Specialist should you have any questions regarding the issuance of this certificate:

Name of wage specialist: Nicole Howard

Phone: 312-596-7200

See the reverse of this certificate and the applicable regulations for further information.

**NOTICE TO WORKERS WITH DISABILITIES PAID AT SPECIAL MINIMUM WAGES**

The Fair Labor Standards Act (FLSA) provides that workers with disabilities whose disabilities impair their ability to perform the type of work being done in the establishment may be employed at wage rates below the minimum otherwise required by the FLSA. Such employment is permitted only under certificates issued by the Department of Labor and must reflect the productivity of the individual worker as related to the productivity of a worker who does not have disabilities for the work being performed, and the wages being paid to experienced workers performing the same or similar work in the vicinity. Such wages are referred to as "commensurate wage rates." This establishment has a certificate authorizing the payment of commensurate wages to workers with disabilities. Workers who do not have disabilities for the work being performed, including workers who may otherwise have disabilities, must receive at least the statutory minimum wage.

For purposes of payment of commensurate wages under a certificate, a worker with a disability is defined as an individual whose earning or productive capacity is impaired by a physical or mental disability, including those relating to age or injury, for the work to be performed. Disabilities which may, but will not necessarily, affect productive capacity include blindness, mental illness, mental retardation, cerebral palsy, alcoholism, and drug addiction. The following, taken by themselves, do not constitute disabilities for purposes of paying commensurate wages: educational disabilities, chronic unemployment, receipt of welfare benefits, nonattendance at school, juvenile delinquency, and correctional parole or probation.

Each worker with a disability, and where appropriate, the parent or guardian of such worker, shall be informed orally and in writing by the employer of the terms of the certificate under which such worker is employed.

Complaints or questions regarding the terms and conditions of employment under a certificate may be directed to the Wage and Hour Division, U.S. Department of Labor. Action will be taken to address an individual's concerns, including where appropriate, a formal investigation of the employer. Workers with disabilities paid at special minimum wages may also petition the Administrator of the Wage and Hour Division of the U.S. Department of Labor for a review of their wage rates by an Administrative Law Judge. No particular form of petition is required, except that it must be signed by the worker with a disability or his or her parent or guardian and should contain the name and address of the employer. Petitions should be mailed to: Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C., 20210.

Wage and Hour Representative:

Sharilyn Simon

Title:

National Certification Program Manager

Date Certificate Printed

05/08/2012

Cert. ID: 172273

Form WH-228  
 Rev. January 2002

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS ENFORCEMENT  
LICENSING & REGISTRATION UNIT  
SHELTERED WORKSHOP LICENSE

Pursuant to Section 1191.5 of the California Labor Code and Section 6 of Order Number 1-01 of the Industrial Welfare Commission, a Sheltered Workshop License is issued to:

Desert Arc  
73255 Country Club Drive  
Palm Desert, CA 92260

LICENSE NUMBER

SW 89924

EFFECTIVE DATE

October 19, 2012

EXPIRATION DATE

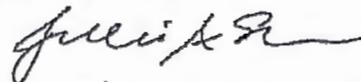
October 18, 2013

This license is issued for the following programs at wage rates not less than the special minimums indicated, and on the terms and conditions following:

PROGRAM	DURATION	OTHER
Regular Work	90 Day Training	Wage commensurate with rates paid non-handicapped workers for similar work in the area- no established minimum wage.
Work Activities Center	1 week up to on going	Wage commensurate with rates paid non-handicapped workers for similar work in the area- no established minimum wage.
Evaluation	6 week period	Wage commensurate with rates paid non-handicapped workers for similar work in the area- no established minimum wage.
Training	11 programs per week	Wage commensurate with rates paid non-handicapped workers for similar work in the area- no established minimum wage.

**TERMS AND CONDITIONS**

1. In addition to the information required by Section 7 of the Industrial Welfare Commission Order, records shall be kept on file, covering the period of this license, showing:
  - (a) The nature of each disabled workers' disability, including, where appropriate, medical reports and examinations;
  - (b) Each workers' piece-work production, if applicable;
  - (c) Records of time studies made to establish piece-rates, if applicable.
2. A roster shall be kept, showing name of client, date of hire, program of enrollment, and beginning rate of pay. The roster shall cover the period of this license.
3. Piece rates shall not be less than the piece rates paid to non-disabled employees engaged in the same work in the vicinity in regular commercial industry maintaining approved labor standards.
4. A copy of this license shall be posted at each location where clients will be employed.
5. No provisions of this license shall excuse non-compliance with any other Federal or State law establishing higher standards.
6. All other provisions of the Industrial Welfare Commission Orders shall be observed.

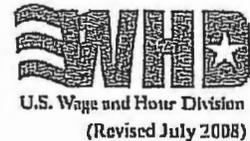


10/24/2012

STATE LABOR COMMISSIONER

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

U.S. Department of Labor  
 Employment Standards Administration  
 Wage and Hour Division



## Fact Sheet #39: The Employment of Workers with Disabilities at Special Minimum Wages

This fact sheet provides general information concerning the application of section 14(c) of the Fair Labor Standards Act (FLSA).

### Characteristics

Section 14(c) of the FLSA authorizes employers, after receiving a certificate from the Wage and Hour Division, to pay special minimum wages - wages less than the Federal minimum wage - to workers who have disabilities for the work being performed. The certificate also allows the payment of wages that are less than the prevailing wage to workers who have disabilities for the work being performed on contracts subject to the McNamara-O'Hara Service Contract Act (SCA) and the Walsh-Healey Public Contracts Act (PCA).

A worker who has disabilities for the job being performed is one whose earning or productive capacity is impaired by a physical or mental disability, including those relating to age or injury. Disabilities which may affect productive capacity include blindness, mental illness, mental retardation, cerebral palsy, alcoholism and drug addiction. The following, taken by themselves, are not considered to be disabilities for purposes of paying special minimum wages: education disabilities, chronic unemployment, receipt of welfare benefits, nonattendance at school, juvenile delinquency, and correctional parole or probation.

Section 14(c) does not apply unless the disability actually impairs the worker's earning or productive capacity for the work being performed. The fact that a worker may have a disability is not in and of itself sufficient to warrant the payment of a special minimum wage.

### Coverage

Any person who works on or otherwise handles goods that are moving in interstate commerce is individually subject to the minimum wage and overtime requirements of the FLSA. In addition, employees of enterprises operated for a business purpose that have an annual dollar volume of sales or business done of at least \$500,000 are also subject to the FLSA's requirements. Furthermore, employees of public agencies; hospitals; institutions primarily engaged, in the Act's own words, "in the care of the sick, the aged, or the mentally ill or defective who reside on the premises;" schools for children who have disabilities; or preschools, elementary or secondary schools, or institutions of higher education are covered on an enterprise basis regardless of the annual dollar volume of the employer.

### Requirements

#### Certification

Employers must obtain an authorizing certificate from the Wage and Hour Division prior to paying special minimum wages to employees who have disabilities for the work being performed. Employers shall submit a properly completed application (Form WH-226-MIS, Application for Authority to Employ Workers with Disabilities at Special Minimum Wages.) and the required supporting documentation to: United States

Department of Labor, Employment Standards Administration, Wage and Hour Division, 230 South Dearborn Street, Room 514, Chicago, Illinois, 60604-1757; (312) 596-7195. Certificates covering employees of work centers and patient workers normally remain in effect for two years. Certificates covering workers with disabilities placed in competitive employment situations or School Work Exploration Programs (SWEPs) are issued annually.

### Commensurate Wage Rates

Special minimum wages must be commensurate wage rates - based on the worker's individual productivity, no matter how limited, in proportion to the wage and productivity of experienced workers who do not have disabilities performing essentially the same type, quality, and quantity of work in the geographic area from which the labor force of the community is drawn. The key elements in determining commensurate rates are:

- Determining the standard for workers who do not have disabilities, the objective gauge against which the productivity of the worker with a disability is measured.
- Determining the prevailing wage, the wage paid to experienced workers who do not have disabilities for the same or similar work and who are performing such work in the area. Most SCA contracts include a wage determination specifying the prevailing wage rates to be paid for work on the SCA contract.
- Evaluating the quantity and quality of the productivity of the worker with the disability:

All special minimum wages must be reviewed and adjusted, if appropriate, at periodic intervals. At a minimum, the productivity of hourly paid workers must be reevaluated every six months and a new prevailing wage survey must be conducted at least every twelve months.

### Overtime, Child Labor and Fringe Benefits

Generally, workers subject to the FLSA, SCA, and/or PCA must be paid overtime at least 1 1/2 times their regular rate of pay for all hours worked over 40 in a workweek. Minors younger than 18 years of age must be employed in accordance with the youth employment provisions of the FLSA and PCA. Neither the FLSA nor PCA have provisions requiring the payment of fringe benefits. Workers paid special minimum wages, however, must receive the **full fringe benefits** listed on the wage determination when performing work subject to the SCA.

### Enforcement

The Wage and Hour Division is responsible for the administration and enforcement of the FLSA. In addition, any worker with a disability paid at special minimum wages, or his/her parent or guardian, may petition the Administrator of the Wage and Hour Division for a review of their special wage rates by a Department of Labor Administrative Law Judge.

### Worker Notification

Each worker with a disability and, where appropriate, the parent or guardian of such worker, shall be informed orally and in writing by the employer of the terms of the certificate under which such worker is employed. In addition, employers must display the Wage and Hour Division poster, Notice to Workers with Disabilities Paid at Special Minimum Wages (WH Publication 1284).

### Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-866-4-USWAGE**  
TTY: 1-866-487-9243  
Contact Us

**EXHIBIT "C"**  
**COMPENSATION**

**I. Contractor shall perform the following tasks:**

		RATE	TIME	SUB-BUDGET
A.	Task A through H	<u>\$4,095.00</u>	<u>9/1/13 – 8/1/14</u>	_____

**II. A retention of Zero percent (0%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**

**VI. The Town will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**V. The total compensation for the Services shall not exceed \$49,140.00, as provided in Section 2.1 of this Agreement.**

**VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.**

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

I. Contractor shall perform all services timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	<u>One Year</u>	<u>9/1/13 – 8/31/14</u>
B.	Task B	<u>One Year</u>	<u>9/1/13 – 8/31/14</u>
C.	Task C	<u>One Year</u>	<u>9/1/13 – 8/31/14</u>
D.	Task D	<u>One Year</u>	<u>9/1/13 – 8/31/14</u>
E.	Task E	<u>One Year</u>	<u>9/1/13 – 8/31/14</u>
F.	Task F	<u>One Year</u>	<u>9/1/13 – 8/31/14</u>
G.	Task G	<u>One Year</u>	<u>9/1/13 – 8/31/14</u>
H.	Task H	<u>One Year</u>	<u>9/1/13 – 8/31/14</u>

II. Contractor shall deliver the following tangible work products to the Town by the following dates.

A.	Community Center	<u>8/31/14</u>
B.	Machris Park	<u>8/31/14</u>
C.	Essig Park	<u>8/31/14</u>
D.	Paradise Park	<u>8/31/14</u>
E.	Jacobs Park	<u>8/31/14</u>
F.	Park and Ride	<u>8/31/14</u>
G.	Remembrance Park	<u>8/31/14</u>
H.	Brehm Park (Soccer and Miracle Fields)	<u>8/31/14</u>

Desert Arc – Parks Maintenance

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

Attachment: Desert Arc Agreement (1123 : Desert Arc Contract Amendment)

Desert Arc – Parks Maintenance

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
 Alex Qishta, Project Engineer  
**Date:** July 21, 2015  
**Meeting Date:** August 4, 2015  
  
**Subject:** Jacobs Park Playground Improvements – Town Project No. 8948; Notice of Completion; R.E. Schultz Construction, Silverado CA

**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.8948.

**Prior Council Review:**

At the Town Council meeting of December 16, 2014, the Town Council approved the Plans and Specifications, the Notice Inviting Bids and authorized the Town Clerk to advertise and receive bids. At the Town Council meeting of February 17, 2015, the Town Council awarded Project No.8948 to R.E. Schultz Construction of Silverado, CA.

**Executive Summary:**

Town Council action is sought for authorization to bid, award of bid and accepting projects as substantially complete for all capital projects. Project No.8948 included the replacement of the playground equipment, installation of a new swing set, replacement of sand with wood chips for ADA access, and associated hardscape and drainage improvements. The project has been completed.

**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 Jacobs Park project included the replacement of the playground equipment, installation of

a new swing set, replacement of sand with wood chips for ADA access, and associated hardscape and drainage improvements. The playground equipment is for both the 2 to 5 and 5 to 12 year old age groups.

A new swing apparatus was installed south of the new playground equipment, where the former 2 to 5 year old playground apparatus was located. This required new curbing to be installed, as well as ADA compliant access and fall zone wood chips.

It is appropriate for the Town to accept the work as substantially complete and file a Notice of Completion. It is also appropriate to reduce the Faithful Performance Bond being as held as a surety to 10%.

The Labor and Material Bond shall be retained for a period of six (6) months, and then released provided no liens or stop notices have been filed.

**Alternatives:**

Staff recommends no alternative actions.

**Fiscal impact:**

The following outlines project costs of completion of the work as bid. Two change orders were approved for the project. The two change orders included the addition of drainage sumps within the playground equipment area and the addition of two ADA access ramps.

R.E. Schultz Construction Contract	\$89,405.00
Construction Contingency	\$8,595.00
<b>Total</b>	<b>\$98,000.00</b>
Total Contract Costs including Change Orders:	\$91,567.50
<b>Contract Remaining Balance:</b>	<b>\$6,432.50</b>
Indirect Cost Allocation	\$0.00
<b>Total Remaining Following Construction:</b>	<b>\$6,432.50</b>

The funds remaining from this construction project will be available for future projects.

**Attachments:**

- December 16, 2014 Town Council Minutes
- February 17, 2015 Town Council minutes

## YUCCA VALLEY TOWN COUNCIL MINUTES

December 16, 2014

- 10. Jacobs Park Playground Improvements-Town Project No. 8948  
Approval of Plans and Specifications  
Authorization to Advertise for Construction**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE JACOBS PARK PLAYGROUND EQUIPMENT IMPROVEMENTS IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE TO RECEIVE BIDS**

Deputy Town Manager Stueckle presented the staff report requesting authorization to move forward with playground improvements at Jacobs Park. The project includes the replacement of existing playground equipment, necessary curbing and the installation of wood chips for ADA access.

Mayor Huntington opened public comments. With no members of the public wishing to speak, public comments were closed.

Mayor Pro Tem Leone received confirmation that the playground upgrade was for safety standards.

Mayor Pro Tem Leone moved to adopt Resolution No. 14-38, approve the plans and specifications for Project No. 8948, authorize the Town Clerk to advertise and receive bids, contingent upon final approval by San Bernardino County, and amends the budget to increase the project budget to the appropriated funding from the County for use of CDBG funds.

Council Member Denison seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Council Members Abel, Denison, Leone, Lombardo and Mayor Huntington  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**11. Park Monument Signage**

Community Services Manager Earnest presented the staff report requesting consideration of placing monument signage at Essig Park and Machris Park. Currently, identifying signage is not installed at these two primary Town park facilities. Existing monument signage is located at Jacobs Park and Paradise Park. To create identifying consistency among all park facilities, as stated in the Town's Parks and Recreation Master Plan (PRMP) it is recommended to install

## YUCCA VALLEY TOWN COUNCIL MINUTES

February 17, 2015

Community Services Manager Earnest introduced Megan Stueckle as the recipient of the Employee of the Quarter for the 4<sup>th</sup> quarter 2014. Mayor Huntington presented a plaque to Stueckle in recognition.

**APPROVAL OF AGENDA**

Council Member Lombardo moved to approve the agenda for the Town Council meeting of February 17, 2015. Council Member Denison seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Council Members Abel, Denison, Leone, Lombardo and Mayor Huntington  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**CONSENT AGENDA**

3. **Waive** further reading of all ordinances and read by title only
4. **Approve** the Town Council meeting minutes of February 3, 2015 as presented
5. **Adopt** Resolution No. 15-01, approve the plans and specifications for the Town-Wide Slurry Seal Project- Town Project No. 8340 and authorize the Town Clerk to advertise and received bids

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE 2015/2016 TOWN WIDE SLURRY SEAL IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.**

6. **Award** a construction contract for the Community Center Infield Refurbishment project to Athletic Field Specialists, in the amount of \$18,500, and authorizes a construction contingency in the amount of \$1,500, for a total contract amount of \$20,000, 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.
7. **Award** the construction contract for Town Project No. 8948, Jacobs park Playground Improvements, to R.E. Schultz Construction, in the amount of \$89,405, and authorizes a construction contingency in the amount of \$8,595, for a total contract amount not to exceed \$98,000, 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 project.
8. **Amend** the FY 2014-16 Adopted Budget, transferring \$20,000 from Fund 800- Capital

## YUCCA VALLEY TOWN COUNCIL MINUTES

February 17, 2015

Projects Reserve Contingency for routine equipment and fixture replacement

9. **Approve** Resolution No. 15-02 for the FY2014-2015 Off-Highway Vehicle grant application

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS**

10. **Receive and File** the FY 2013-14 Single Audit Report on Federal Awards
11. **Receive and File** the AB 1234 Reporting Requirement Schedule for the month of January 2015.
12. **Ratify** the Payroll Register total of \$113,198.08 for checks dated January 30, 2015 and **Ratify** the Warrant Register total of \$444,721.08 for checks dated February 5, 2015

Mayor Huntington opened public comment on the Consent Agenda.

Susan Simmons, Yucca Valley spoke of the slurry seal schedule and inquired on the determination of what roads are included.

With no other members of the public wishing to speak, Mayor Huntington closed public comments.

Council Member Abel moved to approve Consent Agenda items 3-12. Mayor Pro Tem Leone seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Council Members Abel, Denison, Leone, Lombardo and Mayor Huntington

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

## DEPARTMENT REPORTS

13. **Brehm Youth Sports Park- Acquisition Agreement and Resolution**

**A RESOLUTION OF THE TOWN OF YUCCA VALLEY, CALIFORNIA MAKING THE NECESSARY FINDINGS AS REQUIRED BY HSC 33445**

## TOWN OF YUCCA VALLEY

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
 Alex Qishta, Project Engineer  
**Date:** July 21, 2015  
**Meeting Date:** August 4, 2015

**Subject:** Grant of Easement to the Public for Street and Utility Purposes; Approximately 0.0524 Acre dedication for SR62 (Welcome Center) APN#587-361-02; Grant of Easement to the High Desert Water District (HDWD); Approximately .0131 Acre dedication for SR62 (Welcome Center) APN#587-361-02.

#### **Recommendation**

That the Town Council approves the Resolution, granting of easements to:

- The Public for Street and Utility Purposes (SR 62), approximately 0.0524 acres (2,282 sq. ft. +/-) dedication APN#587-361-02, California Welcome Center Property
- Hi-Desert Water District, approximately .0131 acres (566 sq. ft.+/-) dedication for wastewater facilities APN#587-361-02, California Welcome Center Property;
- and authorizes the Town Manager to sign the grant of easement, and directs the Town Clerk to record the easement with the San Bernardino County Recorder's Office.

#### **Prior Council Review**

The Town Council has no prior review of this item.

#### **Executive Summary**

Public agencies are required to obtain right-of-way or easements for construction of public improvements including roadways, flood control facilities, wastewater facilities, and other public works improvements.

#### **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**

Planning for future extensions and expansions of public works projects requires that local agencies acquire right-of-way or easements years in advance of the actual construction projects. There are other situations where right-of-way or easements have been acquired and utilized for their intended purpose, but as the Town grows and roadways are improved and realigned, certain right-of-ways or easements no longer serve their original purpose.

The identified portions SR62 today are held in fee title by the Town of Yucca Valley. As such, no easements exist for the placement of utility company facilities or other infrastructure commonly located within public streets.

In order to address this issue, the recommended action includes granting an easement to the public for public street and utility purposes and granting an easement to HDWD for sewer construction purposes as outlined in the attachments.

**Alternatives**

Staff recommends no alternative action.

**Fiscal Impact**

NA

**Attachments**

Exhibit A- Legal Description and Maps (12 foot) for APN#587-361-02 for Street & Public Utilities  
Exhibit A- Legal Description and Maps (3 foot) for APN#587-361-02 for HDWD for Wastewater

RESOLUTION NO. 15 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE GRANT OF EASEMENTS ON APN #587-361-02 FOR PUBLIC UTILITY AND ROADWAY PURPOSES AND FOR HI-DESERT WATER DISTRICT WASTEWATER COLLECTION SYSTEM PURPOSES

WHEREAS, public utility companies are requesting the Town to grant public utility easements for placement of utility infrastructure on Town owned property; and

WHEREAS, the Town Council desires to provide an efficient and prompt process for approving various dedications of easements for public utility purposes; and

WHEREAS, the dedications shall be in a form approved by the Town Attorney; and

WHEREAS, the Town Council has considered the need for easements on Assessor Parcel Number 587-361-01.

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, RESOLVES AS FOLLOWS:

**SECTION 1:** Town Manager is hereby authorized on behalf of the Town of Yucca Valley to grant a twelve foot (12') easement on APN#587-361-02 for public street and utility purposes and execute same on behalf of the Town of Yucca Valley.

**SECTION 2:** Town Manager is hereby authorized on behalf of the Town to grant a three foot (3') easement on APN#587-361-02 for Hi-Desert Water District wastewater collection system and execute same on behalf of the Town of Yucca Valley.

**SECTION 3:** The Town Clerk is directed to cause the grant of easements to be recorded with the San Bernardino County Office of the Recorder.

PASSED, APPROVED AND ADOPTED THIS 4<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

This is to certify that the easement offered by this instrument is hereby acknowledged and consent is hereby given for the recordation hereof by the undersigned officer/agent on behalf of the Town Council of the Town of Yucca Valley, County of San Bernardino, State of California, pursuant to authority conferred by a resolution of said Council which was adopted on October 7, 1993 in accordance with Ordinance No. 3 of the Town of Yucca Valley Code.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
CURTIS YAKIMOW, Town Manager

WHEN RECORDED MAIL TO:  
Barbara Noble  
Town of Yucca Valley  
58928 Business Center Dr.  
Yucca Valley, CA 92284

APN: 587-361-02

**GRANT OF EASEMENT**

**For a valuable consideration, receipt of which is hereby acknowledged,**

**The Town of Yucca Valley, a municipal corporation**

**hereby GRANT(S) to the Town of Yucca Valley, a municipal corporation**

**and the public in general and those public utilities authorized to provide service,**

**an easement for street and public utility purposes across the real property in the Town of Yucca Valley, County of San Bernardino, State of California, described as:**

**SEE ATTACHED EXHIBIT "A" and "B"**

TOWN OF YUCCA VALLEY

By: \_\_\_\_\_  
CURTIS YAKIMOW, TOWN MANAGER

Dated: \_\_\_\_\_

ATTACH PROPER NOTARIZATION OF OWNER'S SIGNATURE

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Attachment: Exhibit A- Legal Description and Maps (12 foot) for APN#587-361-02 for Street & Public Utilities (1127 : HDWD Grant of Easement -

## EXHIBIT "A"

THE SOUTHERLY 12 FEET OF THE NORTHERLY 67 FEET OF THAT PORTION OF GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, IN THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE WESTERLY ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 2 A DISTANCE OF 1,035.17 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00°04'10" WEST 449.36 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 1;

THENCE SOUTH 89°54'47" WEST 290.13 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1

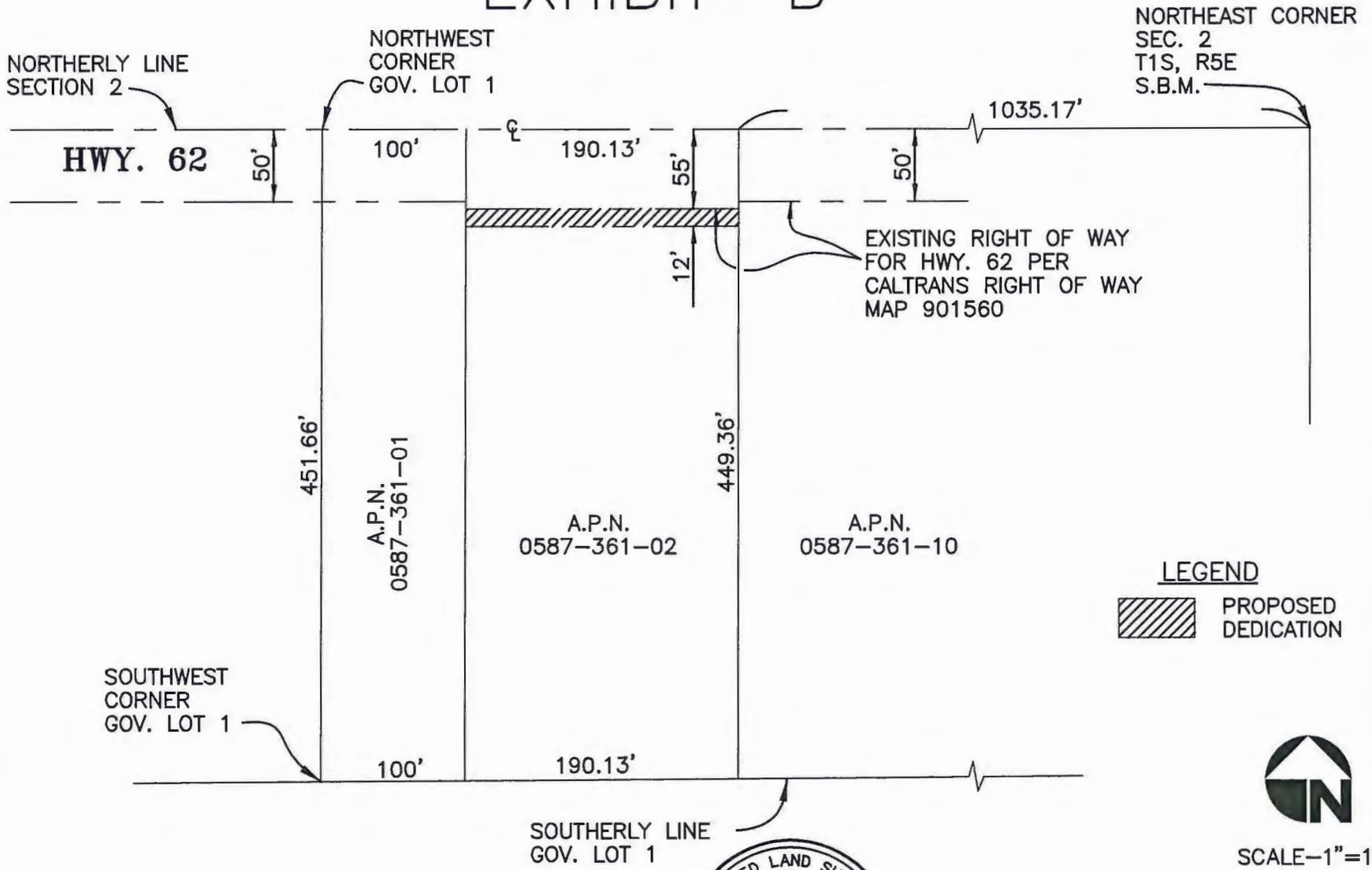
THENCE NORTH 00°04'10" EAST 451.66 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 2 A DISTANCE OF 290.13 FEET TO THE **TRUE POINT OF BEGINNING**;

EXCEPTING THEREFROM THE WESTERLY 100 FEET THEREOF.



# EXHIBIT "B"



*Noel Owsley 6.10.15*  
 NOEL OWSLEY, L.S. DATE  
 L.S. 6972; EXP. 9/30/15

<b>NRO Engineering</b>	
ENGINEERING	SURVEYING
41-845 Boardwalk, S. H Palm Desert, California 92211	
(760) 346-3250	

Packet Pg. 74

7.5.a

This is to certify that the easement offered by this instrument is hereby acknowledged and consent is hereby given for the recordation hereof by the undersigned officer/agent on behalf of the Town Council of the Town of Yucca Valley, County of San Bernardino, State of California, pursuant to authority conferred by a resolution of said Council which was adopted on October 7, 1993 in accordance with Ordinance No. 3 of the Town of Yucca Valley Code.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
CURTIS YAKIMOW, Town Manager

WHEN RECORDED MAIL TO:  
Barbara Noble  
Town of Yucca Valley  
58928 Business Center Dr.  
Yucca Valley, CA 92284

APN: 587-361-02

**GRANT OF EASEMENT**

**For a valuable consideration, receipt of which is hereby acknowledged,**

**The Town of Yucca Valley, a municipal corporation**

**hereby GRANT(S) to the Hi-Desert Water District, an independent special water district,**

**an easement for public sewer utility purposes across the real property in the Town of Yucca Valley, County of San Bernardino, State of California, described as:**

**SEE ATTACHED EXHIBIT "A" and "B"**

TOWN OF YUCCA VALLEY

By: \_\_\_\_\_  
CURTIS YAKIMOW, TOWN MANAGER

Dated: \_\_\_\_\_

**ATTACH PROPER NOTARIZATION OF OWNER'S SIGNATURE**

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

Attachment: Exhibit A- Legal Description and Maps (3 foot) for APN#587-361-02 for HDWD for Wastewater (1127 : HDWD Grant of Easement -

**EXHIBIT "A"**

THE SOUTHERLY 3.00 FEET OF THE NORTHERLY 70.00 FEET OF THAT PORTION OF GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, IN THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE WESTERLY ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 2 A DISTANCE OF 1,035.17 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00°04'10" WEST 449.36 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 1;

THENCE SOUTH 89°54'47" WEST 290.13 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1

THENCE NORTH 00°04'10" EAST 451.66 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1;

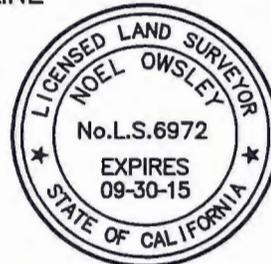
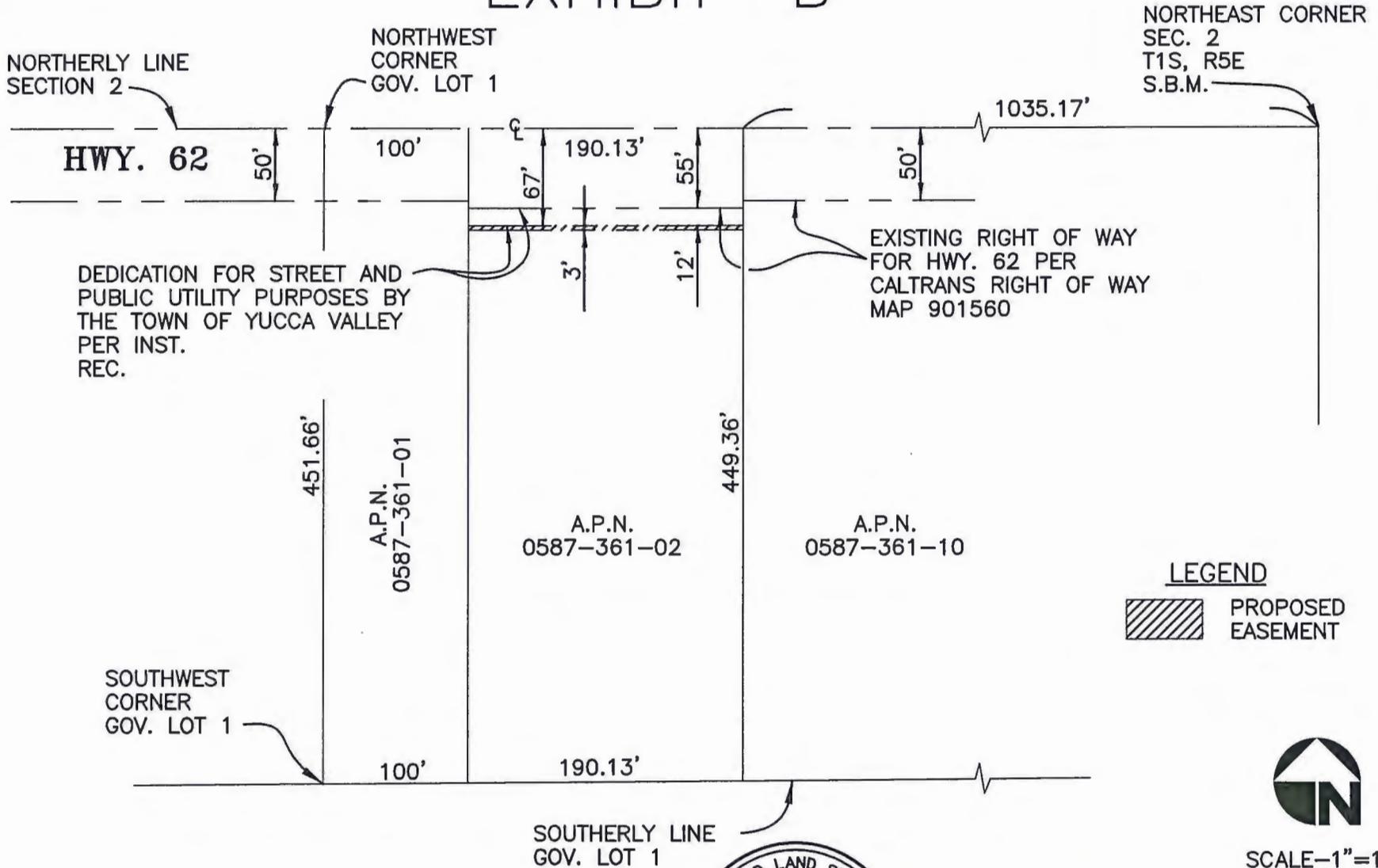
THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 2 A DISTANCE OF 290.13 FEET TO THE **TRUE POINT OF BEGINNING**;

EXCEPTING THEREFROM THE WESTERLY 100 FEET THEREOF.



Attachment: Exhibit A- Legal Description and Maps (3 foot) for APN#587-361-02 for HDWD for Wastewater (1127 : HDWD Grant of Easement -

# EXHIBIT "B"



*Noel Owsley* 6.10.15  
 NOEL OWSLEY, L.S. DATE  
 L.S. 6972; EXP. 9/30/15

<b>NRO Engineering</b>	
ENGINEERING	SURVEYING
41-945 Boardwalk, S. H Palm Desert, California 92211	
(760) 346-3250	

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
Alex Qishta, Project Engineer  
**Date:** July 21, 2015  
**Meeting Date:** August 4, 2015

**Subject:** Fourth Amendment to the Subdivision Improvement Agreement; Reduction of Bond Obligations; Tract Map 16587; Located at the northeast corner of Acoma Trail and Zuni Trail

**Recommendation:**

That the Town Council approves the attached 4<sup>th</sup> Amendment to the Subdivision Improvement Agreement, extending the period of time for completion of improvements an additional twenty-four (24) months through November 22, 2017, reducing the Irrevocable Standby Letters of Credit from \$211,185 to \$ 183,391 for the remaining public improvements.

**Prior Council Review**

The Town Council previously approved the final map, performance and labor/material bonds, subdivision improvement agreement, and two amendments to the subdivision agreement for extensions of time in which to complete improvements.

On November 14, 2008 the Town Council approved Amendment 1 to the Subdivision Improvement Agreement amending Timing of Performance and extending the time of completion of the project until November 22, 2010.

On August 7, 2012 the Town Council approved Amendment 2 to the Subdivision Agreement amending Timing of Performance and extending the time of completion of the project until November 22, 2013.

On October 15, 2013 the Town Council approved Amendment 3 to the Subdivision Agreement amending Timing of Performance and extending the time of completion of the project until November 22, 2015, authorized the release of the Performance and Labor/Material Bonds, and accepted the Irrevocable Standby Letters of Credit for the remaining public improvements.

**Executive Summary**

The Subdivision Improvement Agreement was approved with the final subdivision map of TM 16587. The project has been under construction but the down turn in the economy affected

project financing. The applicant seeks an extension of time in which to complete improvements as well as a reduction of the original bonds to an amount equal to the remaining improvements.

**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 Subdivision Improvement Agreement provides that public improvements be constructed by November 22, 2013, and that the time for completion of the public improvements may be extended where deemed necessary by the Town. The amendment would provide the owner an additional twenty-four (24) months through November 22, 2017, to construct the remaining public improvements.

The Town requires surety to guarantee the construction of specific improvements within subdivisions. The owner has requested a reduction of the original bond obligations to an amount equal to the remaining improvements. The original estimated cost for construction of the public improvements for the Subdivision was \$1,179,148.00. The completed improvements are estimated at \$995,757.00, and the estimated cost of remaining improvements is \$183,391.00.

The owner will be required to furnish an Irrevocable Standby Letter of Credit for \$183,391.00, an amount equal to 100% of the estimated remaining construction cost of the Improvements as security guaranteeing the faithful performance of Improvements as set forth in the Agreement.

The owner will also be required to furnish an Irrevocable Standby Letter of Credit for \$91,695.50, an amount equal to 50% of the estimated remaining construction cost of the Improvements as security guaranteeing the payment of all persons performing labor and furnishing materials in connection with the Agreement.

**Alternatives**

No alternative action is recommended.

**Fiscal Impact**

No fiscal impact resulting from the amendment is identified.

**Attachments:**

Fourth Amendment to the Subdivision Improvement Agreement  
Subdivision Improvement Agreement  
First Amendment to the Subdivision Improvement Agreement  
Second Amendment to the Subdivision Improvement Agreement  
Third Amendment to the Subdivision Improvement Agreement  
Irrevocable Standby Letter of Credit

FOURTH AMENDMENT TO THE SUBDIVISION IMPROVEMENT  
AGREEMENT BETWEEN THE TOWN OF YUCCA VALLEY AND MESQUITE 55 L.P.  
EXTENDING THE TIME OF COMPLETION OF THE IMPROVEMENTS TO TWENTY-  
FOUR MONTHS (24) , AND A REDUCE THE IRREVOCABLE STANDBY LETTERS OF  
CREDIT AS SECURITIES FOR THE REMAINING COST OF IMPROVEMENTS AND  
LABOR AND MATERIALS IN CONNECTION WITH THE AGREEMENT.

The Subdivision Improvement Agreement dated November 22, 2006 is hereby amended in the following respects only:

Section 4. Security: is amended to read in its entirety as follows:

“Section 4. Security

- (a) Faithful Performance Bond – Pursuant to California Government Code 66499 and the Town’s Development Code, Section 9.96.040 Subdivider shall, concurrently with the execution hereof, furnish improvement security in an amount equal to one hundred percent (100%) of the estimated remaining construction cost of the Improvements as security guaranteeing the faithful performance of the Improvements and this Agreement. The estimated remaining construction cost approved by Town is One Hundred Eighty Three Thousand Three Hundred and Ninety One Dollars and 00/100 (\$183,391.00).

The amount of the Irrevocable Letter of Credit is One Hundred Eighty Three Thousand Three Hundred and Ninety One Dollars and 00/100 (\$183,391.00) and said Irrevocable Letter of Credit is attached hereto as **Exhibit B**.

- (b) Labor & Materials (Payment) Bond – Pursuant to California Government Code 66499 and the Town’s Development Code, Section 9.96.040 Subdivider shall, concurrently with the execution hereof, furnish an improvement securities in an amount equal to fifty percent (50%) of the estimated remaining construction cost of the Improvements as security guaranteeing the payment of all persons performing labor and furnishing materials in connection with this Agreement.

The amount of the Irrevocable Letter of Credit is Ninety One Thousand Six Hundred and Ninety Five Dollars and 50/100 (\$91,695.50) and said Irrevocable Letter of Credit is attached hereto as **Exhibit C**.

- (c) Guarantee/Warranty Bond – Pursuant to Government Code 66499 and the Town’s Development Code, Section 9.96.040 Town shall withhold from the Bond or cash deposit Two Hundred Ninety Four Thousand Seven Hundred Eighty Seven Dollars (\$294,787.00), an amount equal to twenty five percent (25%) of the estimated construction cost of the Improvements, for the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof against any defective work or labor performed, or defective materials furnished by the Subdivider in connection with this Agreement.”

- (d) Pursuant to Government Code 66499.9, any liability upon the security given for faithful performance of any act or agreement shall be limited to:

- (1) The performance of the work covered by the Agreement or the performance of the required act.
  - (2) The performance of any changes or alterations in such work provided that all changes or alterations do not exceed ten percent (10%) of the original estimated cost of the Improvements.
  - (3) The guarantee and warranty of the work for a period of one year following completion and acceptance thereof against any defective work or labor done or defective materials furnished in the performance of the Agreement or the performance of the act.
  - (4) Costs and reasonable expenses and fees, including reasonable attorneys' fees.
- (e) The surety on each bond and the form thereof shall be satisfactory to the Town. The surety shall be furnished by a surety company authorized to write the same in the State of California and that is approved and accepted by the Town.”

Section 6. Timing of Performance: is amended to read in its entirety as follows:

“Section 6. Timing of Performance

Subdivider agrees to perform and complete all improvements within twenty-four (24) Months through November 22, 2017. It is further agreed by and between the Subdivider and the Town that in the event it is deemed necessary by the Town to extend the time of completion of the Improvements, said extension may be granted by the Town, and shall in no way affect the validity of this Agreement or release of the financial institution guaranteeing the same. Subdivider further agrees to maintain and provide proof of extensions of the security described in Sections 4(a), 4(b), and 4(c) above in full force and effect during the terms of this Agreement including any extensions of time as may be granted.”

**Except as amended, all of the terms and conditions of the original Agreement are incorporated as though fully set forth herein.**

Dated: August 4, 2015

Approved as to Form:

\_\_\_\_\_  
LONA N. LAYMON, TOWN ATTORNEY

“TOWN OF YUCCA VALLEY”

\_\_\_\_\_  
CURTIS YAKIMOW, TOWN MANAGER

“SUBDIVIDER”  
MESQUITE 55 L.P.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

**(NOTE: Subdivider’s Signature(s) must be acknowledged before a Notary Public)**

All notices to Subdivider shall be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment: Fourth Amendment to the Subdivision Improvement Agreement (1128 : Fourth Amendment to Subdivision Agreement - Tract Map

# Exhibit A

Recording Requested By:  
Fidelity National Title  
Builder Services Division

When Recorded, Mail to:  
The Town of Yucca Valley  
Community Development/Public Works Dep...  
58928 Business Center Drive  
Yucca Valley, CA 92284  
Attn: Duane H. Gasaway,  
Senior Project Manager

Recorded in Official Records, County of San Bernardino

**LARRY WALKER**  
Auditor/Controller - Recorder

688 Fidelity/Riverside

3/09/2007  
2:45 PM  
BGJ

Doc#: 2007-0152170

Titles: 1      Pages: 31

Fees	98.00
Taxes	0.00
Other	1.00
<b>PAID</b>	<b>\$99.00</b>




(the space above for Recorders use only)

## SUBDIVISION IMPROVEMENT AGREEMENT

This page added to provide adequate space for recording information  
(\$3.00 Additional Recording Fee Applies)



Town of Yucca Valley  
Community Development/Public Works Department  
58928 Business Center Drive, Yucca Valley, California 92284  
Phone: 760-369-6575 Fax: 760-228-0084

### SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is entered into by and between the Town of Yucca Valley, a municipal corporation ("Town") on the one hand, and Mesquite 55 LP, a limited partnership and Drake Construction, LLC, a limited liability company ("Subdivider") on the other hand, and is effective this 22<sup>nd</sup> day of November, 2006. Town and Subdivider hereby acknowledge and agree the following:

1. The Town of Yucca Valley Planning Commission, on May 4, 2004, granted conditional approval to a certain tentative subdivision as laid out and delineated on Tract Map No. 16587 ("Map"). Subdivider seeks approval and recordation of Final Map, which consists of 55 residential lots and Lot A devoted to a drainage retention basin and areas devoted to streets and drainage.
2. Subdivider, pursuant to the Conditions of Final Approval of the Map ("Conditions"), must complete various improvements ("Improvements"), as described in Section 2 below, and post certain security for the completion thereof.
3. This Agreement is executed pursuant to California Government Code 66410, et seq. and applicable ordinances of the Town in order to provide further for the manner in which Improvements shall be constructed and completed.

NOW, THEREFORE, and in consideration of the approval of the Map, and in order to ensure satisfactory performance by Subdivider of Subdivider's obligations under the Conditions, the Subdivision Map Act, and applicable ordinances of the Town, the parties hereto, for themselves, their successors, and assigns, hereby agree as follows:

### Section 1. Incorporation by Reference

The Development Agreement between Subdivider and Town, if applicable, the Conditions (attached hereto as Exhibit "A") and all plans as listed in Section 2 below are incorporated herein by reference.

### Section 2. Construction of Improvements

- (a) Subdivider shall construct to the approval of the Town, and as provided for in the Conditions, the Improvements as shown on the following described Plans ("Plans"):

- ▶ The Street Improvement Plan designed by Warner Engineering and approved and signed by the Town Engineer and filed with the Town of Yucca Valley Community Development/Public Works Department.

Description of Improvements:

Acoma Trail – Installation of curb, gutter and sidewalk based on a 40 foot half-width section per Town Standard.

Church Street and Zuni Trail – Installation of curb, gutter and sidewalk based on a 30 foot half-width section per Town Standard. Paving for Church Street shall extend north to existing paving.

Mountain View and all interior streets - Installation of curb, gutter and sidewalk based on a 60 foot full-width per Town Standard.

- ▶ The Irrigation & Landscaping Plans prepared by RHA Landscape Architects Planners, Inc. and approved by and on file in the Town of Yucca Valley, Community Development/Public Works Department.

Description of Improvements: Landscaping and irrigation adjacent to portions of Acoma Trail, Mountain View Trail, Zuni Trail and the detention basin and other irrigation and landscape areas as shown on the approved plan.

- ▶ The Grading Plans designed by Warner Engineering and approved and signed by the Town Engineer and filed with the Town of Yucca Valley Community Development/Public Works Department.

Description of Improvements: The rough and precise grading of the residential lots, drainage retention basin, improvements and grading of applicable flood control improvements pursuant to Conditions of Approval 10(a), 10(b) and 10(c) and grading of the streets shown on the approved Street Improvement Plan in Section 2(a) above.

(b) Survey Monumentation

- (1) Subdivider shall place survey monumentation as described on the Map.
- (2) Subdivider shall replace or repair all survey monumentation that is destroyed or damaged as a result of Subdivider's activities. Any such repair or replacement shall be to the satisfaction and subject to the approval of the Town.

**Section 3. Modification of Plans**

Subdivider agrees that if during the construction of the Improvements it is determined by the Town that revisions to the Plans are necessary in the interest of the public, Subdivider will undertake such design and construction changes required by the Town. Said changes, if any shall be confined to the premises owned by Subdivider.

**Section 4. Security**

- (a) Faithful Performance – Pursuant to California Government Code 66499 and the Town's Development Code, Section 83.041125 Subdivider shall, concurrently with the execution hereof, furnish a surety bond or cash deposit in an amount equal to one hundred percent (100%) of the estimated construction cost of the Improvements as security guaranteeing the faithful performance of the Improvements and this Agreement.

Estimated construction cost approved by Town is One Million One Hundred Seventy Nine Thousand One Hundred Forty Eight Dollars (\$1,179,148.00).

The Performance Bond amount is One Million One Hundred Seventy Nine Thousand One Hundred Forty Eight Dollars (\$1,179,148.00). A copy of said bond is attached hereto as Exhibit B.

- (b) Labor & Materials (Payment) Bond – Pursuant to California Government Code 66499 and the Town's Development Code, Section 83.041125 Subdivider shall, concurrently with the execution hereof, furnish a surety

bond or cash deposit in an amount equal to fifty percent (50%) of the estimated construction cost of the Improvements as security guaranteeing the payment of all persons performing labor and furnishing materials in connection with this Agreement.

The Labor & Materials (Payment) Bond amount is Five Hundred Eighty Nine Thousand Five Hundred Seventy Four Dollars (\$589,574.00). A copy of said bond is attached hereto as Exhibit C.

- (c) Guarantee / Warranty Bond – Pursuant to Government Code 66499 and the Town's Development Code, Section 83.041125 Town shall withhold from the bond or cash deposit Two Hundred Ninety Four Thousand Seven Hundred Eighty Seven Dollars (\$294,787.00), an amount equal to twenty five percent (25%) of the estimated construction cost of the Improvements, for the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof against any defective work or labor performed, or defective materials furnished by the Subdivider in connection with this Agreement.
- (d) Pursuant to Government Code 66499.9, any liability upon the security given for faithful performance of any act or agreement shall be limited to:
  - (1) The performance of the work covered by the Agreement or the performance of the required act.
  - (2) The performance of any changes or alterations in such work provided that all changes or alterations do not exceed ten percent (10%) of the original estimated cost of the Improvement.
  - (3) The guarantee and warranty of the work for a period of one year following completion and acceptance thereof against any defective work or labor done or defective materials furnished in the performance of the Agreement or the performance of the act.
  - (4) Costs and reasonable expenses and fees, including reasonable attorneys' fees.
- (e) The surety on each bond and the form thereof shall be satisfactory to the Town. The surety shall be furnished by a surety company authorized to write the same in the State of California and that is approved and accepted by the Town.

### Section 5. Inspections

At least fifteen (15) calendar days prior to the commencement of any work hereunder Subdivider shall notify the Town in writing of the fixed start date of construction so that the Town shall be able to provide inspection services. Subdivider shall at all times maintain proper facilities and provide safe access to all parts of the work site(s) for Town inspections, including any workshops or plants where work related to the Improvements is being conducted.

### Section 6. Timing of Performance

Subdivider agrees to perform and complete all improvements within twenty-four (24) months from the date of this Agreement. It is further agreed by and between the Subdivider and the Town that in the event it is deemed necessary by the Town to extend the time of completion of the Improvements, said extension may be granted by the Town, and shall in no way affect the validity of this Agreement or release of the surety(ies) on any bond attached hereto or the financial institution guaranteeing the same. Subdivider further agrees to maintain the security described in Sections 4(a), 4(b), and 4(c) above in full force and effect during the terms of this Agreement including any extensions of time as may be granted.

### Section 7. Work Performance

- (a) Subdivider shall construct, at Subdivider's own expense, all of the Improvements in a good and workmanlike manner, and furnish all required materials incident thereto in accordance with the Plans and to the satisfaction of the Town, including any changes required by the Town, which in the Town's opinion are necessary to complete the Improvements.
- (b) All work shall be conducted and completed in accordance with the Plans and federal, state, county and Town codes, laws, ordinances, and regulations. For any Improvements partially completed prior to this Agreement, Subdivider agrees to complete the Improvements in accordance with this Agreement.
- (c) Neither Subdivider, nor any of Subdivider's agents, or contractors in connection with Subdivider's obligations under this Agreement are, or shall be considered to be, agents of Town.

## Section 8. Indemnity

- (a) Subdivider hereby agrees to save harmless and indemnify, including without limitation, Town's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of any injuries or damages sustained by any person or property resulting or arising, or alleged to have resulted or arisen, from Subdivider or Subdivider's contractors, subcontractors, agents, or employees activities, omissions or operations pursuant to this Agreement. Should Town be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Subdivider will defend Town, (at Town's request and with counsel satisfactory to Town) and will indemnify Town for any judgment rendered against it or any sums paid out in settlement or otherwise.
- (b) Subdivider shall defend, indemnify, and hold harmless the Town and its elective and appointive boards, officials, officers, agents, independent contractors, employees and volunteers from any claim, action, or proceeding to review, set aside, void, or annul an approval of the Town concerning the Map and acts made in respect thereof, provided any such action is brought within the time period provided for in California Government Code 66499.37.
- (c) Town shall promptly notify the Subdivider of any claim, action, or proceeding, and cooperate fully in the defense of any claim, action or proceeding.
- (d) It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

## Section 9. Permits and Requisite Fees

- (a) Before proceeding with any work hereunder, Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of the Improvements, give all necessary notices, and pay all fees and taxes required by law.
- (b) Subdivider agrees to procure, at its expense, any necessary permits for Improvements outside the Town's jurisdiction.

**Section 10. On-Site Supervision**

Subdivider shall designate an on-site supervisor, satisfactory to the Town, who shall be on the work site(s) at all times during the construction of the Improvements, and who has the authority to act on behalf of the Subdivider when communicating with Town staff.

**Section 11. Law to Govern: Venue**

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, the action must be filed in the San Bernardino County Superior Court-Joshua Tree District.

**Section 12. Compliance with Law**

Subdivider shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.

**Section 13. Waiver**

Waiver by Town or Subdivider of any breach of any of the provisions of the Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. Acceptance by Town of any work by Subdivider shall not be a waiver of any of the provisions of this Agreement.

**Section 14. Notices**

- (a) All notices to Town shall be sent to the following address:

Shane R. Stueckle  
Deputy Town Manager  
Town of Yucca Valley  
58928 Business Center Drive  
Yucca Valley, CA 92284

- (b) All notices to Subdivider shall be sent to the following address:

Mr. Scott Woodside  
Drake Construction LLC  
41391 Kalmia Street, #210  
Murrietta, CA 92562

- (c) All notices herein required shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid.
- (d) If one party provides written notice to the other party of a change of address, all further notices to such party shall be addressed and transmitted to the new address.
- (e) Any notice so given shall be deemed effective on the date of actual delivery.

#### **Section 15. Noncompliance**

If Town determines that Subdivider is in violation of any federal, state, county or Town laws, ordinances, rules, regulations, and requirements, and/or the terms and provisions of this Agreement, it may issue a cease and desist order, stop work order, or other action the Town deems necessary.

#### **Section 16. Notice of Breach and/or Default**

The Town may serve written notice upon Subdivider and surety of breach of this Agreement or of any portion thereof, and default of Subdivider for any of the following circumstances:

- (a) Subdivider refuses or fails to complete the Improvements as required in Section 2 above.
- (b) Subdivider should be adjudged bankrupt.
- (c) Subdivider should make a general assignment for the benefit of Subdivider's creditors.
- (d) A receiver should be appointed in the event of Subdivider's insolvency.
- (e) Subdivider or any of Subdivider's contractors, subcontractors, agents, or employees should materially violate any of the provisions of this Agreement and not cure the violation within a reasonable time.

#### **Section 17. Performance by Surety or Town**

- (a) In the event of a material breach and/or default by Subdivider, Subdivider's surety shall have the duty to take over and complete the Improvements.

- (b) If the surety, within a reasonable time after receiving notice of Subdivider's default does not provide Town written notice to take over the performance of this Agreement or if the surety does not commence performance thereof within the time specified in such notice to Town, Town may take over the construction of the Improvements and prosecute the same to completion by contract or by any method Town may deem advisable, on behalf and at the expense of Subdivider and Subdivider's surety shall be liable to Town for any excess cost or damages incurred by Town thereby. In such event, Town, without liability for so doing, may take possession of and utilize, to complete the Improvements, such materials, appliances, and other property belonging to Subdivider as may be on the work site(s) and necessary therefor.

**Section 18. Successors in Interest**

This Agreement shall run with the land and shall be binding on the Subdivider, its successor and assigns.

**Section 19. Effective Date**

This Agreement shall be effective as of the date and year first above written.

**Section 20. Amendment of Agreement**

This Agreement may only be amended by mutual consent of the original parties or their successors in interest, provided that any such amendment is executed in writing by the parties to be bound thereby. Copies of any such amendments shall be sent to surety(ies).

**Section 21. Execution.**

By signing this Agreement, the person signing states that he or she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Subdivision Improvements Agreement as of the date first written above.

"TOWN OF YUCCA VALLEY"

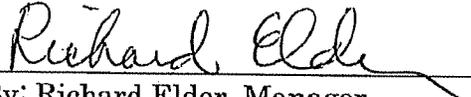
 2/5/07  
Signature Date

Andrew J. Takata  
Print Name

Town Manager  
Title

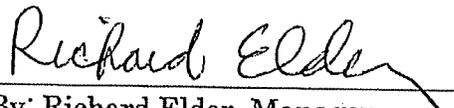
"SUBDIVIDER"

Mesquite 55 L.P.  
By: Drake Construction, LLC

 1-12-07  
By: Richard Elder, Manager Date

 1-12-07  
By: Scott Woodside, Manager Date

Drake Construction, LLC

 1-12-07  
By: Richard Elder, Manager Date

 1-12-07  
By: Scott Woodside, Manager Date

(Note: Subdivider's signature(s) must be acknowledged before a Notary Public)

EXHIBIT B

TOWN OF YUCCA VALLEY  
FAITHFUL PERFORMANCE BOND

Bond Number: 726718S

Premium: \$28,300.00 / two years (renewable annually thereafter)

WHEREAS, the TOWN OF YUCCA VALLEY, State of California, and Mesquite 55, L.P., hereinafter referred to as "Principal", have entered into or are about to enter into an agreement whereby Principal agrees to install and complete certain designated public improvements as set forth in said agreement dated November 15, 2006, and identified as Agreement for Construction of offsite improvements which is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement and to guarantee the work for a period of one year;

NOW, THEREFORE, we, the Principal and Developers Surety and Indemnity Company, whose principal place of business is Irvine, California, a corporation organized and doing business under and by virtue of the laws of the State of Iowa, and duly licensed by the State of California for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the Town of Yucca Valley in the penal sum of One Million One Hundred Seventy Nine Thousand One Hundred Forty Eight Dollars (\$1,179,148.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his, their, its heirs, executors, administrators, successors, or assigns, shall in all things stand to or abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Town of Yucca Valley, its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety and Principal further agree that in the event the work and improvements are not completed within the time allowed by said agreement or any extensions thereof as may be granted the Town of Yucca Valley, they shall be jointly and severally liable to the Town of Yucca Valley for any and all costs incurred by the Town in completing the required improvements, including any administrative expenses and attorney's fees incurred in obtaining completion of required improvements or any such

*Town of Yucca Valley-Contract Documents and Specifications  
Offsite Improvements – TR 16587*

TOWN OF YUCCA VALLEY  
FAITHFUL PERFORMANCE BOND

fees and expenses incurred in processing any action for damages or for any other remedies by law.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Town of Yucca Valley in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety and Principal further agree that twenty-five percent ( 25%) of the face amount of this bond will remain in effect and continue after completion and acceptance of the work and improvements by the Town of Yucca Valley for one year from the date of acceptance to guarantee said improvements against any defective work or labor done, or defective materials furnished, in performance of the contract with the Town of Yucca Valley.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

IN WITNESS WHEREOF, said Principal and said Surety have caused this performance bond to be duly executed this 8<sup>th</sup> day of February, 2007.

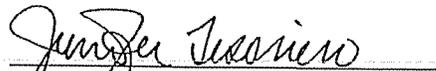
**Principal**

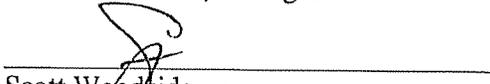
**Surety**

Mesquite 55, L.P.  
By: Drake Construction, LLC,  
its general partner

Developers Surety and Indemnity  
Company

  
Richard L. Elder, manager

  
Jennifer Tesoriero, attorney-in-fact

  
Scott Woodside, manager

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

\*\*\*Jennifer Tesoriero, Kevin R. Brooks, William M. Summers, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By: [Signature]  
David H. Rhodes, Executive Vice-President

By: [Signature]  
Walter A. Crowell, Secretary



STATE OF CALIFORNIA ]  
COUNTY OF ORANGE ]

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hcr/their authorized capacity(ies), and that by his/hcr/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 8th day of February, 2007.

By: [Signature]  
Albert Hillebrand, Assistant Secretary

### ACKNOWLEDGMENT

State of California

County of Los Angeles

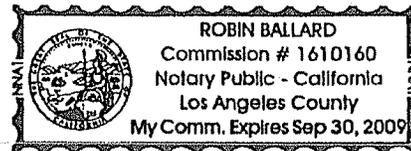
On February 8, 2007 before me, Robin Ballard, Notary Public  
(here insert name and title of the officer)

personally appeared Jennifer Tesoriero

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

WITNESS my hand and official seal.

Signature Robin Ballard



(Seal)

EXHIBIT C

TOWN OF YUCCA VALLEY  
LABOR AND MATERIAL BOND

---

Bond Number: 726718S  
Premium: Included in the cost of performance

LABOR AND MATERIAL BOND

WHEREAS, the TOWN OF YUCCA VALLEY, State of California, and Mesquite 55, L.P., hereafter referred to as "Principal", have entered into or are about to enter into an agreement whereby Principal agrees to install and complete certain designated public improvements as set forth in said agreement dated November 15, 2006, and identified as Agreement for Construction of offsite improvements which is hereby referred to and made a part hereof; and

WHEREAS, Under the terms of the agreement, the said Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Town of Yucca Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and Developers Surety and Indemnity Company whose principal place of business is Irvine, California, and duly licensed by the State of California for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the Town of Yucca Valley and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in aforesaid Civil Code in the sum of Five Hundred Eighty Nine Thousand Five Hundred Seventy Four Dollars (\$589,574.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred the Town of Yucca Valley in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Sections 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

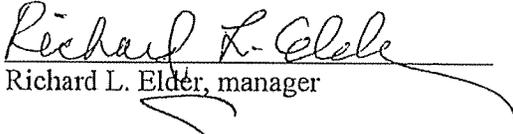
TOWN OF YUCCA VALLEY  
LABOR AND MATERIAL BOND

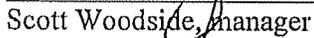
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

IN WITNESS WHEREOF, said Principal and said Surety have caused this performance bond to be duly executed this 8<sup>th</sup> day of February, 2007.

**Principal**

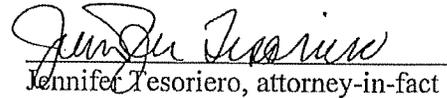
Mesquite 55, L.P.  
By: Drake Construction, LLC,  
its general partner

  
Richard L. Elder, manager

  
Scott Woodside, manager

**Surety**

Developers Surety and Indemnity  
Company

  
Jennifer Tesoriero, attorney-in-fact

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

\*\*\*Jennifer Tesoriero, Kevin R. Brooks, William M. Summers, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By: [Signature]  
David H. Rhodes, Executive Vice-President

By: [Signature]  
Walter A. Crowell, Secretary



STATE OF CALIFORNIA ]  
COUNTY OF ORANGE ]

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Gina L. Garner

(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 8<sup>th</sup> day of February, 2007.

By [Signature]  
Albert Hillbrand, Assistant Secretary

### ACKNOWLEDGMENT

State of California

County of Los Angeles

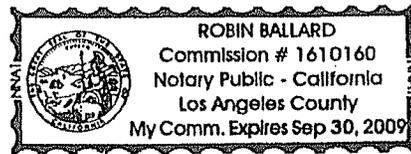
On February 8, 2007 before me, Robin Ballard, Notary Public,  
(here insert name and title of the officer)

personally appeared Jennifer Tesoriero  
\_\_\_\_\_

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

WITNESS my hand and official seal.

Signature Robin Ballard



(Seal)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of Riverside )

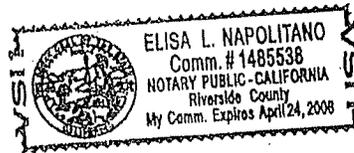
On 9th February 2007 before me, Elisa L. Napolitano, a Notary Public  
(here insert name and title of the officer)

personally appeared Scott Woodside

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) s are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Elisa L. Napolitano  
Signature of Notary Public



(Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

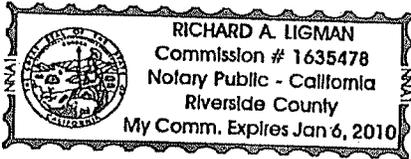
*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
 County of Riverside } ss.  
 On February 12, 2007 before me, Richard A. Ligman, Notary Public  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)  
 personally appeared Richard L. Elder  
Name(s) of Signer(s)

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



Place Notary Seal Above

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

#### OPTIONAL

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

#### Description of Attached Document

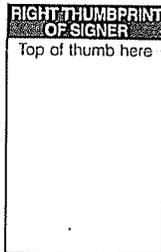
Title or Type of Document: Labour and Material Bond

Document Date: 2/18/07 Number of Pages: 2

Signer(s) Other Than Named Above: W/A

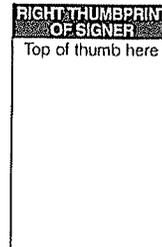
#### Capacity(ies) Claimed by Signer(s)

- Signer's Name: Richard L. Elder
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT  
BETWEEN THE TOWN OF YUCCA VALLEY AND MESQUITE 55 L.P. AND  
DRAKE CONSTRUCTION LLC EXTENDING THE TIME OF COMPLETION OF  
THE IMPROVEMENTS TO FORTY-EIGHT MONTHS FROM THE DATE OF THE  
AGREEMENT

The Subdivision Improvement Agreement dated November 22, 2006 is hereby amended  
in the following respects only:

Section 6. Timing of Performance: is amended to read in its entirety as  
follows:

“Section 6. Timing of Performance

Subdivider agrees to perform and complete all improvements within forty-eight  
(48) months from the date of this Agreement and through November 22, 2010. It  
is further agreed by and between the Subdivider and the Town that in the event it  
is deemed necessary by the Town to extend the time of completion of the  
Improvements, said extension may be granted by the Town, and shall in no way  
affect the validity of this Agreement or release of the surety(ies) on any bond  
attached hereto or the financial institution guaranteeing the same. Subdivider  
further agrees to maintain and provide proof of extensions of the security  
described in Sections 4(a), 4(b), and 4(c) above in full force and effect during the  
term of this Agreement including any extensions of time as may be granted.”

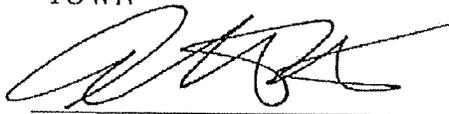
Except as amended, all of the terms and conditions of the original Agreement are  
incorporated as though fully set forth herein.

Dated: November 14, 2008

Approved as to Form:

  
Naomi Silvergleid  
Town Attorney

“TOWN”

  
Andrew J. Takata  
Town Manager

"SUBDIVIDER"

Mesquite 55 L.P.  
By: Drake Construction, LLC

Richard Elder      11-21-08  
By: Richard Elder, Manager      Date

Drake Construction, LLC

Richard Elder      11-21-08  
By: Richard Elder, Manager      Date

(Note: Subdivider's Signature(s) must be acknowledged before a Notary Public)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

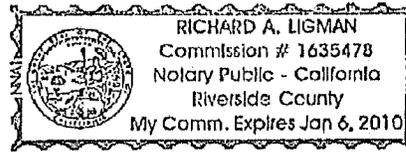
On 11/21/08 before me, Richard A Ligan, Notary Public  
Insert name and title of officer here

personally appeared Richard Elder

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

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

WITNESS my hand and official seal.



[Signature]  
Signature of Notary Public

(Notary Seal)

### INFORMATION BELOW IS RECOMMENDED BUT NOT REQUIRED

#### TITLE/DESCRIPTION OF THE ATTACHED DOCUMENT

Subdivision Improvement Agreement

DOCUMENT DATE 11/14/08 NUMBER OF PAGES 3

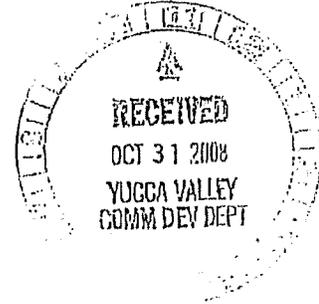
#### Additional Information

#### CAPACITY CLAIMED BY SIGNER

- Individual(s)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Corporate Officer
- Other

10-30-08

To: The Town of Yucca Valley  
57090 29 Palms Highway  
Yucca Valley, CA. 92284  
ATTN: Duane Gasaway  
Senior Project Manager



From: Mesquite 55 L.P.  
68845 Perez Road H-30  
Cathedral City, CA. 92234  
Joe Morreale  
Director of Operations

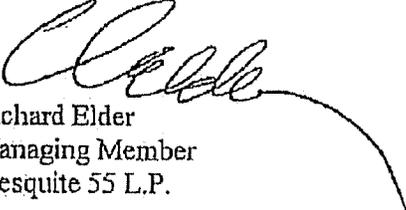
Mr. Gasaway,

Due to the current housing crisis, the Mesquite Project has had delays in its ability to complete the subdivision improvement agreement with the Town of Yucca Valley. As we are coming up on the expiration of our agreement, Mesquite 55 L.P. would like to apply for an extension pursuant to Section 6 of our agreement.

Mesquite is currently advanced to 80% complete, with the Acoma and Church Street improvements 100%. The interior streets are 100% based, with 75% of the streets base paved. Finish cap of the streets is yet to be done.

Mesquite 55 has every intention of maintaining the security portion of our agreement.

Thank you for your consideration.

  
Richard Elder  
Managing Member  
Mesquite 55 L.P.

SECOND AMENDMENT TO THE SUBDIVISION IMPROVEMENT  
AGREEMENT BETWEEN THE TOWN OF YUCCA VALLEY AND MESQUITE 55  
L.P. AND DRAKE CONSTRUCTION LLC EXTENDING THE TIME OF  
COMPLETION OF THE IMPROVEMENTS TO THIRTY-SIX MONTHS FROM THE  
DATE OF THE AGREEMENT

The Subdivision Improvement Agreement dated November 22, 2006 is hereby amended in the following respects only:

Section 6. Timing of Performance: is amended to read in its entirety as follows:

"Section 6. Timing of Performance

Subdivider agrees to perform and complete all improvements within thirty-six (36) months from the date of this Agreement and through November 22, 2013. It is further agreed by and between the Subdivider and the Town that in the event it is deemed necessary by the Town to extend the time of completion of the Improvements, said extension may be granted by the Town, and shall in no way affect the validity of this Agreement or release of the surety(ies) on any bond attached hereto or the financial institution guaranteeing the same. Subdivider further agrees to maintain and provide proof of extensions of the security described in Sections 4(a), 4(b), and 4(c) above in full force and effect during the term of this Agreement including any extensions of time as may be granted."

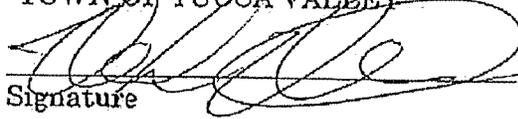
Except as amended, all of the terms and conditions of the original Agreement are incorporated as though fully set forth herein

Dated: August 7, 2012

Approved as to Form:

  
LONA LAYMAN  
Town Attorney

"TOWN OF YUCCA VALLEY"

  
Signature \_\_\_\_\_ Date 9/27/12

Mark Nuaimi  
Name

Town Manager  
Title

"SUBDIVIDER"

Mesquite 55 L.P.

By: Drake Construction, LLC

Its general partner

  
Signature \_\_\_\_\_ Date 7-26-12

Kevin Elden  
Name

Member  
Title

(Note: Subdivider's signature(s) must be acknowledged before a Notary Public)

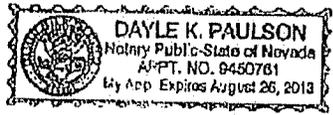
All notices to Subdivider shall be sent to the following address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEVADA )  
 ) SS.  
COUNTY OF CLARK )

This instrument was acknowledged before me this 26th day of July, 2012 by Kevin R. Elder, the Manager of Drake Construction, LLC, the general partner of Mesquite 55, L.P.

*Dayle K. Paulson*  
\_\_\_\_\_  
Notary Public



My commission expires:  
August 26, 2013

THIRD AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE TOWN OF YUCCA VALLEY AND MESQUITE 55 L.P. EXTENDING THE TIME OF COMPLETION OF THE IMPROVEMENTS TO TWENTY-FOUR MONTHS (24) , RELEASE OF FAITHFUL PERFORMANCE BOND AND LABOR/MATERIAL BOND, AND ACCEPT THE IRREVOCABLE STANDBY LETTERS OF CREDIT AS SECURITIES FOR THE REMAINING COST OF IMPROVEMENTS AND LABOR AND MATERIALS IN CONNECTION WITH THE AGREEMENT.

The Subdivision Improvement Agreement dated November 22, 2006 is hereby amended in the following respects only:

Section 4. Security: is amended to read in its entirety as follows:

“Section 4. Security

- (a) Faithful Performance Bond – Pursuant to California Government Code 66499 and the Town’s Development Code, Section 83.041125 Subdivider shall, concurrently with the execution hereof, furnish an Irrevocable Letter of Credit in an amount equal to one hundred percent (100%) of the estimated remaining construction cost of the Improvements as security guaranteeing the faithful performance of the Improvements and this Agreement.

Estimated remaining construction cost approved by Town is Two Hundred Eleven Thousand One Hundred Eighty Five Dollars and 00/100 (\$211,185.00).

The amount of the Irrevocable Letter of Credit is Two Hundred Eleven Thousand One Hundred Eighty Five Dollars and 00/100 (\$211,185.00) and said Irrevocable Letter of Credit is attached hereto as **Exhibit B**.

- (b) Labor & Materials (Payment) Bond – Pursuant to California Government Code 66499 and the Town’s Development Code, Section 83.041125 Subdivider shall, concurrently with the execution hereof, furnish an Irrevocable Letter of Credit in an amount equal to fifty percent (50%) of the estimated remaining construction cost of the Improvements as security guaranteeing the payment of all persons performing labor and furnishing materials in connection with this Agreement.

The amount of the Irrevocable Letter of Credit is One Hundred Five Thousand Five Hundred Ninety Two Dollars and 50/100 (\$105,592.50) and said Irrevocable Letter of Credit is attached hereto as **Exhibit C**.

- (c) Guarantee/Warranty Bond – Pursuant to Government Code 66499 and the Town’s Development Code, Section 83.041125 Town shall withhold from the Bond or cash deposit Two Hundred Ninety Four Thousand Seven Hundred Eighty Seven Dollars (\$294,787.00), an amount equal to twenty five percent (25%) of the estimated construction cost of the Improvements, for the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof against any defective work or labor performed, or defective materials furnished by the Subdivider in connection with this Agreement.”

- (d) Pursuant to Government Code 66499.9, any liability upon the security given for faithful performance of any act or agreement shall be limited to:
- (1) The performance of the work covered by the Agreement or the performance of the required act.
  - (2) The performance of any changes or alterations in such work provided that all changes or alterations do not exceed ten percent (10%) of the original estimated cost of the Improvements.
  - (3) The guarantee and warranty of the work for a period of one year following completion and acceptance thereof against any defective work or labor done or defective materials furnished in the performance of the Agreement or the performance of the act.
  - (4) Costs and reasonable expenses and fees, including reasonable attorneys' fees.
- (e) The surety on each bond and the form thereof shall be satisfactory to the Town. The surety shall be furnished by a surety company authorized to write the same in the State of California and that is approved and accepted by the Town."

Section 6. Timing of Performance: is amended to read in its entirety as follows:

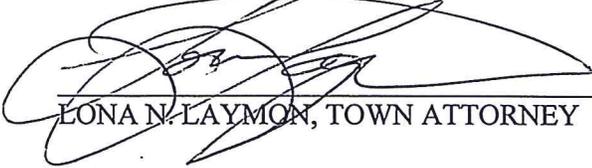
"Section 6. Timing of Performance

Subdivider agrees to perform and complete all improvements within twenty-four (24) Months through November 22, 2015. It is further agreed by and between the Subdivider and the Town that in the event it is deemed necessary by the Town to extend the time of completion of the Improvements, said extension may be granted by the Town, and shall in no way affect the validity of this Agreement or release of the financial institution guaranteeing the same. Subdivider further agrees to maintain and provide proof of extensions of the security described in Sections 4(a), 4(b), and 4(c) above in full force and effect during the terms of this Agreement including any extensions of time as may be granted."

Except as amended, all of the terms and conditions of the original Agreement are incorporated as though fully set forth herein.

Dated: October 15, 2013

Approved as to Form:

  
LONA N. LAYMON, TOWN ATTORNEY

“TOWN OF YUCCA VALLEY”

  
SHANE R. STUECKLE, ACTING TOWN MANAGER

“SUBDIVIDER”  
MESQUITE 55 L.P.

  
SIGNATURE

11.6.2013  
DATE

Donald Maclean II  
NAME

Proper Manager  
TITLE

(NOTE: Subdivider’s Signature(s) must be acknowledged before a Notary Public)

All notices to Subdivider shall be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SEE ATTACHED ACKNOWLEDGMENT



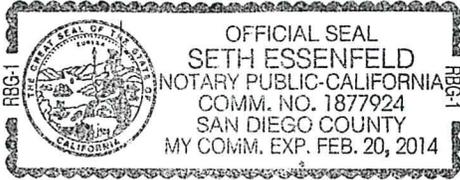


### CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }  
County of SAN DIEGO } SS.  
~~San Bernardino~~

On 6 NOV 2013, before me, SETH ESSENFELD, Notary Public, personally appeared, DONALD MALLON II who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person acted, executed the instrument.

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



WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

#### OPTIONAL

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

#### Description of Attached Document

Title or Type of Document SUBDIVISION IMPROVEMENT AGREEMENT #3

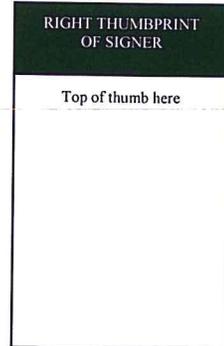
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner -  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_





# Exhibit B

U.S. BANK NATIONAL ASSOCIATION  
INTERNATIONAL DEPARTMENT  
111 S.W. FIFTH AVE., SUITE 500, PD-OR-T5CE  
PORTLAND, OREGON 97204 U.S.A.  
TEL: (503) 275-6059, Toll Free: (866) 359-2503  
SWIFT: USBKUS44PDX FAX: (503)275-5132

SEPTEMBER 18, 2013

---



---

## IRREVOCABLE STANDBY LETTER OF CREDIT

---



---

<b>BENEFICIARY:</b> TOWN OF YUCCA VALLEY ENGINEERING/PUBLIC WORKS MONTEREY BUSINESS CENTER 58928 BUSINESS CENTER DRIVE YUCCA VALLEY, CA 92284	<b>APPLICANT:</b> MESQUITE 55, LP 9970 W. CHEYENNE AVE. LAS VEGAS, NV 89129
--------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

LETTER OF CREDIT NUMBER: SLCPPDX06069  
EXPIRY DATE: SEPTEMBER 7, 2014  
AT: ISSUING BANK'S INTERNATIONAL BANKING COUNTERS  
LOCATED AT ADDRESS INDICATED ABOVE.

AMOUNT: NOT EXCEEDING US\$211,185.00 ✓  
(TWO HUNDRED ELEVEN THOUSAND ONE HUNDRED EIGHTY-FIVE AND NO/100  
U.S. DOLLARS)

RE: THIS LETTER OF CREDIT IS BEING ISSUED IN CONNECTION WITH THE OBLIGATION OF MESQUITE 55, LP FOR OFF SITE IMPROVEMENTS FOR PROPERTY LOCATED AT ACOMA TRAIL AND MOUNTAIN VIEW TRAIL KNOWN AS TRACT MAP NO. 16587 AND REFERENCED AS THE MESQUITE 55 SUBDIVISION.

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT AVAILABLE BY PAYMENT BY DRAFT(S) DRAWN AT SIGHT ON U.S. BANK NATIONAL ASSOCIATION AND ACCOMPANIED BY THE FOLLOWING DOCUMENT:

A STATEMENT ISSUED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY CERTIFYING AS FOLLOWS:

"I THE UNDERSIGNED, DULY AUTHORIZED SIGNER FOR THE TOWN OF YUCCA VALLEY, HEREBY CERTIFY THAT MESQUITE 55, LP HAS FAILED TO COMPLY WITH THE CONDITIONS OF OFF SITE IMPROVEMENTS OF THE MESQUITE 55 SUBDIVISION IMPROVEMENT AGREEMENT, BY AND BETWEEN TOWN OF YUCCA VALLEY AND MESQUITE 55, LP AFTER FIFTEEN (15) DAYS WRITTEN NOTICE TO MESQUITE 55, LP DEMANDING COMPLIANCE WITH THE CONDITIONS OF SAID OFF SITE IMPROVEMENTS OF THE MESQUITE 55 SUBDIVISION IMPROVEMENT AGREEMENT, OR, THE TOWN OF YUCCA VALLEY HAS RECEIVED NOTICE THAT THE LETTER OF CREDIT WILL NOT BE RENEWED.



## SPECIAL CONDITIONS:

THE ORIGINAL OF THIS LETTER OF CREDIT MUST ACCOMPANY THE DRAWING.

THIS LETTER OF CREDIT INITIALLY EXPIRES ON SEPTEMBER 7, 2014.  
IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE CONSIDERED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE UNLESS WE NOTIFY YOU IN WRITING BY COURIER AT LEAST ONE HUNDRED TWENTY (120) DAYS PRIOR TO ANY SUCH EXPIRATION DATE THAT THIS LETTER OF CREDIT WILL NOT BE RENEWED. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW ON THIS LETTER OF CREDIT BY PRESENTATION OF THE DOCUMENTS MENTIONED HEREIN.

IF THIS LETTER OF CREDIT IS LOST OR DESTROYED, U.S. BANK NATIONAL ASSOCIATION SHALL ISSUE A DUPLICATE COPY OF THE ORIGINAL LETTER OF CREDIT TO THE TOWN OF YUCCA VALLEY UPON OUR RECEIPT OF ATTACHED EXHIBIT A (LOST LETTER OF CREDIT INDEMNITY) ALONG WITH YOUR CHECK FOR US\$85.00.

ALL BANKING CHARGES OTHER THAN THOSE OF THE ISSUING BANK ARE FOR ACCOUNT OF THE BENEFICIARY.

PURSUANT TO U.S. LAW, WE ARE REQUIRED TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES PARTIES TO THE TRANSACTION AND WE ARE PROHIBITED FROM ISSUING, TRANSFERRING, ACCEPTING, OR EFFECTING PAYMENT TO ANY PARTY OR ENTITY IDENTIFIED BY THE U.S. DEPT OF TREASURY INCLUDING ANY OFFICE AND BUREAU THEREOF OR SUBJECT TO THE DENIAL OF EXPORT PRIVILEGES BY THE U.S. DEPT OF COMMERCE.

DRAFTS DRAWN UNDER THIS CREDIT MUST BEAR THE CLAUSE: "DRAWN UNDER U.S. BANK NATIONAL ASSOCIATION IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER **SLCPPDX06069.**"

THIS CREDIT IS SUBJECT TO "THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN AND/OR DOCUMENTS PRESENTED AND NEGOTIATED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US.

U.S. BANK NATIONAL ASSOCIATION  
A MEMBER OF THE FEDERAL RESERVE SYSTEM

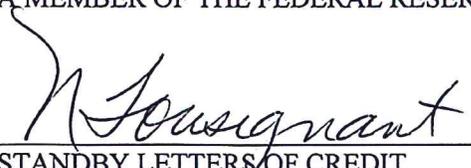
  
\_\_\_\_\_  
STANDBY LETTERS OF CREDIT  
NANCY R. TOUSIGNANT  
ASSISTANT VICE PRESIDENT



EXHIBIT A

LOST LETTER OF CREDIT INDEMNITY

DATE:

TO: U.S. BANK NATIONAL ASSOCIATION
INTERNATIONAL BANKING DEPT.
111 S.W. FIFTH AVE., SUITE 500
PORTLAND, OR 97204

ATTN: LETTER OF CREDIT DEPT.

Please be advised that we, the undersigned, are agent for the beneficiary and legal owner for Letter of Credit No. SLCPDX06069 issued by the following bank: U.S. Bank National Association for the amount of US\$ \_\_\_\_\_ on the date of \_\_\_\_\_.

We hereby certify that the original letter of credit instrument has been lost, destroyed or stolen and that we are requesting \_\_\_1) the original letter of credit be replaced with a duplicate, or, \_\_\_2) there is no need for a replacement letter of credit and we the beneficiary release you (U.S. Bank National Association) from any remaining liability held under your issued credit as of the date of this letter's signing.

We as agent for the beneficiary for the letter of credit, our respective heirs, legal representatives, successors and assigns agree to hold you free and harmless from any and all actions and suits, losses, damages, costs, charges and counsel fees (including fees incurred in trial and appellate courts), payments, expenses and liabilities whatsoever which you may sustain or incur as a result of the original letter of credit being lost, stolen or destroyed. This indemnity request covers your actions for either number 1, 2 or both from above. We warrant also to return directly to you the original letter of credit if recovered and to deem this returned instrument null and void.

Beneficiary's Authorized Signature

Signature verified by Bank or Notary Public

**TOWN OF YUCCA VALLEY**  
**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Lesley Copeland, Town Clerk

**Date:** July 22, 2015  
**Meeting Date:** August 4, 2015

**Subject:** Second Reading and Adoption of Ordinance No. 256

**Recommendation**

That the Town Council Adopts Ordinance 256.

**Prior Council Review**

The Town Council introduced the Ordinance at the July 7, 2015 meeting.

**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 process of adopting an ordinance is a two-step process, requiring that the Town Council first introduce the ordinance and then adopt the item at a separate meeting, with appropriate public noticing prior to the second reading. The ordinance was introduced at the Town Council meeting held on July 7, 2015 and was duly noticed on July 16, 2015. This is the second reading of the proposed ordinance.

The Town of Yucca Valley proposed Ordinance No. 256 amends code sections of Chapter 9.50 Home Occupation Permits of Article 3 General Development Standards of Title 9 of the Yucca Valley Development Code, adding an additional Classification of Home Occupations, Class 5 (V)-Artist/Art Studio Exemption. Artists / Art Studios shall be exempt from the Home Occupation Permit requirement, subject to certain standards.

**Alternatives**

Staff recommends no alternatives.

**Fiscal Impact**

Costs for preparation of these materials are included in the annual operating budget, including both staff and legal counsel costs.

### **Attachments**

**ORDINANCE NO. 256**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF  
YUCCA VALLEY, CALIFORNIA, AMENDING CHAPTER 9.50, HOME  
OCCUPATION PERMITS, OF ARTICLE 3, GENERAL DEVELOPMENT  
STANDARDS, OF TITLE 9, YUCCA VALLEY DEVELOPMENT CODE**

WHEREAS, the Morongo Basin Arts Council made a presentation to the Town's Parks, Recreation and Cultural Commission on May 12, 2015; and

WHEREAS, the Parks, Recreation and Cultural Commission supports the Morongo Basin Arts Council through their recommended action of: **Motion:** Commissioner Quander moved to direct staff to support the Morongo Basin Cultural Arts Council ~ Hwy 62 Open Studio Art 2015 Tour in the form of a donation of in kind marketing services through inclusion in the Town Fall/ Winter Activities Guide and on the Town's website. Commissioner Silver seconded. Motion carries 4-0-1-0 on a roll call vote. ; and

WHEREAS, the Town's Hi Desert Nature Museum sponsors and provides programs designed for art and artists, such as the Kids EdVentures Be A Painter Program; and

WHEREAS, the Hi Desert Nature Museum sponsors, partners and provides other opportunities for arts and culture within the Town and the Morongo Basin including for example:

- **“Reduce, Reuse, Recycle” and the Morongo Basin Cultural Arts Council “Wild Creature of the Desert” Show:**  
January 24 - April 30, 2014
- **Yucca Valley High School Art Show**  
May 1 – May 24, 2014
- **Morongo Basin Arts Council “Art Tours Collective Show” Exhibition**  
October 3 – November 29, 2014
- **“Reduce, Reuse, Recycle” and Morongo Basin Cultural Arts Council “Desert Moods” Show**  
March 5 – April 25, 2015
- **“Copper Mountain College Student Art Show”**  
May 1 – May 30, 2015

WHEREAS, the Town's Parks and Recreation Master Plan identifies numerous issues that identify the importance of arts within the Town and the Morongo Basin including:

- Yucca Valley has a rich and diverse cultural environment;
- There is a significant population of artists and musicians in the Morongo Basin.

WHEREAS, an analysis of Yucca Valley's cultural strengths and assets, confirmed by the stakeholder interviews and surveys conducted during the Master Plan process are:

- The abundance of local creative talent;
- A population interested in arts education;
- A vibrant music and art scene in the region;
- Local Leaders with a desire to enhance cultural programming;
- A diverse number of private sector commercial art establishments; and

WHEREAS, the Parks and Recreation Master Plan provides a summary of recommended strategies for meeting future cultural needs as follows:

- Market Yucca Valley as a major center known for quality arts offering;
- Increase media participation in marketing cultural arts in Yucca Valley;
- Work to increase public awareness of the value of arts and culture in Yucca Valley and the region;
- Work to coordinate organizational development efforts of the community arts organizations; and

WHEREAS, the Parks and Recreation Master Plan states:

Finally, this chapter concludes that the key to successfully implementing the Cultural Component will be the Town's ability to develop greater resources within public and private sectors to support the arts. The Town will have to broaden partnerships beyond Town boundaries to become a part of the regional arts community. The Town will need to work to support the efforts of Yucca Valley's Arts Organizations to help them sustain each other through collaborations and by sharing information, resources, and facilities; and

WHEREAS, the Town Council believes that arts and culture are important to the foundation of the Town cultural, economic and social base, it therefore seeks to facilitate accessible arts and cultural opportunities to its residents and visitors alike; and

WHEREAS, there are numerous artists within the Town of Yucca Valley that participate in the Highway 62 Open Studio Arts Tour; and

WHEREAS, the Town Council desires to expand the presence of artists within the Town in its efforts to continue expanding the artist industry as part of the Town’s cultural, economic and social base; and

WHEREAS, the Town Council seeks to help anchor the diverse creative sector that enriches the Town’s cultural, social and economic base, and seeks to promote the Town as an artistic destination; and

WHEREAS the Town Council seeks to support the Morongo Basin Cultural Art Council’s mission “to inspire and enliven the community through the arts, and to enhance the cultural and economic health of the region; Building community through the arts, the Arts Council continues to be a leading source of information, inspiration and energy for artists and patrons throughout the Morongo Basin and beyond.”

WHEREAS, the Town Council desires to encourage participation in the Highway 62 Open Studio Art Tours as it believes the Tours bring valuable enhancements to the community including artistic expression, tourism and economic opportunities to the community.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DOES ORDAIN AS FOLLOWS.

**Section 1:** Chapter 9.50 of Article 3, General Development Standards, of Title 9, Yucca Valley Development Code, is hereby repealed and restated in its entirety.

---

#### Chapter 9.50 Home Occupation Permits

---

##### Sections

- 9.50.010 – Purpose and Applicability
- 9.50.020 – Classes of Home Occupations Described
- 9.50.030 – Development Standards
- 9.50.040 – Review
- 9.50.050 – Renewal
- 9.50.060 - Amendment
- 9.50.070 - Revocation
- 9.50.080 – Appeal

##### **9.50.010 Purpose and Applicability**

- A. Purpose.** The purpose of this Section is to establish regulations allowing for the operation of certain business activities in single and multi-family residential neighborhoods. The standards and requirements are intended to ensure that home occupation operations do not alter the character of any residential neighborhood, or create impacts or activities that are not typically and commonly associated with residential neighborhoods. It is the intent of

this Section to allow for business uses that are accessory and incidental to the primary purpose of residential zones, which is that of providing a habitable dwelling for the owner or occupant as the primary use of the residential dwelling unit.

- B. Applicability.** The provisions in this Section shall apply to home occupations as defined in Article 7, Definitions and where allowed in compliance within this Article and the following standards. A home occupation shall only be allowed as an accessory use on a parcel with a legal residential dwelling unit.

A Home Occupation is defined as “a business activity conducted in compliance with this Chapter, carried out by an occupant and conducted as an accessory use within the primary dwelling unit, an accessory structure or approved outdoor activity”.

#### **9.50.020. Classes of Home Occupations Described**

- A.** Home occupations are business uses that are accessory and incidental to a residential land use and do not alter the character or the appearance of the residential environment or neighborhood.
- B.** No person shall engage in a home occupation without first obtaining a Home Occupation Permit from the Planning Division consistent with the requirements of this Chapter, unless otherwise exempt. In addition, the operator of the home occupation shall procure a Business Registration in compliance with Municipal Code Chapter 5.20 (Business Registration Certificate), including home occupations that are exempt from permitting.

##### **1. Class I, Exempt from Permitting**

Class I Home Occupations shall have no impact on the neighborhood in which they are located. Work is performed exclusively by phone and mail, or over the internet, and/or the activity is limited so that there are no impacts on the neighborhood. Class I Home Occupations are allowed in any residential zoning district.

These uses include telecommuting and internet or electronic based businesses, or other similar activities that are not visible from the exterior of the residential structure, and do not involve customers to the site, employees, or any structural alteration.

In addition, no permit is required for home based businesses where no business activity takes place other than the scheduling of appointments or paperwork, there are no customers received at the residence, the exterior of the property is not modified for the business and there is no outdoor storage of materials or vehicles, except as normally associated with and allowed in a residential area. These business activities include, but are not limited to, contractors, housecleaning, carpet cleaning, mobile carwash or gardeners.

Class I Development Standards:

1. No customers or clients shall visit the residence
2. All employees shall be members of the resident family and shall reside on the premises.

**2. Class II, No Hearing Required.**

Class II Home Occupations may have a limited impact on the neighborhood in which they are located. Class II Home Occupations shall be allowed in the Residential Single Family (RS), Rural Living (RL) and Rural Hillside Reserve (R-HR) zoning districts.

Subject to the authority and discretion of the Director, Home occupations that meet the following standards, after appropriate application and subject to a field investigation, may be permitted without notice or a hearing. Alternatively, the Director may schedule a hearing or forward the matter to the Commission for action. The Director may establish any other special condition of approval for any Home Occupation Permit as necessary to carry out the intent of this subsection.

Class II Development Standards:

1. There may sales of products on the premises.
2. A maximum of three customers or clientele per day may visit the residence.
3. All employees, except one, shall be members of the resident family and shall reside on the premises.
4. Operating hours of a home occupation in which there are customers visiting the site shall be between the hours of 9:00 a.m and 5:00 p.m. Operating hours of all other home occupations requiring a permit shall be between the hours of 7:00 a.m. and 7:00 p.m.
5. There shall be no outdoor home occupation activity, and screened outdoor storage of material shall be limited to 10% of the lot area.

**3. Class III, Notice and Hearing Required**

Class III Home Occupations may have a limited impact on the neighborhood in which they are located but are also slightly more intense than Class II in that they may involve outdoor storage of material and/or outdoor home occupation activities that do not impact the neighborhood. Class III Home Occupations are permitted in the Rural Living (RL) and Rural Hillside Reserve (R-HR) zoning districts.

Class III Home Occupations shall be subject to notice and hearing. The Commission is the review authority, and the Commission may forward the application to the Council for consideration.

Class III Development Standards:

1. There may be sales of products on the premises.
2. Customers may visit the residence and then only by appointment. This is restricted to a single appointment at a time. The monthly average of the total trip count for business activities shall not exceed 12 trips per day in all zoning districts.
3. All employees, except two, shall be members of the resident family and shall reside on the premises.
4. Operating hours of a home occupation in which there are sales on the premises or customers visiting the site shall be between the hours of 9:00 a.m and 5:00 p.m. Operating hours of all other home occupations requiring a permit shall be between the hours of 7:00 a.m. and 7:00 p.m.
5. Lots in the Rural Living (RL) and Hillside Reserve (R-HR) zoning districts that are one acre or larger shall be permitted outdoor business activity or screened outdoor storage of materials subject to review and approval by the Commission.

**4. Class IV, Conditional Use Permit.**

Home Occupations which may exceed the standards provided in (B) (2) or (3) may be approved subject to the review and approval of a Conditional Use Permit by the Commission.

**5. Class V, Artist /Art Studio Exemption.**

Artists /Artist studios shall be exempt from the Home Occupation Permit requirement, subject to the following standards

- a. A maximum of two customers or two students per week may visit the residence.
- b. All employees shall be members of the resident family and shall reside on the premises.
- c. Outdoor storage of material and/or outdoor home occupation activity shall be limited to 10 percent of the lot area and shall be completely screened from public view.
- d. Artist Studios within this Class shall be permitted to participate in Art Studio Tours and similar programs as they occur in Yucca Valley and the Morongo Basin.

The following definitions shall apply:

- i) **ART OR ART WORK:** An original creation of an aesthetic nature in any variety of media produced by an artist and which may include creating, constructing or assembling sculptures, crafts, mixed media, performing arts, stone, masonry, electronic arts, murals, painting, photography and original works of graphic art, glass, mosaics, or any combination or forms of media, furnishings or fixtures. Art includes art related uses such as industrial arts and crafts uses, including, but not limited to, framing, jewelry making, metallurgy, pottery, sculpture, specialty sewing/monogramming, and weaving. Art or art work as defined herein may be permanent, fixed, temporary or portable, may be an

integral part of a building, facility, or structure, and may be integrated with the work of other design professionals.

Art shall further be defined as the creative application of a specific skill that does not primarily serve a functional use (including but not limited to: vehicles, helicopters, weapons, functioning firearms, cottage foods, fishing and hunting gear, knives) that prevails over the artistic, aesthetic or decorative quality of the end project.

- ii) ARTIST STUDIO: A property combining working and living space, in which original works of art are created and the primary use of the property is residential.

**TABLE 3-26:  
PERMITTED LAND USES AND PERMIT REQUIREMENTS  
FOR RESIDENTIAL ZONING DISTRICTS**

<b>Zoning Districts: R-HR: Rural Hillside Reserve RL: Rural Living RS: Residential Single Family RM: Residential Multi Family</b>					
<b>Permit Required CUP: Conditional Use Permit SPR: Site Plan and Design Review HOP: Home Occupation Permit SUP: Special Use Permit E: Exempt NP: Prohibited</b>					
<b>Type of Use</b>	<b>Permit Required by Zoning District</b>				<b>Notes and Other Regulations</b>
	<b>R-HR</b>	<b>RL</b>	<b>RS</b>	<b>RM</b>	
<b>Care Uses</b>					
Child Day Care (small family)	E	E	E	NP	Eight or fewer children, pursuant to Residential District Standards, Section 9..08.040
Child Day Care (large family)	SUP	SUP	SUP	NP	Nine to fourteen children, pursuant to Residential District Standards, Section 9..08.040
Child Day Care Center	CUP	CUP	CUP	NP	Fifteen or more children, pursuant to Section 9..08.040
Homeless Shelter	NP	NP	NP	NP	Including Transitional and supportive uses.
Social Care Facility, Six or Fewer	E	E	E	E	Includes but is not limited to elderly care and sober living facilities. Pursuant to Residential District Standards Section 9..08.090
Social Care Facility, Seven or More	CUP	CUP	CUP	NP	Includes but is not limited to elderly care and sober living facilities See Section 9..08.090 (/Residential/Social Care Facilities)
<b>Agriculture, Animal Related, and Open Space Uses</b>					

**TABLE 3-26:  
PERMITTED LAND USES AND PERMIT REQUIREMENTS  
FOR RESIDENTIAL ZONING DISTRICTS**

<b>Zoning Districts: R-HR: Rural Hillside Reserve RL: Rural Living RS: Residential Single Family RM: Residential Multi Family</b>					
<b>Permit Required CUP: Conditional Use Permit SPR: Site Plan and Design Review HOP: Home Occupation Permit SUP: Special Use Permit E: Exempt NP: Prohibited</b>					
<b>Type of Use</b>	<b>Permit Required by Zoning District</b>				<b>Notes and Other Regulations</b>
	<b>R-HR</b>	<b>RL</b>	<b>RS</b>	<b>RM</b>	
Animal Care Facility	NP	NP	NP	NP	Including, but not limited to animal hospitals, veterinarian, pet stores, and grooming.
Community Gardens	HOP	HOP	NP	NP	
Equestrian Facility	SUP	SUP	NP	NP	
Feed and Tack	NP	NP	NP	NP	
Horticulture for private use, including growing fruit, flowers, ornamental plants and vegetables	E	E	E	E	Permitted as a use that is incidental to the primary use
Agriculture for commercial use not including animal husbandry or stockyards	CUP	CUP	NP	NP	Including but not limited to row, field, tree, and nursery crop cultivation
Kennels and Catteries (over 15 animals)	NP	NP	NP	NP	
Livestock Operations	NP	NP	NP	NP	
Natural Resources Development	NP	NP	NP	NP	
Nature Preserve	NP	NP	NP	NP	
Nursery/Garden Supply (with outdoor display)	NP	NP	NP	NP	

**TABLE 3-26:  
PERMITTED LAND USES AND PERMIT REQUIREMENTS  
FOR RESIDENTIAL ZONING DISTRICTS**

<b>Zoning Districts: R-HR: Rural Hillside Reserve RL: Rural Living RS: Residential Single Family RM: Residential Multi Family</b>					
<b>Permit Required CUP: Conditional Use Permit SPR: Site Plan and Design Review HOP: Home Occupation Permit SUP: Special Use Permit E: Exempt NP: Prohibited</b>					
<b>Type of Use</b>	<b>Permit Required by Zoning District</b>				<b>Notes and Other Regulations</b>
	<b>R-HR</b>	<b>RL</b>	<b>RS</b>	<b>RM</b>	
Nursery/Garden Supply (without outdoor display)	NP	NP	NP	NP	
<b>Retail Commercial Uses</b>					
Ammunition Sales	NP	NP	NP	NP	
Antique/Second Hand Stores	NP	NP	NP	NP	
Adult-Oriented Business	NP	NP	NP	NP	
Appliance Sales and Home Goods (no repair)	NP	NP	NP	NP	
Auto and Vehicle Sales and Rentals and Parts Sales	NP	NP	NP	NP	
Building and Landscape Materials Sales (indoor)	NP	NP	NP	NP	
Building and Landscape Materials Sales (outdoor)	NP	NP	NP	NP	
Convenience Store	NP	NP	NP	NP	
Construction and Heavy Equipment Sales and Rentals	NP	NP	NP	NP	

**TABLE 3-26:  
PERMITTED LAND USES AND PERMIT REQUIREMENTS  
FOR RESIDENTIAL ZONING DISTRICTS**

<b>Zoning Districts: R-HR: Rural Hillside Reserve RL: Rural Living RS: Residential Single Family RM: Residential Multi Family</b>					
<b>Permit Required CUP: Conditional Use Permit SPR: Site Plan and Design Review HOP: Home Occupation Permit SUP: Special Use Permit E: Exempt NP: Prohibited</b>					
<b>Type of Use</b>	<b>Permit Required by Zoning District</b>				<b>Notes and Other Regulations</b>
	<b>R-HR</b>	<b>RL</b>	<b>RS</b>	<b>RM</b>	
Farmers Market/Arts and Crafts Events	NP	NP	NP	NP	
Firearms Sales	HOP	HOP	NP	NP	
Fuel/Propane Dealer	NP	NP	NP	NP	
Grocery, Supermarket, Specialty Food Store, Drug Store	NP	NP	NP	NP	
Manufactured Home Sales	NP	NP	NP	NP	
Boat and Recreational Vehicle Sales	NP	NP	NP	NP	
Pawn Shop	NP	NP	NP	NP	
Retail Store (less than 80,000 sf)	NP	NP	NP	NP	
Retail Store (80,000 or greater sf)	NP	NP	NP	NP	
Seasonal Holiday Sales Facilities	NP	NP	NP	NP	
Swap Meet, Outdoor Market, Auction Yard (permanent)	NP	NP	NP	NP	

**TABLE 3-26:  
PERMITTED LAND USES AND PERMIT REQUIREMENTS  
FOR RESIDENTIAL ZONING DISTRICTS**

**Zoning Districts:** R-HR: Rural Hillside Reserve RL: Rural Living  
RS: Residential Single Family RM: Residential Multi Family

**Permit Required** CUP: Conditional Use Permit SPR: Site Plan and Design Review  
HOP: Home Occupation Permit SUP: Special Use Permit  
E: Exempt NP: Prohibited

Type of Use	Permit Required by Zoning District				Notes and Other Regulations
	R-HR	RL	RS	RM	
Shopping Center (neighborhood, community, or regional),	NP	NP	NP	NP	
Warehouse Retail	NP	NP	NP	NP	
<b>Business, Financial, and Professional</b>					
ATM	NP	NP	NP	NP	
Financial Institution and Related Service	NP	NP	NP	NP	
Laboratory	NP	NP	NP	NP	
Office	HOP	HOP	HOP	NP	HOPs are required when customers or clients visit the residence. See also the exemption to the requirement of an HOP at section 9.50.020 above.

<b>Eating and Drinking Establishments</b>					
Bakery (retail), Coffee Shop and Similar Uses	NP	NP	NP	NP	
Bakery (delivery only)	HOP	HOP	HOP	NP	
Bar, Lounge, Nightclub, Tavern, and Pool Hall	NP	NP	NP	NP	
Catering Service	HOP	HOP	HOP	NP	
Cottage Food Operation	HOP	HOP	HOP	HOP	
Fast Food (w/drive through, delivery)	NP	NP	NP	NP	
Fast Food (w/o drive through, delivery)	NP	NP	NP	NP	
Full Service Restaurant	NP	NP	NP	NP	
<b>Commercial Service Uses</b>					
Ambulance Service	NP	NP	NP	NP	
Appliance Sales, Service, Repair, and Rental	NP	NP	NP	NP	
Automobile Gas Station	NP	NP	NP	NP	
Automobile Service/Repair (minor repair, maintenance, upholstery, painting)	NP	NP	NP	NP	
Automobile Service/Repair (major repair/body work)	NP	NP	NP	NP	
Automobile Washing (car wash)	NP	NP	NP	NP	
Barber, Beauty Shop, and other Similar Personal Service Uses	HOP	HOP	HOP	NP	
Printing and Duplication Services	HOP	HOP	HOP	NP	

Equipment Sales, Service, Repair, and Rental	NP	NP	NP	NP	
Fitness Center	NP	NP	NP	NP	
Fortune Telling and Related Service	HOP	HOP	HOP	NP	
Funeral Service (excluding crematorium)	NP	NP	NP	NP	
Funeral Service (including crematorium)	NP	NP	NP	NP	
Laundry and Dry Cleaning	NP	NP	NP	NP	
Locksmith	HOP	HOP	HOP	NP	
Maintenance and Repair, General (Minor)	HOP	HOP	NP	NP	
Maintenance and Repair (Major)	NP	NP	NP	NP	
Massage Establishment	NP	NP	NP	NP	
Personal Trainer	HOP	HOP	HOP	NP	Customers or clients visiting the residence
Studio (dance, music, martial arts, artists)	HOP	HOP	HOP	NP	Unless exempt per section 9.50.020
Tattoo and Piercing	NP	NP	NP	NP	
<b>Commercial Recreation</b>					
Amusement Arcade or Park	NP	NP	NP	NP	
Carnivals/Circuses/Festivals/ Fairs	NP	NP	NP	NP	
Campgrounds	NP	NP	NP	NP	
Concerts, Open-Air Theaters, Outdoor Entertainment Events	NP	NP	NP	NP	

Game Arcade, Internet Café, and Similar Businesses	NP	NP	NP	NP	
Golf Course	NP	NP	NP	NP	
Hookah Lounge	NP	NP	NP	NP	
Parks/ Recreation Facilities	NP	NP	NP	NP	
Private Clubs and Lodges	NP	NP	NP	NP	
Recreation and Entertainment (commercial indoor and outdoor)	NP	NP	NP	NP	
Recreational Vehicle Park	NP	NP	NP	NP	
<b>Industry, Manufacturing and Processing, Wholesaling</b>					
Construction/Contract or Storage Yard	NP	NP	NP	NP	
Hazardous Waste Operations	NP	NP	NP	NP	
Manufacturing Operations	NP	NP	NP	NP	
Motor Vehicle Storage/Impound Facility	NP	NP	NP	NP	
Recycling Facility (small collection facility)	NP	NP	NP	NP	
Recycling Facility (processing facility)	NP	NP	NP	NP	
Research and Development	NP	NP	NP	NP	
Salvage Facility	NP	NP	NP	NP	
Storage – Mini-Storage (personal storage)	NP	NP	NP	NP	
Storage (outdoor vehicles storage)	NP	NP	NP	NP	

Welding and machining	NP	NP	NP	NP	
Wholesaling and Distribution	NP	NP	NP	NP	
<b>Transportation, Communications, and Infrastructure</b>					
Communication Facility	NP	NP	NP	NP	Including, but not limited to, radio and television stations or towers, satellite receiving stations, but not wireless telecommunication facilities
Wireless Telecommunication Facilities	CUP	CUP	CUP	CUP	Pursuant to Chapter 9.44(Wireless Communications Facilities)
Parking Lot	NP	NP	NP	NP	
Public/Government Facilities	NP	NP	NP	NP	
Public Safety Uses (permanent)	NP	NP	NP	NP	
Solar Energy Systems (accessory )	P	P	P	P	See Section 9.45.010 (Solar Energy Systems)
Solar Energy Systems (Commercial /primary use )	NP	NP	NP	NP	
Transmission utility lines, pipelines, and control stations	NP	NP	NP	NP	
Utilities (major)	NP	NP	NP	NP	
Wind Energy System (accessory)	SPR	SPR	SPR	SPR	See Section 9.46.010 ( Wind Energy System)
Wind Energy System (Commercial /primary use)	NP	NP	NP	NP	
<b>Other Uses</b>					
Archery and Gun Ranges (Indoor)	NP	NP	NP	NP	
Archery and Gun Ranges (Outdoor)	NP	NP	NP	NP	

Bed and Breakfast	SUP	SUP	SUP	NP	See Section 9.08.030 (Bed and Breakfast)
Cemeteries, Including Pet Cemeteries	NP	NP	NP	NP	
Churches, Religious Assembly, and Other Public Assembly	NP	NP	NP	NP	
Conference Centers and Group Camps	NP	NP	NP	NP	
Correctional Institution	NP	NP	NP	NP	
Emergency Facilities (temporary)	NP	NP	NP	NP	
Hotels and Motels	NP	NP	NP	NP	
Hospitals/Medical/ Rehabilitation Centers/Clinics	NP	NP	NP	NP	
Medical and Dental Offices, clinics, laboratories	NP	NP	NP	NP	
Medical Marijuana Dispensary	NP	NP	NP	NP	
Museum, Library, Art Gallery, Outdoor Exhibit	NP	NP	NP	NP	
Schools (private, vocational, charter, and other)	NP	NP	NP	NP	Not to include home schooling

**9.50.030 Development Standards.**

Unless otherwise provided in this Chapter 9.50, all home occupations shall comply with all of the following conditions of approval at all times:

1. No dwelling or accessory structure shall be built, altered, furnished or decorated for the purpose of conducting the home occupation in such a manner as to change the residential character and appearance of the dwelling, or in such a manner as to cause the structure to be recognized as a place where a home occupation is conducted;
2. There shall be no displays, sale, or advertising signs on the premises;
3. There shall be no signs other than one unlighted identification sign containing the name and address of the owner attached to the building not exceeding two square feet in area per street frontage;
4. All maintenance or service vehicles and equipment, or any vehicle bearing any advertisement, shall be in conformance with Town regulations regarding vehicle signs;
5. The home occupation shall not encroach into any required parking, setback, or open space area and required covered parking shall not be altered for the purpose of conducting the home occupation.
6. There shall be no outdoor home occupation activity or outdoor storage of stock, merchandise, scrap supplies, or other materials or equipment on the premises, except as approved by the Commission, unless exempt.
7. Any storage of hazardous, toxic, or combustible materials in amounts exceeding those typically found in residential uses shall be prohibited;
8. There shall be complete conformity with Fire, Building, Plumbing, Electrical, and Health Codes and to all applicable State and Town laws and ordinances. Activities conducted and equipment or material used shall not change the fire safety or occupancy classification of the premises;
9. No home occupation shall generate pedestrian or vehicular traffic in excess of that customarily associated with a residential use and the neighborhood in which it is located;
10. No home occupation shall be initiated until a current business registration certificate is obtained, including home occupations that are exempt from permitting;
11. A Home Occupation Permit shall not be transferable to another person or property;

12. No use shall create or cause noise in excess of noise standards established for residential zoning districts, dust, light, vibration, odor, gas, fumes, toxic or hazardous materials, smoke, glare, electrical interference, or other hazards or nuisances;
13. Public advertising shall only list phone number, operators name, post office box and description of business. Business address or location shall not be included in any public advertising.
14. Parking shall comply with the requirements of Chapter 9.33. One additional parking space shall be provided for each non-resident employee.
15. If the home occupation is to be conducted on rental property, written permission from the property owner shall be submitted.

#### **9.50.040 Review.**

The Review Authority shall review all applications for a Home Occupation Permit to determine if the proposed use is consistent with the provision of this Chapter. If all standards are met after complying with the noticing provisions of Section 9.75, the review authority shall make the following findings prior to issuance of the permit;

1. That the proposed use is not prohibited;
2. That the proposed use will comply with all applicable standards;
3. That the issuance of the Home Occupation Permit will not be detrimental to the public health, safety, and general welfare;
4. That the proposed use will be consistent with any applicable specific plan.
5. That the proposed use will not alter the character of the neighborhood and will not induce physical or socioeconomic changes to the neighborhood that are inconsistent with the goals and objectives of the General Plan, and the Development Code, and that do not create characteristics more closely associated with commercial, office or industrial land use activities.

#### **9.50.050 Home Occupation Permit Renewal**

Home Occupation Permits are approved for a period of three (3) years. The Director shall be the review authority for all home occupation permits renewals, without notice or hearing.

#### **9.50.060 Home Occupation Permit Amendment**

Refer to Article 5, Chapter 9.83 Permit Amendments

**9.50.070. Home Occupation Permit Revocation**

Refer to Article 5, Chapter 9.84 Permit Revocation

**9.50.080. Appeal.**

Refer to Article 5, Chapter 9.81 Appeals

**Section 2. Severability:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Town Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

**Section 3. Certification; Publication:** The Town Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the Town of Yucca Valley, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the Town Clerk in accordance with Government Code § 36933.

**Section 4. Effective Date:** This Ordinance shall become effective thirty (30) days from its adoption.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

ATTEST:

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Sharon Cisneros, Finance Manager

**Date:** July 28, 2015  
**Meeting Date:** August 4, 2015

**Subject:** Warrant Registers

**Recommendation:**

Ratify the Warrant Registers totaling \$1,156,926.76 for checks dated June 25, 2015 through July 23, 2015.

Ratify the Payroll Registers totaling \$457,491.72 dated June 19, 2015 through July 2, 2015.

**Order of Procedure**

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

**Attachments:**

- Payroll Register No 50 - June 19 2015
- Payroll Register No 52 - July 02 2015
- Warrant Register Summary No 53 - June 25, 2015
- Detail Warrant Register No 53 - June 25, 2015
- Warrant Register Summary No 1 - July 9, 2015
- Detail Warrant Register No 1 - July 9, 2015
- Payroll Register No 2 - July 17 2015
- Warrant Register Summary No 3 - July 8, 2015
- Detail Warrant Register No 3- July 8, 2015
- Warrant Register Summary No 5 - July 21, 2105
- Detail Warrant Register No 5 - July 21, 2015
- Warrant Register Summary No 7 - July 23, 2015
- Detail Warrant Register No 7 - July 23, 2015

**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER #50**  
**CHECK DATE - June 19, 2015**

Fund Distribution Breakdown

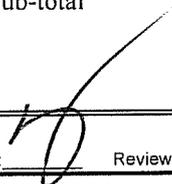
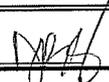
**Fund Distribution**

General Fund	\$153,290.55
Gas Tax Fund	12,031.71
<b>Grand Total Payroll</b>	<u><u>\$165,322.26</u></u>

Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 

Attachment: Payroll Register No 50 - June 19 2015 (1137 : Warrant Registers)

**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
 Pay Period 50 - Paid 06/19/2015  
 (May 30, 2015 - June 12, 2015)  
 Checks: 5074 - 5082

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$2,980.38		\$2,980.38
Direct Deposit	85,165.69	-	85,165.69
Sub-total	88,146.07		88,146.07
<b><u>Employee Tax Withholding</u></b>			
Federal	15,494.44		15,494.44
Medicare	1,714.51	1,714.51	3,429.02
SDI - EE	-	-	-
State	5,294.33		5,294.33
Sub-total	22,503.28	1,714.51	24,217.79
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Misc. Payroll Adjustment Credit's	-	148.61	148.61
Deferred Compensation	3,953.21	3,395.15	7,348.36
PERS Survivor Benefit	48.00		48.00
Health Café Plan	1,063.79	11,867.93	12,931.72
American Fidelity Pre-Tax	165.09		165.09
American Fidelity After-Tax	-		-
American Fidelity-FSA	414.53		414.53
PERS EE - Contribution 6.25 %	628.34		628.34
PERS EE - Contribution 7%	1,037.02		1,037.02
PERS EE - Contribution 8%	4,811.19		4,811.19
PERS Retirement - Employer 6.25 %	-	628.34	628.34
PERS Retirement - Employer 7.846 %	-	1,185.92	1,185.92
PERS Retirement - Employer 18.586 %	-	12,476.05	12,476.05
Wage Garnishment - Employee	11.54		11.54
Life & Disability Insurance		1,089.50	1,089.50
Other Post Employee Benefit's		3,308.34	3,308.34
Unemployment Insurance		2,046.95	2,046.95
Workers' Compensation		4,678.90	4,678.90
Sub-total	12,132.71	40,825.69	52,958.40
<b>Gross Payroll</b>	<b>\$122,782.06</b>	<b>\$42,540.20</b>	<b>\$165,322.26</b>
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

Attachment: Payroll Register No 50 - June 19 2015 (1137 : Warrant Registers)

**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER #52**  
**CHECK DATE - July 02, 2015**

Fund Distribution Breakdown

**Fund Distribution**

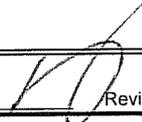
General Fund	\$132,058.69
Gas Tax Fund	11,205.88
<b>Grand Total Payroll</b>	<u><u>\$143,264.57</u></u>

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

Attachment: Payroll Register No 52 - July 02 2015 (1137 : Warrant Registers)

**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
 Pay Period 52 - Paid 07/02/2015  
 (June 13, 2015 - June 26, 2015)  
 Checks: 5083 - 5089

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$2,986.63		\$2,986.63
Direct Deposit	72,642.97	-	72,642.97
Sub-total	75,629.60		75,629.60
<b><u>Employee Tax Withholding</u></b>			
Federal	12,748.86		12,748.86
Medicare	1,420.63	1,420.62	2,841.25
SDI - EE	-	-	-
State	3,755.29		3,755.29
Sub-total	17,924.78	1,420.62	19,345.40
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Misc. Payroll Credit's	-	-	-
Deferred Compensation	3,124.99	1,100.81	4,225.80
PERS Survivor Benefit	38.00		38.00
Health Café Plan	1,063.79	11,745.37	12,809.16
American Fidelity Pre-Tax	165.09		165.09
American Fidelity After-Tax	-		-
American Fidelity-FSA	414.53		414.53
PERS EE - Contribution 6.25 %	601.71		601.71
PERS EE - Contribution 7%	1,120.77		1,120.77
PERS EE - Contribution 8%	4,834.25		4,834.25
PERS Retirement - Employer 6.25 %	-	601.71	601.71
PERS Retirement - Employer 7.846 %	-	1,281.70	1,281.70
PERS Retirement - Employer 18.586 %	-	12,535.80	12,535.80
Wage Garnishment - Employee	155.37		155.37
Life & Disability Insurance		1,132.55	1,132.55
Other Post Employee Benefit's		2,668.68	2,668.68
Unemployment Insurance		1,736.13	1,736.13
Workers' Compensation		3,968.32	3,968.32
Sub-total	11,518.50	36,771.07	48,289.57
<b>Gross Payroll</b>	<b>\$105,072.88</b>	<b>\$38,191.69</b>	<b>\$143,264.57</b>
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

Attachment: Payroll Register No 52 - July 02 2015 (1137 : Warrant Registers)

# WARRANT REGISTER # 53 CHECK DATE - JUNE 25, 2015

## FUND DISTRIBUTION BREAKDOWN

Checks # 46905 to # 46979 are valid

GENERAL FUND # 001	\$77,886.77
CENTRAL SUPPLIES FUND # 100	\$862.95
CUP DEPOSITS FUND # 200	\$2,393.82
COPS LLESA FUND # 511	\$64.99
STREET MAINTENANCE FUND # 515	\$6,507.91
MEASURE I 2010-2040 REGIONAL FUND # 520	\$124,198.63
MEASURE I 2010 - 2040 FUND	\$935.28
CMAQ FUND # 542	\$50.00
CAPITAL PROJECTS FUND # 800	\$5,206.48
<b>GRAND TOTAL</b>	<b><u>\$218,106.83</u></b>

Prepared by Shirlene Doten, Accounting Technician III SD

Reviewed by Sharon Cisneros, Finance Manager SC

Attachment: Warrant Register Summary No 53 - June 25, 2015 (1137 : Warrant Registers)

## Town of Yucca Valley

## Warrant Register

June 25, 2015

Fund	Check #	Vendor	Description	Amount
001		GENERAL FUND		
	46906	Action Pumping, Inc.	Septic Maintenance Service	\$ 305.00
	46906	Action Pumping, Inc.	Septic Maintenance Service	610.00
	46907	Aleshire & Wynder, LLC	05/15 Professional Services	14,187.64
	46908	Alliant Insurance Services	Liability Insurance	1,314.00
	46909	AlSCO/American Linen, Inc.	Facilities Uniform Service	285.49
	46910	Avalon Urgent Care	Medical Services	440.00
	46911	Debra Breidenbach-Sterling	Mileage Expense	98.90
	46912	Builders Supply-Yucca Valley	Maintenance Supplies	60.30
	46913	CDW Government, Inc.	Technology Expense	103.08
	46914	Charley's Muffler Service	Vehicle #14 Repair	892.20
	46915	Checkered Flag Auto Spa	Vehicle Maintenance	50.85
	46916	Companion Animal Clinic	Veterinary Services	500.00
	46917	Lesley Copeland	Mileage Reimbursement	140.30
	46918	Corelogics Information Solutions	Online Property Search Svcs.	165.00
	46919	Data Ticket	Citation Processing Service	300.00
	46921	Desert Arc	Park Maintenance Service	4,217.83
	46922	Shirlene Doten	Mileage Reimbursement	29.33
	46923	Farmer Bros. Co.	Office Supplies	273.75
	46924	FedEx	Delivery Service	37.97
	46925	Angela Flores	Special License Refund	133.00
	46926	Fred's Tires	Vehicle #11 Fleet Tires	190.01
	46929	Hajoca Corporation	Maintenance Supplies	434.15
	46930	Hi-Desert Glass	Facilities Maintenance	176.84
	46931	Hi-Desert Water	Water Service	300.74
	46932	Hi-Desert Publishing	Advertising	1,172.00
	46933	Hill's Towing	Vehicle #21 Tow Service	55.00
	46934	Jacobsen West	Parks Equipment	71.88
	46935	Johnson Lift/Hyster	Vehicle #62 Repair	374.45
	46936	KCDZ-FM	Public Workshop Advertising	200.00
	46937	Knorr Systems, Inc.	YVHS Pool Supplies	376.35
	46938	Koff & Associates	Classification Study	1,650.00
	46939	Bob Lombardo	Mileage Expense	382.95
	46940	National Band & Tag	Animal Shelter Supplies	74.05
	46941	Navitas Lease Corp.	Shelter Phone Lease	527.19
	46942	Nichols Consulting	Professional Services	1,200.00
	46943	NRO Engineering	Engineering Services	2,750.00
	46944	Nu-Vue Window Films, Inc.	Animal Shelter Window Tinting	1,150.00
	46945	Oasis Office Supply, Inc.	Office Supplies	200.44
	46946	OnTrac	Delivery Service	7.18
	46947	Carl Otteson	Irrigation Testing Service	90.00
	46948	Public Agency Retirement Services	04/15 Trust Administrator Svcs.	320.35
	46949	Pool & Spa Center	YVHS Pool Supplies	119.25

Attachment: Detail Warrant Register No 53 - June 25, 2015 (1137 : Warrant Registers)

## Town of Yucca Valley

## Warrant Register

June 25, 2015

Fund	Check #	Vendor	Description	Amount
	46950	Rogers,Anderson, Malody & Scott	FY 14/15 Annual Audit Svs.	13,500.00
	46951	Reconyx, Inc.	Hyperfire Camera	462.70
	46952	Recreonics, Inc.	YVHS Pool Motor	4,178.78
	46953	Jessica Rice	Mileage Reimbursement	83.95
	46954	Right of Way, Inc.	Grubstake Days Traffic Control	2,054.20
	46955	Rippetoe Law, P.C.	Professional Services	201.45
	46956	Phillip Samaniego	Recreation Program Refund	400.00
	46957	Sargent Communications	Telephone Support Services	95.00
	46958	SBCO-Recorder	Filing Fees	161.00
	46959	SBCO-Clerk/Board of Supervisors	Filing Fee	50.00
	46960	SBCO - Information Services	05/15 Radio Access	2,144.37
	46961	SCE	Electric Service	6,315.00
	46963	So. Cal. Gas Co.	Natural Gas Service	13.00
	46964	Southwest Networks, Inc.	Technology Supplies	74.52
	46967	Trophy Express	Engraving Services	414.11
	46968	Unisource Worldwide, Inc.	Facilities Maintenance Supplies	2,534.18
	46969	Vagabond Welding Supply	YVHS Pool & Maint. Supplies	120.72
	46970	VCA Yucca Valley Animal Hospital	Veterinary Services	31.60
	46972	Walmart Community	Program Supplies	1,059.34
	46974	Woods Auto Repair	Vehicle Maintenance	689.64
	46975	Yellowmart	Safety Equipment	188.99
	46977	Yucca Valley Quick Lube, LLC	Fleet Oil Change Service	153.25
	46978	YV Chamber of Commerce	Partnership Agreement	7,228.41
	46979	Yucca Valley Auto Parts, Inc.	Parks Maintenance	70.09
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$ 77,886.77</b>
100 INTERNAL SERVICES FUND				
	46945	Oasis Office Supply, Inc.	Office Supplies	\$ 404.78
	46971	Valley Independent	Envelopes	458.17
<b>Total 100</b>	<b>INTERNAL SERVICES FUND</b>			<b>\$ 862.95</b>
200 DEPOSITS FUND				
	46924	FedEx	Delivery Service	\$ 39.82
	46932	Hi-Desert Publishing	Legal Advertising	792.00
	46943	NRO Engineering	Engineering Services	1,485.00
	46958	SBCO-Recorder	Filing Fees	27.00
	46959	SBCO-Clerk/Board of Supervisors	Filing Fee	50.00
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$ 2,393.82</b>
511 COPS LLESA FUND				
	46965	Time Warner Cable	06/17-07/16/15 Sheriff's Office	\$ 64.99
<b>Total 511</b>	<b>COPS LLESA FUND</b>			<b>\$ 64.99</b>

Attachment: Detail Warrant Register No 53 - June 25, 2015 (1137 : Warrant Registers)

**Town of Yucca Valley**  
**Warrant Register**  
**June 25, 2015**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
515 GAS TAX FUND				
	46909	Alsco/American Linen, Inc.	Streets Uniform Service	\$ 101.37
	46927	Gemini Specialized Machining	Vehicle #29 Repair	1,150.43
	46954	Right of Way, Inc.	Street Name Sign Hardware	1,428.84
	46966	Traffic Management, Inc.	Street Signs	2,059.56
	46969	Vagabond Welding Supply	Streets Maintenance Supplies	28.21
	46973	Garrett Ward	Asphalt Hauling Service	1,200.00
	46976	Yucca Rentals	Equipment Rental	539.50
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b>\$ 6,507.91</b>
520 MEASURE I 2010-2040 REGIONAL FUND				
	46920	DBX, Inc.	Dumosa Signal Project	\$ 124,198.63
<b>Total 520</b>	<b>MEASURE I 2010-2040 REGIONAL FUND</b>			<b>\$ 124,198.63</b>
524 MEASURE I 2010-2040 FUND				
	46962	Siemens Industry, Inc.	Signal Maintenance	\$ 935.28
<b>Total 524</b>	<b>MEASURE I 2010-2040 FUND</b>			<b>\$ 935.28</b>
542 CMAQ FUND				
	46959	SBCO-Clerk/Board of Supervisors	Filing Fee	\$ 50.00
<b>Total 542</b>	<b>CMAQ FUND</b>			<b>\$ 50.00</b>
800 CAPITAL PROJECTS FUND				
	46905	Accela, Inc.	06/15 Minute Traq Subscription	\$ 980.00
	46928	GM Business Interiors	Ergonomic Chairs	4,226.48
<b>Total 800</b>	<b>CAPITAL PROJECTS FUND</b>			<b>\$ 5,206.48</b>
<b>***</b>	<b>Total</b>			<b>\$ 218,106.83</b>

Attachment: Detail Warrant Register No 53 - June 25, 2015 (1137 : Warrant Registers)

**WARRANT REGISTER # 1  
CHECK DATE - JULY 9, 2015**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 47041 to # 47073 are valid:

GENERAL FUND # 001	\$598,636.30
INTERNAL SERVICE FUND # 100	\$3,883.61
CAPITAL PROJECTS RESERVE FUND # 800	\$3,930.00
<b>GRAND TOTAL</b>	<b><u><u>\$606,449.91</u></u></b>

Prepared by Shirlene Doten, Accounting Technician III SD  
Reviewed by Sharon Cisneros, Finance Manager SC

Attachment: Warrant Register Summary No 1 - July 9, 2015 (1137 : Warrant Registers)

## Town of Yucca Valley

## Warrant Register

July 9, 2015

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	47041	Builders Supply-Yucca Valley	Parks Maintenance Supplies	\$ 19.39
	47042	CCMF	FY 15/16 Membership Dues	400.00
	47043	Bart Davis	Summer Music Performance	2,000.00
	47044	Desert Regional Tourism Agency	FY 15/16 Partnership Agreement	11,250.00
	47045	Roland Gagne	Summer Music Sound Svs.	600.00
	47046	Roland Gagne	Summer Music Sound Svs.	600.00
	47047	Roland Gagne	Summer Music Sound Svs.	600.00
	47048	Roland Gagne	Summer Music Sound Svs.	600.00
	47049	Roland Gagne	Summer Music Sound Svs.	600.00
	47050	Roland Gagne	Summer Music Sound Svs.	600.00
	47052	Gov't Finance Officers Assoc.	FY 15/16 Membership Dues	190.00
	47054	Harrison Air Conditioning	Facilities Maintenance	110.00
	47055	Healthy Generations	FY 15/16 Partnership Agreement	3,200.00
	47056	Mike Heil	Summer Music Performance	1,400.00
	47057	Hi-Desert Water	Water Service	334.14
	47058	ICMA	FY 15/16 Membership Dues	1,255.80
	47059	Jump N Party Inflatables	07/15 Paradise Park Event	589.00
	47061	Oasis Office Supply, Inc.	Office Supplies	11.87
	47062	PARSAC	FY 15/16 Liability Insurance	70,304.00
	47063	PARSAC	FY 15/16 Worker's Compensation	94,644.00
	47064	PARSAC	FY 15/16 Property Insurance	21,808.00
	47065	PARSAC	FY 15/16 Crime Insurance	1,027.00
	47066	James Pulsifer	Summer Music Performance	1,300.00
	47067	Rocky Ramirez	Summer Music Performance	1,300.00
	47068	SBCO-Auditor/Controller	FY 15/16 LAFCO Apportionment	1,737.11
	47069	SBCO - Hazardous Material Div.	1st Qtr FY 15/16 Hazardous Wst	6,920.00
	47070	SBCO Sheriff's Dept	07/15 Professional Services	324,479.00
	47071	Southwest Networks, Inc.	FY 15/16 Managed Services	47,637.00
	47072	Storage Solutions	FY 15/16 Storage Unit Rental	1,319.99
	47073	The Wise Guys Big Band	Summer Music Performance	1,800.00
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$ 598,636.30</b>
100	INTERNAL SERVICE FUND			
	47051	GE Capital Corporation	Copier Leases	\$ 3,329.08
	47060	Mail Finance	Com Dev Postage Meter Lease	554.53
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b>\$ 3,883.61</b>
800	CAPITAL PROJECTS RESERVE FUND			
	47053	Gillis & Panichapan Architects, Inc	Public Facility Master Plan	\$ 3,930.00
<b>Total 800</b>	<b>CAPITAL PROJECTS RESERVE FUND</b>			<b>\$ 3,930.00</b>
<b>***</b>	<b>Report Total</b>			<b>\$ 606,449.91</b>

Attachment: Detail Warrant Register No 1 - July 9, 2015 (1137 : Warrant Registers)

**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER #02**  
**CHECK DATE - July 17, 2015**

Fund Distribution Breakdown

**Fund Distribution**

General Fund	\$137,041.03
Gas Tax Fund	11,863.86

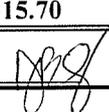
**Grand Total Payroll** \$148,904.89

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

Attachment: Payroll Register No 2 - July 17 2015 (1137 : Warrant Registers)

**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
 Pay Period 02 - Paid 07/17/2015  
 (June 27, 2015 - July 10, 2015)  
 Checks: 5090 - 5094

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$2,947.47		\$2,947.47
Direct Deposit	73,955.76	-	73,955.76
Sub-total	76,903.23		76,903.23
<b><u>Employee Tax Withholding</u></b>			
Federal	12,085.47		12,085.47
Medicare	1,473.96	1,473.99	2,947.95
SDI - EE	-	-	-
State	3,473.08		3,473.08
Sub-total	17,032.51	1,473.99	18,506.50
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	4,099.99	3,554.23	7,654.22
PERS Survivor Benefit	48.00		48.00
Health Café Plan	1,063.79	11,867.93	12,931.72
American Fidelity Pre-Tax	165.09		165.09
American Fidelity After-Tax	-		-
American Fidelity-FSA	414.53		414.53
PERS EE - Contribution 6.25 %	634.70		634.70
PERS EE - Contribution 7%	1,049.53		1,049.53
PERS EE - Contribution 8%	4,887.56		4,887.56
PERS Retirement - Employer 6.237 %	-	633.35	633.35
PERS Retirement - Employer 6.709%	-	1,005.92	1,005.92
PERS Retirement - Employer 10.298%	-	6,291.48	6,291.48
PERS UAL Retirement - Employer 13.55%	-	8,278.30	8,278.30
Wage Garnishment - Employee	16.77		16.77
Life & Disability Insurance		1,094.15	1,094.15
Other Post Employee Benefit's		2,643.38	2,643.38
Unemployment Insurance		1,748.89	1,748.89
Workers' Compensation		3,997.57	3,997.57
Sub-total	12,379.96	41,115.20	53,495.16
<b>Gross Payroll</b>	<b>\$106,315.70</b>	<b>\$42,589.19</b>	<b>\$148,904.89</b>
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

Attachment: Payroll Register No 2 - July 17 2015 (1137 : Warrant Registers)

# WARRANT REGISTER # 3 CHECK DATE - JULY 8, 2015

## FUND DISTRIBUTION BREAKDOWN

Checks # 46980 to # 47040 are valid:

GENERAL FUND # 001	\$59,664.71
INTERNAL SERVICE FUND # 100	\$301.14
DEPOSITS FUND # 200	\$50.00
COPS-LLESA FUND # 511	\$76.02
GAS TAX FUND # 515	\$9,433.13
MEASURE I 2010-2040 FUND # 524	\$36.49
CMAQ FUND # 542	\$50.00
CAPITAL PROJECTS RESERVE FUND # 800	\$3,274.55
<b>GRAND TOTAL</b>	<b><u><u>\$72,886.04</u></u></b>

Prepared by Shirlene Doten, Accounting Technician III SD  
Reviewed by Sharon Cisneros, Finance Manager SC

Attachment: Warrant Register Summary No 3 - July 8, 2015 (1137 : Warrant Registers)

# Town of Yucca Valley

## Warrant Register

July 8, 2015

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	46980	Ace Alternators	Fleet Vehicle Maintenance	\$ 308.10
	46981	Animal Care Equip. & Svs.	Shelter Supplies	150.74
	46982	Action Pumping, Inc.	Septic Maintenance Service	320.00
	46983	AlSCO/American Linen, Inc.	Parks Uniform Service	139.81
	46984	Janet Anderson	Dental Insurance Premium	128.00
	46985	Animal Action League	Veterinary Services	2,680.00
	46986	Arrowhead Mountain Water	Office Supplies	257.32
	46987	AT & T Mobility	Cell Phone Service	448.95
	46988	Big 5 Corp.	Recreation Program Supplies	151.17
	46989	Builders Supply-Yucca Valley	Maintenance Supplies	96.49
	46990	C & S Electric	Facilities Maintenance	108.00
	46991	CDW Government, Inc.	Recreation Program Expense	217.04
	46992	Charles Abbott & Assoc, Inc.	Plan Check Services	14,350.24
	46993	Chevron & Texaco Card Services	Vehicle Fuel	283.55
	46994	Sharon Cisneros	Mileage Reimbursement	147.73
	46996	Companion Animal Clinic	Veterinary Services	155.00
	46997	Rick Denison	Conference Expense	710.50
	46998	Diamond Automotive	Vehicle Repair	565.90
	46999	Dept of Justice	Live Scan Services	113.00
	47000	Forest Wood Fiber Products	Machris Park Maintenance	3,367.20
	47002	Hi-Desert Water	Water Service	1,380.47
	47003	Hi-Desert Publishing	Advertising	3,796.00
	47004	Hi-Grade Materials Co.	Parks Maintenance Supplies	882.40
	47005	Intervet, Inc.	Vaccines & Microchips & Supplies	947.16
	47006	Jacobsen West	Maintenance Supplies	47.22
	47008	Knorr Systems, Inc.	YVHS Pool Expense	866.14
	47009	Bob Leone	Conference Expense	710.50
	47010	Morongo Unified School District	Fleet Fuel	2,600.58
	47012	Nu-View Window Films, Inc.	Shelter Window Tinting	972.00
	47013	Oasis Office Supply	Office Supplies	1,439.77
	47014	Carl Otteson	Irrigation Testing Service	100.00
	47015	Cash	Miscellaneous Supplies	341.93
	47016	PlasticPlace	Parks Maintenance Supplies	338.00
	47017	Pro Security Alarms, Inc.	Alarm Key Pad Repair	65.00
	47018	Pro Video	Town Council Taping	200.00
	47019	Rainshadow Irrigation Consulting	Annual Water Audit Services	4,000.00
	47020	Rammell Construction	YVHS Pool Maintenance	751.00
	47022	SBCO-Clerk/Board of Supervisors	Filing Fee	50.00
	47024	SCE	Electric Service	25.98
	47025	So. Cal. Gas Co.	Natural Gas Service	717.72
	47026	Southwest Networks, Inc.	Technology Support	4,617.30

Attachment: Detail Warrant Register No 3- July 8, 2015 (1137 : Warrant Registers)

**Town of Yucca Valley**  
**Warrant Register**  
**July 8, 2015**

Fund	Check #	Vendor	Description	Amount
	47027	Steven Enterprises	Engineering Supplies	670.17
	47028	The Sun Runner	Museum Advertising	100.00
	47029	Tease Shirts	Recreation Program Supplies	1,474.20
	47030	Tractor Supply	Parks Supplies	41.03
	47032	VCA Yucca Valley Animal Hospital	Veterinary Service	96.23
	47033	VCA 29 Palms Animal Hospital	Museum Collection Expense	242.50
	47035	Valley Independent	Printing Expense	418.77
	47036	Woods Auto Repair	Vehicle Smog & Repair	650.21
	47037	Guy Wulf	Sports Referee	350.00
	47038	Curtis Yakimow	Conference Expense	297.20
	47039	Yucca Rentals	Facilities Maintenance	35.00
	47040	Yucca Valley Mirror & Glass	Facilities Maintenance	51.84
	EFT	First Bankcard	Meetings/Operating Expenses	5,689.65
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$59,664.71</b>
100 INTERNAL SERVICE FUND				
	47013	Oasis Office Supply	Copy Paper	\$ 301.14
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b>\$ 301.14</b>
200 DEPOSITS FUND				
	47021	SBCO-Clerk/Baord of Supervisors	Filing Fee	\$ 50.00
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$ 50.00</b>
511 COPS-LLESA FUND				
	47034	Verizon Wireless	Sheriff's Office Cell Phone Svs.	\$ 76.02
<b>Total 511</b>	<b>COPS-LLESA FUND</b>			<b>\$ 76.02</b>
515 GAS TAX				
	46983	Alsco/American Linen, Inc.	Streets Uniform Service	100.46
	46989	Builders Supply-Yucca Valley	Streets Maintenance Supplies	246.58
	46995	Clark Construc/Hal Scott Clark	Street Shoulder Maintenance	6,985.00
	46998	Diamond Automotive	Vehicle # 29 Maintenance	335.63
	47007	JLT Transportation	Streets Maintenance	500.00
	47011	Nixon-Egli Equipment, Co.	Vehicle #2 Maintenance	548.31
	47024	SCE	Electric Service	32.93
	47031	Traffic Management, Inc.	Signage	438.97
	47039	Yucca Rentals	Streets Maintenance	245.25
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b>\$ 9,433.13</b>
524 MEASURE I - 2010-2040 FUND				
	47024	SCE	Electric Service	\$ 36.49
<b>Total 524</b>	<b>MEASURE I - 2010-2040 FUND</b>			<b>\$ 36.49</b>

Attachment: Detail Warrant Register No 3- July 8, 2015 (1137 : Warrant Registers)

**Town of Yucca Valley**  
**Warrant Register**  
**July 8, 2015**

Fund	Check #	Vendor	Description	Amount
542 CMAQ FUND				
	47023	SBCO-Clerk/Board of Supervisors	Filing Fee	\$ 50.00
<b>Total 542</b>	<b>CMAQ FUND</b>			<b>\$ 50.00</b>
800 CAPITAL PROJECTS RESERVE FUND				
	47001	Hardesty Custom Floors	Town Hall Carpet/Window Covering	\$ 3,274.55
<b>Total 800</b>	<b>CAPITAL PROJECTS RESERVE FUND</b>			<b>\$ 3,274.55</b>
<b>***</b>	<b>Report Total</b>			<b><u>\$72,886.04</u></b>

Attachment: Detail Warrant Register No 3- July 8, 2015 (1137 : Warrant Registers)

**WARRANT REGISTER # 5  
CHECK DATE - JULY 21, 2015**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 47074 to # 47128 are valid

GENERAL FUND # 001	\$64,558.80
INTERNAL SERVICE FUND # 100	\$3,459.33
DEPOSITS FUND # 200	\$1,877.60
GAS TAX FUND # 515	\$11,914.24
CAPITAL PROJECTS FUND # 800	\$170.80
<b>GRAND TOTAL</b>	<b>\$81,980.77</b>

Prepared by Shirlene Doten, Accounting Technician III SD  
Reviewed by Sharon Cisneros, Finance Manager SC

Attachment: Warrant Register Summary No 5 - July 21, 2105 (1137 : Warrant Registers)

## Town of Yucca Valley

## Warrant Register

July 21, 2015

Fund	Check #	Vendor	Description	Amount
001		GENERAL FUND		
	47075	All American Publishing	Fall 2015 Bleacher Advertisement	\$ 130.00
	47076	AlSCO/American Linen, Inc.	Uniform Maintenance	66.34
	47078	Builders Supply-Yucca Valley	Ground Maintenance Supplies	241.42
	47079	California Building Standards Com.	SB 1473 Building & Safety Fees	59.40
	47080	CA Department of Housing	Commercial Modular Registration	46.00
	47081	CACEO	2015 Code Enforcement Seminar	509.00
	47082	CAPRCBM	FY 15/16 Membership Dues	225.00
	47083	Janis Commentz	Youth Camp Program Expense	100.00
	47084	Department of Conservation	04-06/15 SMIP Fees	161.48
	47085	Desert Pacific Exterminators, LLC	Facilities Maintenance	311.00
	47086	Farmer Bros. Co.	Office Supplies	318.61
	47087	FedEx	Delivery Service	102.26
	47089	Gov't Finance Officers Assoc.	FY 15/16 Membership Dues	190.00
	47090	HdL Coren & Cone	CAFR Services	595.00
	47091	Lori Herbel	Contract Instructor	1,169.00
	47092	Hi-Desert Water	Water Service	343.22
	47095	Hill's Towing	Vehicle #49 Tow Service	50.00
	47097	Koff & Associates	Comp & Class Survey Services	4,294.74
	47098	Elizabeth Lujan	Family Fun Day Support	150.00
	47101	Mojave Desert & Mtn. Integ. Wst JPA	FY 15/16 Member Contributions	4,919.00
	47103	Navitas Lease Corp.	Animal Shelter Phones Lease	527.19
	47104	Oasis Office Supply, Inc.	Office Supplies	137.35
	47104	Oasis Office Supply, Inc.	Toner	83.31
	47105	Carl Otteson	Grounds Maintenance Expense	725.00
	47106	Pacific Telemanagement Svcs.	Public Phone Service	82.64
	47107	Public Agency Retirement Services	OPEB Payment	19,076.97
	47107	Public Agency Retirement Services	05/15 Trust Administration	300.00
	47107	Public Agency Retirement Services	Post Retirement Health Care Svcs.	24.15
	47108	Pool & Spa Center	YVHS Pool Expense	31.88
	47109	Precision Garage Doors	Animal Shelter Gate Maintenance	150.00
	47110	Pro Security Alarms, Inc.	Annual Alarm Testing Service	304.50
	47111	Pro Security Systems	Security System Maintenance	205.00
	47113	Quick Scores	Recreation Program Expense	60.00
	47114	SBCO-Office of the Assessor	Assessor Disk	429.37
	47115	SBCO Sheriff's Dept	FY 15/16 CAL-ID Assessment Fee	23,368.83
	47116	Toby Stanford	Building Permit Refund	83.45
	47117	State Board of Equalization	7/1/14-6/30/15 Sales Tax	35.00
	47118	TelePacific	Phone/Internet Service	3,758.22
	47119	That Shirt Place	Recreation Program Expense	357.48
	47121	Angelica Trujillo	Family Fun Day Support	150.00
	47122	VCA Yucca Valley Animal Hospital	Veterinary Services	237.57
	47124	Woods Auto Repair	Vehicle #49 Repair	313.06

Attachment: Detail Warrant Register No 5 - July 21, 2015 (1137 : Warrant Registers)

**Town of Yucca Valley**  
**Warrant Register**  
**July 21, 2015**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	47125	Guy Wulf	Sports Referee	175.00
	47127	Yucca Valley Quick Lube, LLC	Vehicle #46 Maintenance	35.62
	47128	Yucca Valley Auto Parts, Inc.	Maintenance Supplies	9.05
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$64,558.80</b>
100 INTERNAL SERVICE FUND				
	47088	GE Capital Corporation	Town Hall Copier Lease	\$ 2,916.00
	47099	Mail Finance	Town Hall Postage Meter	543.33
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b>\$ 3,459.33</b>
200 DEPOSITS FUND				
	47087	FedEx	Delivery Service	\$ 35.11
	47094	Hi-Desert Publishing	Advertising	231.00
	47123	Walbern Developments	Deposit Account Refund	1,611.49
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$ 1,877.60</b>
515 GAS TAX FUND				
	47074	Ace Alternators	Vehicle #29 Repair	\$ 235.50
	47076	Alsco/American Linen, Inc.	Streets Uniform Maintenance	25.06
	47096	Johnson Lift/Hyster	Vehicle # 62 Repair	3,852.92
	47100	Matich Corporation	Street Maintenance Supplies	1,758.12
	47102	MSA Inland Empire/Desert Chapter	Supervision Training Class	50.00
	47112	Quality Street Services, Inc.	Street Sweeping	1,844.00
	47120	Traffic Management, Inc.	Signage	702.00
	47126	Yucca Rentals	Grounds Equipment	3,341.74
	47127	Yucca Valley Quick Lube, LLC	Vehicle #1 Maintenance	104.90
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b>\$11,914.24</b>
800 CAPITAL PROJECTS RESERVE FUND				
	47077	Brian's Lockshop	Brehm 2 Keying Service	\$ 145.80
	47093	Hi-Desert Water	Brehm 2 Start Up Costs	25.00
<b>Total 800</b>	<b>CAPITAL PROJECTS RESERVE FUND</b>			<b>\$ 170.80</b>
<b>***</b>	<b>Report Total</b>			<b>\$81,980.77</b>

Attachment: Detail Warrant Register No 5 - July 21, 2015 (1137 : Warrant Registers)

# WARRANT REGISTER # 7 CHECK DATE - JULY 23, 2015

## FUND DISTRIBUTION BREAKDOWN

Checks # 47181 to # 47232 are valid

GENERAL FUND # 001	\$83,391.35
DEPOSITS FUND # 200	\$860.00
GAS TAX FUND # 515	\$2,347.72
MEASURE I 2010-2040 FUND # 524	\$3,915.02
CDBG FUND # 560	\$86,989.12
<b>GRAND TOTAL</b>	<b>\$177,503.21</b>

Prepared by Shirlene Doten, Accounting Technician III SD  
Reviewed by Sharon Cisneros, Finance Manager SC

Attachment: Warrant Register Summary No 7 - July 23, 2015 (1137 : Warrant Registers)



## Town of Yucca Valley

## Warrant Register

July 23, 2015

Fund	Check #	Vendor	Description	Amount
001		GENERAL FUND		
	47181	Aleshire & Wynder, LLC	06/15 Professional Services	\$ 12,957.56
	47182	Ruth Alkire	Contract Instructor	56.00
	47183	Lina Anderson	Facility Rental Refund	200.00
	47184	Animal Action League	Veterinary Services	1,505.00
	47185	Suzanne Bartz	Contract Instructor	64.40
	47186	Charles Abbott & Assoc, Inc.	06/15 Plan Check Services	10,708.78
	47187	Janine Cleveland	Contract Instructor	294.00
	47188	Copper Mountain Media	Museum Advertising	350.00
	47189	Companion Animal Clinic	Veterinary Supplies & Services	336.00
	47190	Corelogics Information Solutions	Online Property Search	165.00
	47191	Desert Pacific Exterminators, LLC	Shelter Pest Services	49.00
	47192	Desert Arc	06/15 Maintenance Services	4,217.83
	47193	Desert Entertainer	Museum Advertising	449.00
	47194	Rose Feeney	Safety Equipment	129.59
	47195	Catherine Fletcher	Contract Instructor	60.20
	47196	Graphic Penguin	Website Maintenance	1,690.00
	47197	Joy Groves	Contract Instructor	244.30
	47198	Totalfunds by Hasler	Postage	1,000.00
	47199	Hi-Desert Water	Water Service	87.85
	47200	Hi-Desert Water	Reposition BackFlow Meter	721.55
	47201	Hi-Desert Publishing	Recreation Advertising	125.00
	47202	Inland Empire Stages Unlimited	Recreation Trip Expense	1,790.50
	47203	Susan Jordan	Contact Instructor	157.50
	47204	KCDZ-FM	Museum Advertising	175.00
	47205	Knorr Systems, Inc.	YVHS Pool Expense	96.00
	47206	Pat Lumbattis	Contract Instructor	53.20
	47207	David Luse	Contract Instructor	55.30
	47208	Moore, Iacofano Goltsman, Inc.	HOP Renewal Analysis	4,000.00
	47209	Jean Mueller	Contract Instructor	96.60
	47210	Morongo Unified School District	06/15 Vehicle Fuel	3,062.95
	47211	NRO Engineering	Engineering Services	3,500.00
	47212	Oasis Office Supply, Inc.	Office Supplies	774.38
	47214	Right of Way, Inc.	Grubstake Days Traffic Control	2,054.20
	47216	Linda Sande	Contract Instructor	68.60
	47217	SBCO - Information Services	06/15 Radio Access	2,144.37
	47218	SBCO Animal Care & Control	4th Qtr FY 14/15 Licensing	6,437.60
	47219	SCE	06/15 Electric Service	17,002.02
	47220	Beverly Schmuckle	Contract Instructor	82.60
	47221	Simplot Partners, Inc.	Park Maintenance Supplies	2,216.16
	47222	Smith Pipe & Supply, Inc.	Parks Irrigation Supplies	826.68
	47223	So. Cal. Gas Co.	Natural Gas Vehicle Fuel	26.18
	47224	Sprint	Cell Phone Service	7.18

Attachment: Detail Warrant Register No 7 - July 23, 2015 (1137 : Warrant Registers)

**Town of Yucca Valley**  
**Warrant Register**  
**July 23, 2015**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	47225	Star2Star Communications, LLC	Shelter Internet Phone Svs.	790.79
	47226	Tease Shirts	Staff Uniform Expense	95.04
	47227	That Shirt Place	Recreation Program Expense	879.76
	47228	Turf Star, Inc.	Maintenance Supplies	37.58
	47229	Valley Independent	Commissioners Business Cards	332.42
	47230	US Bank Voyager Fleet Systems	Natural Gas Vehicle Fuel	115.46
	47231	Walmart Community	Program Supplies	1,102.22
<b>Total 001 GENERAL FUND</b>				<b>\$ 83,391.35</b>
200 DEPOSITS FUND				
	47211	NRO Engineering	Engineering Services	\$ 860.00
<b>Total 200 DEPOSITS FUND</b>				<b>\$ 860.00</b>
515 GAS TAX FUND				
	47199	Hi-Desert Water	Water Service	\$ 141.72
	47215	ROW Traffic Safety, Inc.	Street Name Sign Hardware	1,428.84
	47219	SCE	06/15 Electric Service	648.49
	47231	Walmart Community	Program Supplies	9.12
	47232	Yucca Valley Auto Parts, Inc.	Streets Equipment Maintenance	119.55
<b>Total 515 GAS TAX FUND</b>				<b>\$ 2,347.72</b>
524 MEASURE I - 2010-2040 FUND				
	47219	SCE	06/15 Electric Service	\$ 3,915.02
<b>Total 524 MEASURE I - 2010-2040 FUND</b>				<b>\$ 3,915.02</b>
560 CDBG FUND				
	47213	R.E. Schultz	Jacob's Park Improvement	\$ 86,989.12
<b>Total 560 CDBG FUND</b>				<b>\$ 86,989.12</b>
<b>***</b>	<b>Report Total</b>			<b>\$ 177,503.21</b>

Attachment: Detail Warrant Register No 7 - July 23, 2015 (1137 : Warrant Registers)

## TOWN OF YUCCA VALLEY

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager

**Date:** July 21, 2015  
**Meeting Date:** August 4, 2015

**Subject:** Resolution No. 15- ; Annual Assessment Engineer's Report for Previously Formed Street & Drainage and Landscape & Lighting Maintenance Districts; Levying Annual Assessments upon Real Property within the Districts

#### **Recommendation**

That the Town Council adopts the Resolution, confirming the assessment diagrams and confirming the assessments as set forth in the engineer's reports for landscaping and lighting maintenance districts and street and drainage maintenance districts within the existing districts for the 2015-2016 tax year and authorizes the levy of assessment upon real property as identified in the engineer's reports.

#### **Prior Council Review**

The Town Council previously approved the formation of Landscape & Lighting Maintenance Districts and Street & Drainage Maintenance Districts which must be updated and approved by the Town Council annually pursuant to State law.

On April 7, 2015 the Town Council approved Resolution No.15-06 directing the preparation of an Assessment Engineers Report describing any new improvements within the districts or any substantial changes in the existing improvements within the existing districts. That action also provided preliminarily approval of the assessment engineering reports and setting the date for the Public Hearing.

On May 5, 2015, the Town Council adopted Resolution No. 15-10 preliminary approving the engineering report for the existing assessment districts and setting the Public Hearing.

#### **Executive Summary**

The Town Council previously formed Landscape & Lighting Maintenance Districts and Street & Drainage Maintenance Districts as a condition of private subdivision development project approvals. The Assessment Engineer's Report(s), which establishes the annual assessment in each of the Districts, must be updated annually and approved by the Town Council, following a public hearing, in order to levy the annual assessment(s).

#### **Order of Procedure**

Request Staff Report  
 Open Public Hearing  
 Request Public Comment  
 Close Public Hearing  
 Council Discussion/ Council Questions of Staff  
 Motion/Second  
 Discussion on Motion  
 Call the Question (Roll Call Vote)

### **Discussion**

Development projects are approved subject to conditions of approval that require the formation of Landscape & Light Maintenance Assessment Districts and Street & Drainage Maintenance Districts. The assessment of an annual fee upon properties within the District provides the revenue to offset the cost of maintenance of the public improvements necessary to serve the development.

The California Streets and Highways Code §22620 et. seq. with respect to Landscape & Lighting Districts and Government Code §53750 et. seq. with respect to Street & Drainage Maintenance Districts require that the Assessment Engineer's report for each of the Districts be updated and approved by the legislative body prior to the levy of any annual assessment on properties within the an assessment district.

The Town has formed nine (9) such assessment districts, which are described as follow:

#### **TM 16957:**

Location: 800 feet south of Joshua Drive on the east side of Acoma Trail

No. of Lots: 34 residential lots

Map Recorded: Yes

District type:

1. Benefit Assessment Act of 1982; Street and Drainage Maintenance District;
2. Landscape and Lighting Act of 1972; Landscape and Lighting Maintenance District;

#### **TM 16587:**

Location: Northeast corner of Acoma Trail and Zuni Trail

No. of Lots: 55 Residential lots

Map Recorded: Yes

District type:

1. Benefit Assessment Act of 1982; Street and Drainage Maintenance District;
2. Landscape and Lighting Act of 1972; Landscape and Lighting Maintenance District;

#### **TM 17328:**

Location: Southwest corner of Emerson Avenue and Yucca Trail.

No. of Lots: 17 residential lots.

Map Recorded: Yes

District type:

1. Benefit Assessment Act of 1982; Street and Drainage Maintenance District;
2. Landscape and Lighting Act of 1972; Landscape and Lighting Maintenance District;

**TM 17455:**

Location: East of the Avalon Avenue on the south side of SR62

No. of Lots: Four (4) commercial parcels.

Map Recorded: Yes

District Type:

1. Benefit Assessment Act of 1982; Street and Drainage Maintenance District;

**TM 17633:**

Location: Southwest corner of Palomar Avenue and Onaga Trail

No. of Lots: 61 total residential lots; Phase 1

Map Recorded: No

District Initiated and Levy Assessed: District initiated and levy approved by Town Council. Final map and supporting documents not yet submitted for approval and recording.

District type:

1. Benefit Assessment Act of 1982; Street and Drainage Maintenance District;
2. Landscape and Lighting Act of 1972; Landscape and Lighting Maintenance District;

The proposed maximum annual assessments, and the recommended annual assessments, are as follows.

Assessments in Tract 16587 are recommended for increases this year as the Town has accepted the roads into the maintained road system, and the annual assessment is designed to annually contribute to fund future reconstruction of the subject roadways, as well as for annual maintenance of the drainage system and ancillary improvements. The attached table outlines the historical and proposed assessments by year.

**Alternatives**

No alternatives are recommended. The recommended action is necessary for compliance with state law.

**Fiscal Impact**

The assessment districts provide revenues to offset the cost of maintenance of public improvements to serve the development project(s). The Engineering Reports set forth the

“Maximum Allowable Assessment” for each parcel (page 5 of the Engineering Report for Street and Drainage Maintenance Districts 1 through 5 and page 4 of the Engineering Report for Landscape and Lighting Maintenance Districts 1-4). These tables demonstrate that with the exception of District 2, the Maximum Allowable Assessment has increased only slightly from the prior year’s assessment.

The assessment engineer notes that with the exception of Street and Drainage Maintenance District Nos. 2 & 5, the projects have not been constructed. Therefore, the assessment engineer’s report recommends a levy in the amount to recover administrative costs of these districts.

### **Attachments**

Table of Special Assessments

Resolution No. 15-06

Resolution No. 15 -10

Benefit Assessment District Engineering Reports

Landscape and Lighting Assessment District Engineering Reports

**RESOLUTION NO. 15-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA CONFIRMING THE ASSESSMENT DIAGRAMS AND CONFIRMING THE ASSESSMENTS AS SET FORTH IN THE ENGINEER'S REPORTS FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS AND STREET AND DRAINAGE MAINTENANCE DISTRICTS WITHIN THE EXISTING DISTRICTS FOR THE 2015-2016 TAX YEAR AND AUTHORIZES THE LEVY OF ASSESSMENT UPON REAL PROPERTY AS IDENTIFIED IN THE ENGINEER'S REPORTS**

**WHEREAS**, the following Landscape and Lighting Maintenance Districts and Street and Drainage Maintenance Districts have previously been formed pursuant to California Streets and Highways Code Section 22565 et. seq. and Government Code Section 53753 and Section 4 of Article XIID of the Constitution of the State of California.

Street and Drainage Maintenance District No. 1 and Landscape and Lighting Maintenance District No. 1 both districts comprised of Tract Map 16957 (34 residential lots) located on the east side of Acoma Trail between Joshua Drive and Golden Bee Drive. Improvements in these Districts are not yet constructed.

Street and Drainage Maintenance District No. 1, Annexation No. 1, Zone 2 and Landscape and Lighting Maintenance District No. 1 Annexation No. 1, Zone 2 both districts comprised of Tract Map 16587 (55 residential lots) located at the northeast corner of Acoma Trail and Zuni Trail. Improvements in these districts are constructed.

Street and Drainage Maintenance District No. 1, Annexation No. 2, Zone 3 and Landscape and Lighting Maintenance District No. 1, Annexation No. 2, Zone 3 both districts comprised of Tract Map 17328 (17 residential lots) located at the southwest corner of Emerson Avenue and Yucca Trail. Improvements in these Districts are not yet constructed.

Street and Drainage Maintenance District No. 1, Annexation 3, Zone 4 and Landscape and Lighting Maintenance District No. 1, Annexation No. 3, Zone 4 both districts comprised of Tract Map 17633-Phase I (61 residential lots) located at the southwest corner of Palomar Avenue and Onaga Trail. Improvements in these Districts are not yet constructed.

Street and Drainage Maintenance District No. 1, Annexation No. 4, Zone 5 comprised of Parcel Map 17455 (4 commercial lots) located approximately 1000 feet east of the intersection of Avalon Avenue and State Route 62. Improvements in these Districts are constructed; and

**WHEREAS**, the improvements in the Landscape and Lighting Maintenance Districts are generally described as follows:

Regular maintenance, repair and replacement of all facilities within the public rights-of-ways or easements which shall include, but not be limited to, the landscaping, irrigation system, signage, perimeter wall, retaining walls, pedestrian path and erosion control plantings within or adjacent to the detention basins and drainage swale; operation, maintenance, repairs, replacement of and power for the street lighting; regular maintenance, repair and replacement of the landscape parkway strip and street trees; regular maintenance, repair and replacement of landscaping within public rights-of-ways or easements, and perimeter walls, including graffiti removal; regular maintenance, repair and replacement of pedestrian pathways, within the public rights-of-ways or easements and administrative services to operate the District including related administration, legal and contracted services costs; and

**WHEREAS**, the improvements in the Street and Drainage Maintenance Districts are generally described as follows:

Regular maintenance and operation of streets, roads and highways including but not limited to pavement rehabilitation, re-striping, slurry sealing, signing, street sweeping, traffic control devices and other repairs needed to keep the streets in a safe condition and to preserve the street network; maintenance and operation of drainage and flood control facilities, including but not limited to floodways, channels, percolation pond, storm drain systems including pipes and catch basins and appurtenant facilities, and administrative services to operate the District including related administration, legal and contracted services costs; and

**WHEREAS**, the assessment in the Districts is increased annually, as established at the time of initial formation of the District, by the change in the Consumer Price Index for all Urban Consumers for the Los Angeles Area (December - December); and

**WHEREAS**, no changes are proposed in the improvements in the Landscape and Lighting Maintenance District and the Street and Drainage Districts are proposed; and

**WHEREAS**, the Town Council approved Resolution No. 15-06 directing that an Engineer's Report be prepared for each the aforementioned Districts for purposes of determining the levy of assessments for the 2015-2016 tax year; and

**WHEREAS**, notice of this public hearing and Resolution of Intent has been given pursuant to Streets and Highways Code Sections 22626, 22552, and 22553 and Government Code Section 53753.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Yucca Valley does resolve as follows:

1. The assessments set forth in the Engineer's Reports attached hereto as Exhibit A and hereby incorporated in this Resolution for the following Districts are hereby confirmed:

**Street and Drainage Maintenance District No. 1 and Landscape and Lighting Maintenance District No. 1** both districts comprised of Tract Map 16957 (34 residential lots) located on the east side of Acoma Trail between Joshua Drive and Golden Bee Drive.

**Street and Drainage Maintenance District No. 1, Annexation No. 1, Zone 2 and Landscape and Lighting Maintenance District No. 1 Annexation No. 1, Zone 2** both districts comprised of Tract Map 16587 (55 residential lots) located at the northeast corner of Acoma Trail and Zuni Trail.

**Street and Drainage Maintenance District No. 1, Annexation No. 2, Zone 3 and Landscape and Lighting Maintenance District No. 1, Annexation No. 2, Zone 3** both districts comprised of Tract Map 17328 (17 residential lots) located at the southwest corner of Emerson Avenue and Yucca Trail.

**Street and Drainage Maintenance District No. 1, Annexation 3, Zone 4 and Landscape and Lighting Maintenance District No. 1, Annexation No. 3, Zone 4** both districts comprised of Tract Map 17633-Phase I (61 residential lots) located at the southwest corner of Palomar Avenue and Onaga Trail.

**Street and Drainage Maintenance District No. 1, Annexation No. 4, Zone 5** comprised of Parcel Map 17455 (4 commercial lots) located approximately 1000 feet east of the intersection of Avalon Avenue and State Route 62; and

2. The following assessments may be levied upon real property within the Town of Yucca Valley for fiscal year 2015-2016 at the rate not to exceed the maximum allowable assessment:

Street and Drainage Maintenance District No. 1: **\$61.76**  
 Landscape and Lighting Maintenance District No. 1: **\$61.76**  
 (Both districts comprised of Tract Map 16957 (34 residential lots)).

Street and Drainage Maintenance District No. 1,  
 Annexation No. 1, Zone 2: **\$378.18**  
 Landscape and Lighting Maintenance District No. 1,  
 Annexation No. 1, Zone 2: **\$187.72**  
 (Both districts comprised of Tract Map 16587 (55 residential lots)).

Street and Drainage Maintenance District No. 1,  
 Annexation No. 2, Zone 3: **\$114.70**  
 Landscape and Lighting Maintenance District No. 1,  
 Annexation No. 2, Zone 3: **\$111.76**  
 (Both districts comprised of Tract Map 17328 (17 residential lots)).

Street and Drainage Maintenance District No. 1,  
Annexation 3, Zone 4: **\$36.06**  
Landscape and Lighting Maintenance District No. 1,  
Annexation No. 3, Zone 4: **\$36.88**  
(Both districts comprised of Tract Map 17633-Phase I (61 residential lots)).

Street and Drainage Maintenance District No. 1, Annexation No. 4, Zone 5 comprised of Parcel  
Map 17455 (4-commercial lots). The Maximum Annual Assessment per EDU shall be:

<b>Parcel 1: \$1.90 per Benefit Unit for a total annual assessment of</b>	<b>\$7,907.80</b>
<b>Parcel 2: \$1.90 per Benefit Unit for a total annual assessment of</b>	<b>\$2,283.80</b>
<b>Parcel 3: \$1.90 per Benefit Unit for a total annual assessment of</b>	<b>\$630.80</b>
<b>Parcel 4: \$1.90 per Benefit Unit for a total annual assessment of</b>	<b>\$2,827.20</b>

APPROVED AND ADOPTED this 4<sup>th</sup> day of August, 2015.

Town of Yucca Valley

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

TOWN OF YUCCA VALLEY  
 SPECIAL ASSESSMENTS  
 July 14, 2015

PROJECT	EDU	DISTRICT	ANNUAL ASSESSMENT & LEVY PER EDU										
			2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
16957 Living Space ne #1	34	SDMD	845.00			695.00	0.00	117.64	58.82	58.82	58.82	61.76	61.76
	34	LLMD	1,110.00			171.00	0.00	117.64	58.82	58.82	58.82	61.76	61.76
		<b>16957 TOTAL</b>	<b>1,955.00</b>			<b>866.00</b>	<b>0.00</b>	<b>235.28</b>	<b>117.64</b>	<b>117.64</b>	<b>117.64</b>	<b>123.52</b>	<b>123.52</b>
16587 Mesquite 55 ex #1, Zone #2	55	SDMD			419.09	419.09	0.00	72.72	36.36	36.36	36.36	39.08	378.18
	55	LLMD			209.55	209.55	0.00	72.72	36.36	36.36	36.36	39.08	187.72
		<b>16587 TOTAL</b>			<b>628.64</b>	<b>628.64</b>	<b>0.00</b>	<b>145.44</b>	<b>72.72</b>	<b>72.72</b>	<b>72.72</b>	<b>78.16</b>	<b>565.90</b>
17328 YV Estates ex #2, Zone #3	17	SDMD			634.71	634.71	0.00	235.28	117.65	117.64	117.65	114.70	114.70
	17	LLMD			362.65	362.65	0.00	235.28	117.65	117.64	117.65	111.76	111.76
		<b>17328 TOTAL</b>			<b>997.36</b>	<b>997.36</b>	<b>0.00</b>	<b>470.56</b>	<b>235.30</b>	<b>235.28</b>	<b>235.30</b>	<b>226.46</b>	<b>226.46</b>
17633 Burnt Mt. Haciendas ex #3, Zone #4	61	SDMD							32.79	32.78	32.79	36.06	36.06
	61	LLMD							32.79	32.78	32.79	36.88	36.88
		<b>17633 TOTAL</b>							<b>65.58</b>	<b>65.56</b>	<b>65.58</b>	<b>72.94</b>	<b>72.94</b>
17455 Home Depot ex, #4, Zone #5	7184	SDMD			1.93	1.93	2.01	2.05	1.95	1.96	1.96	1.90	1.90
	<b>PM #17455 Home Depot</b>				<b>1.93</b>	<b>1.93</b>	<b>2.01</b>	<b>2.05</b>	<b>1.95</b>	<b>1.96</b>	<b>1.96</b>	<b>1.90</b>	<b>1.90</b>

Attachment: Table of Special Assessments (1129 : Annual Assessment)

**RESOLUTION NO 15-06**

**A RESOLUTION OF THE TOWN COUNCIL, OF THE TOWN OF YUCCA VALLEY, CALIFORNIA CAUSING AN ENGINEER'S REPORT TO BE PREPARED FOR ASSESSMENTS TO BE LEVIED WITHIN EXISTING ASSESSMENT DISTRICTS DURING THE 2015-2016 TAX YEAR**

**WHEREAS**, the Town Council directs staff to prepare a preliminary engineer's report in the formation of the following assessment districts pursuant to Streets and Highways Code Section 22565 et.seq., and Government Code Section 54716 and Section 4(b) of Article 13D of the Constitution of the State of California:

Street and Drainage Maintenance District No. 1 and Landscape and Lighting Maintenance District No. 1, both districts comprised of Tract Map 16957;

Street and Drainage Maintenance District No. 1, Annexation No. 1, Zone 2 and Landscape and Lighting Maintenance District No. 1 Annexation No. 1, Zone 2, both districts comprised of Tract Map 16587;

Street and Drainage Maintenance District No. 1, Annexation No. 2, Zone 3 and Landscape and Lighting Maintenance District No. 1, Annexation No. 2, Zone 3, both districts comprised of Tract Map 17328;

Street and Drainage Maintenance District No. 1, Annexation 3, Zone 4 and Landscape and Lighting Maintenance District No. 1, Annexation No. 3, Zone 4, both districts comprised of Tract Map 17633-Phase I;

Street and Drainage Maintenance District No. 1, Annexation No. 4, Zone 5, comprised of Parcel Map 17455; and

**WHEREAS**, the improvements in the aforementioned Landscape and Lighting Maintenance Districts include regular maintenance, repair and replacement of all facilities within the public rights-of-ways or easements which shall include, but not be limited to, the landscaping, irrigation system, signage, perimeter wall, retaining walls, pedestrian path and erosion control plantings within or adjacent to the detention basins and drainage swale; operation, maintenance, repairs, replacement of and power for the street lighting; Regular maintenance, repair and replacement of the landscape parkway strip and street trees; regular maintenance, repair and replacement of landscaping within public rights-of-ways or easements, and perimeter walls, including graffiti removal; regular maintenance, repair and replacement of pedestrian pathways, within the public rights-of-ways or easements; and administrative services to operate the District; and

**WHEREAS**, the improvements, maintenance and operation of streets, roads and highways in the aforementioned Street and Maintenance Districts Maintenance shall include but not be limited to pavement rehabilitation, restriping, slurry sealing, signing,

Attachment: Resolution No. 15-06 (1129 : Annual Assessment)

street sweeping, traffic control devices and other repairs needed to keep the streets in a safe condition and to preserve the street network; and

**WHEREAS**, maintenance and operation of drainage and flood control facilities, including but not limited to floodways, channels, percolation pond, storm drain systems including pipes and catch basins and appurtenant facilities; and administrative services to operate the district; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA DOES RESOLVE AS FOLLOWS:**

The Town Council of the Town of Yucca Valley directs the preparation of the engineer’s report to be prepared and filed with the Town Clerk for submission to the Town Council for the following assessment districts for the fiscal year commencing July 1, 2015 and ending June 30, 2016:

Street and Drainage Maintenance District No. 1 and Landscape and Lighting Maintenance District No. 1, both districts comprised of Tract Map 16957;

Street and Drainage Maintenance District No. 1, Annexation No. 1, Zone 2 and Landscape and Lighting Maintenance District No. 1 Annexation No. 1, Zone 2, both districts comprised of Tract Map 16587;

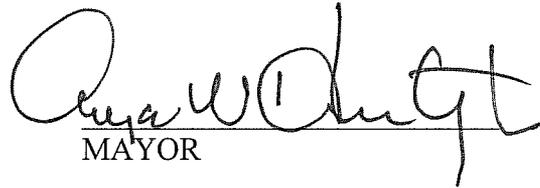
Street and Drainage Maintenance District No. 1, Annexation No. 2, Zone 3 and Landscape and Lighting Maintenance District No. 1, Annexation No. 2, Zone 3, both districts comprised of Tract Map 17328;

Street and Drainage Maintenance District No. 1, Annexation 3, Zone 4 and Landscape and Lighting Maintenance District No. 1, Annexation No. 3, Zone 4, both districts comprised of Tract Map 17633-Phase I;

Street and Drainage Maintenance District No. 1, Annexation No. 4, Zone 5, comprised of Parcel Map 17455.

Attachment: Resolution No. 15-06 (1129 : Annual Assessment)

APPROVED AND ADOPTED this 7<sup>th</sup> day of April, 2015.

  
MAYOR

ATTEST:

  
TOWN CLERK

Attachment: Resolution No. 15-06 (1129 : Annual Assessment)

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
TOWN OF YUCCA VALLEY

I, Lesley R. Copeland, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Resolution No. 15-06 as duly and regularly adopted at a meeting of the Town Council of the Town of Yucca Valley, California at a meeting thereof held on the 7<sup>th</sup> day of April, 2015, by the following vote:

Ayes: Council Members Abel, Denison, Leone, Lombardo and Mayor Huntington  
Noes: None  
Abstain: None  
Absent: None



Lesley R. Copeland, CMC  
TOWN CLERK

Attachment: Resolution No. 15-06 (1129 : Annual Assessment)

**RESOLUTION NO. 15-10**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA CONFIRMING THE ASSESSMENT DIAGRAMS AND ASSESSMENTS AS SET FORTH IN THE ENGINEER’S REPORTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS AND STREET AND DRAINAGE MAINTENANCE DISTRICTS AND DECLARING ITS INTENT LEVY AND COLLECT ASSESSMENTS UPON REAL PROPERTY WITHIN SAID DISTRICTS FOR THE 2015-2016 TAX YEAR.**

**WHEREAS**, the following Landscape and Lighting Maintenance Districts and Street and Drainage Maintenance Districts have previously been formed pursuant to California Streets and Highways Code Section 22565 et. seq. and Government Code Section 53753 and Section 4 of Article XIID of the Constitution of the State of California.

Street and Drainage Maintenance District No. 1 and Landscape and Lighting Maintenance District No. 1 both districts comprised of Tract Map 16957 (34 residential lots) located on the east side of Acoma Trail between Joshua Drive and Golden Bee Drive. Improvements in these Districts are not yet constructed.

Street and Drainage Maintenance District No. 1, Annexation No. 1, Zone 2 and Landscape and Lighting Maintenance District No. 1 Annexation No. 1, Zone 2 both districts comprised of Tract Map 16587 (55 residential lots) located at the northeast corner of Acoma Trail and Zuni Trail. Improvements in these districts are constructed.

Street and Drainage Maintenance District No. 1, Annexation No. 2, Zone 3 and Landscape and Lighting Maintenance District No. 1, Annexation No. 2, Zone 3 both districts comprised of Tract Map 17328 (17 residential lots) located at the southwest corner of Emerson Avenue and Yucca Trail. Improvements in these Districts are not yet constructed.

Street and Drainage Maintenance District No. 1, Annexation 3, Zone 4 and Landscape and Lighting Maintenance District No. 1, Annexation No. 3, Zone 4 both districts comprised of Tract Map 17633-Phase I (61 residential lots) located at the southwest corner of Palomar Avenue and Onaga Trail. Improvements in these Districts are not yet constructed.

Street and Drainage Maintenance District No. 1, Annexation No. 4, Zone 5 comprised of Parcel Map 17455 (4 commercial lots) located approximately 1000 feet east of the intersection of Avalon Avenue and State Route 62. Improvements in these Districts are constructed; and

Attachment: Resolution No. 15 -10 (1129 : Annual Assessment)

**WHEREAS**, the improvements in the Landscape and Lighting Maintenance Districts are generally described as follows:

Regular maintenance, repair and replacement of all facilities within the public rights-of-ways or easements which shall include, but not be limited to, the landscaping, irrigation system, signage, perimeter wall, retaining walls, pedestrian path and erosion control plantings within or adjacent to the detention basins and drainage swale; operation, maintenance, repairs, replacement of and power for the street lighting; regular maintenance, repair and replacement of the landscape parkway strip and street trees; regular maintenance, repair and replacement of landscaping within public rights-of-ways or easements, and perimeter walls, including graffiti removal; regular maintenance, repair and replacement of pedestrian pathways, within the public rights-of-ways or easements and administrative services to operate the District including related administration, legal and contracted services costs; and

**WHEREAS**, the improvements in the Street and Drainage Maintenance Districts are generally described as follows:

Regular maintenance and operation of streets, roads and highways including but not limited to pavement rehabilitation, re-striping, slurry sealing, signing, street sweeping, traffic control devices and other repairs needed to keep the streets in a safe condition and to preserve the street network; maintenance and operation of drainage and flood control facilities, including but not limited to floodways, channels, percolation pond, storm drain systems including pipes and catch basins and appurtenant facilities, and administrative services to operate the District including related administration, legal and contracted services costs; and

**WHEREAS**, the assessment in the Districts is increased annually, as established at the time of initial formation of the District, by the change in the Consumer Price Index for all Urban Consumers for the Los Angeles Area (December – December); and

**WHEREAS**, no changes are proposed in the improvements in the Landscape and Lighting Maintenance District and the Street and Drainage Districts are proposed; and

**WHEREAS**, the Town Council approved Resolution No. 15-06 directing that an Engineer’s Report be prepared for each the aforementioned Districts for purposes of determining the levy of assessments for the 2015-2016 tax year; and

Attachment: Resolution No. 15 -10 (1129 : Annual Assessment)

**WHEREAS**, notice of this public hearing and Resolution of Intent has been given pursuant to Streets and Highways Code Sections 22626, 22552, and 22553 and Government Code Section 53753 and Government Code Section 6066.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Yucca Valley does resolve as follows:

**Section 1:** The assessments set forth in the Engineer’s Reports attached hereto as Exhibit A and hereby incorporated in this Resolution for the following Districts are hereby confirmed:

**Street and Drainage Maintenance District No. 1 and Landscape and Lighting Maintenance District No. 1** both districts comprised of Tract Map 16957 (34 residential lots) located on the east side of Acoma Trail between Joshua Drive and Golden Bee Drive.

**Street and Drainage Maintenance District No. 1, Annexation No. 1, Zone 2 and Landscape and Lighting Maintenance District No. 1 Annexation No. 1, Zone 2** both districts comprised of Tract Map 16587 (55 residential lots) located at the northeast corner of Acoma Trail and Zuni Trail.

**Street and Drainage Maintenance District No. 1, Annexation No. 2, Zone 3 and Landscape and Lighting Maintenance District No. 1, Annexation No. 2, Zone 3** both districts comprised of Tract Map 17328 (17 residential lots) located at the southwest corner of Emerson Avenue and Yucca Trail.

**Street and Drainage Maintenance District No. 1, Annexation 3, Zone 4 and Landscape and Lighting Maintenance District No. 1, Annexation No. 3, Zone 4** both districts comprised of Tract Map 17633-Phase I (61 residential lots) located at the southwest corner of Palomar Avenue and Onaga Trail.

**Street and Drainage Maintenance District No. 1, Annexation No. 4, Zone 5** comprised of Parcel Map 17455 (4 commercial lots) located approximately 1000 feet east of the intersection of Avalon Avenue and State Route 62; and

**Section 2:** The following assessments may be levied upon real property within the Town of Yucca Valley for fiscal year 2015-2016 at the rate not to exceed the maximum allowable assessment:

Street and Drainage Maintenance District No. 1: **\$61.76**  
Landscape and Lighting Maintenance District No. 1: **\$61.76**  
(Both districts comprised of Tract Map 16957 (34 residential lots)).

Attachment: Resolution No. 15 -10 (1129 : Annual Assessment)

Street and Drainage Maintenance District No. 1,  
Annexation No. 1, Zone 2: **\$378.18**  
Landscape and Lighting Maintenance District No. 1,  
Annexation No. 1, Zone 2: **\$187.72**  
(Both districts comprised of Tract Map 16587 (55 residential lots)).

Street and Drainage Maintenance District No. 1,  
Annexation No. 2, Zone 3: **\$114.70**  
Landscape and Lighting Maintenance District No. 1,  
Annexation No. 2, Zone 3: **\$111.76**  
(Both districts comprised of Tract Map 17328 (17 residential lots)).

Street and Drainage Maintenance District No. 1,  
Annexation 3, Zone 4: **\$36.06**  
Landscape and Lighting Maintenance District No. 1,  
Annexation No. 3, Zone 4: **\$36.88**  
(Both districts comprised of Tract Map 17633-Phase I (61 residential lots)).

Street and Drainage Maintenance District No. 1, Annexation No. 4, Zone 5  
comprised of Parcel Map 17455 (4-commercial lots). The Maximum Annual  
Assessment per EDU shall be:

- Parcel 1: \$1.90 per Benefit Unit for a total annual assessment of \$7,907.80**
- Parcel 2: \$1.90 per Benefit Unit for a total annual assessment of \$2,283.80**
- Parcel 3: \$1.90 per Benefit Unit for a total annual assessment of \$630.80**
- Parcel 4: \$1.90 per Benefit Unit for a total annual assessment of \$2,827.20**

**Section 3, Notice:** The Town shall give notice of the time and place of the Public Hearing to all property owners within the Districts by causing the publishing the attached Public Hearing Notice twice in the local paper of circulation, no less than 5 days apart, not including publication dates and at least 10 days prior to the public hearing, and by posting a copy of this resolution and the public hearing notice on the official bulletin board customarily used by the Town Council for the posting of notices. Any interested person may file a written protest with the Town Clerk prior to the conclusion of the Public Hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. At the Public Hearing, all interested person shall be afforded the opportunity to hear and be heard.

**Section 4, Notice of Public Hearing:** Notice is hereby given that a Public Hearing on these matters will be held by the Town Council on Tuesday, August

Attachment: Resolution No. 15 --10 (1129 : Annual Assessment)

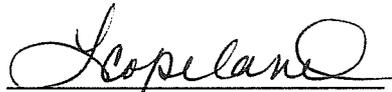
4, 2015, at 6:00pm, or as soon thereafter as feasible in the Community Center Yucca Room, 57090 29 Palms Highway, Yucca Valley, California, 92284.

APPROVED AND ADOPTED this 2<sup>nd</sup> day of June 2015.

Town of Yucca Valley

  
Mayor

ATTEST:

  
Lesley R. Copeland, CMC  
Town Clerk

Attachment: Resolution No. 15 -10 (1129 : Annual Assessment)

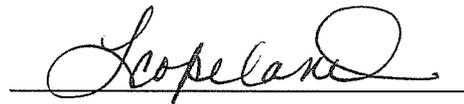
STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

I, Lesley R. Copeland, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Resolution No. 15-10 as duly and regularly adopted at a meeting of the Town Council of the Town of Yucca Valley, California at a meeting thereof held on the 2<sup>nd</sup> day of June, 2015, by the following vote:

Ayes:	Council Members Abel, Denison, Leone, Lombardo and Mayor Huntington
Noes:	None
Abstain:	None
Absent:	None



Lesley R. Copeland, CMC  
TOWN CLERK

Attachment: Resolution No. 15 -10 (1129 : Annual Assessment)

**ENGINEER'S REPORT FOR  
STREET AND DRAINAGE  
MAINTENANCE DISTRICT NO. 1  
BENEFIT ZONES 1-5**

**Fiscal Year 2015-16**

*Prepared for:*

**TOWN OF YUCCA VALLEY**  
San Bernardino County, California

*Prepared by:*

***K. Dennis Klingelhofer***  
***Assessment Engineer***

**April, 2015**

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

---

**PRELIMINARY ENGINEER'S REPORT**

**TOWN OF YUCCA VALLEY**

**STREET AND DRAINAGE MAINTENANCE DISTRICT No. 1, BENEFIT ZONES 1-5**

**TABLE OF CONTENTS**

Section I - Introduction ..... 1

Section II – Plans and Specifications ..... 2

Section III – Estimate of Costs..... 4

    Table 1: Cost Estimate ..... 4

Section IV - Assessment Roll ..... 6

Section V - Method of Apportionment of Assessment ..... 7

Section VI - Property Owner List ..... 10

Appendix A - Assessment Roll

**Attachment: Benefit Assessment District Engineering Reports (1129 : Annual Assessment)**

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

---

**PRELIMINARY ENGINEER'S REPORT**  
**TOWN OF YUCCA VALLEY**  
**STREET AND DRAINAGE MAINTENANCE DISTRICT No. 1**  
**BENEFIT ZONES 1-5**

The undersigned respectfully submits the enclosed Engineer's Report as directed by the Town Council.

Dated: April 10, 2015

\_\_\_\_\_

By: K. Dennis Klingelhofer, P.E.  
Assessment Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Lesley Copeland, Town Clerk  
Town of Yucca Valley  
San Bernardino County, California

By \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the Council of the Town of Yucca Valley, San Bernardino County, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Lesley Copeland, Town Clerk  
Town of Yucca Valley  
San Bernardino County, California

By \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with the County Auditor of the County of San Bernardino, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Lesley Copeland, Town Clerk  
Town of Yucca Valley  
San Bernardino County, California

By \_\_\_\_\_

Attachment: Benefit Assessment District Engineering Reports (1129 : Annual Assessment)

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

---

## SECTION I - INTRODUCTION

To ensure a flow of funds for the operation, maintenance and servicing of specified improvements within new development, the Town Council adopted Resolution No. 05-61 on October 27, 2005 to establish the Town of Yucca Valley Street Maintenance District No. 1 in accordance with the provisions of the Government Code and the provisions of Article XIII D of the State Constitution (Proposition 218) and the Benefit Act of 1982 of the Government Code.

Since the formation of the District, additional benefit zones have been established as part of the conditions of property development and approved by the original property owner(s) and the proposed assessments are based upon the costs of maintenance, repair and servicing of the improvements that provide special benefit to properties within each benefit zone in the District. The annual levy includes all proposed expenditures, fund balances, revenues and reserves; and is set aside in a Special Fund by the Town. The assessment to be levied within each benefit zone upon the parcels within it are proportionate to the special benefit they receive as set forth in the method of apportionment established at the time the time each benefit was established.

Payment of the assessment for each parcel will be made in the same manner and at the same time as payments are made for property taxes. All funds collected through the assessment must be placed in a special fund and can only be used for the purposes stated within this report.

As required by the Benefit Assessment Act of 1982, the Engineer's Report prepared for the formation of the District described the improvements to be maintained and serviced by the District which included:

1. Maintenance and operation of streets, roads and highways including but not limited to pavement rehabilitation, restriping, slurry sealing, signing, street sweeping, traffic control devices and other repairs needed to keep the streets in a safe condition and to preserve the street network;
2. Maintenance and operation of drainage and flood control facilities, including but not limited to floodways, channels, percolation pond, storm drain systems including pipes and catch basins and appurtenant facilities.

This annual update provides an estimated budget for each benefit zone within the District for fiscal year 2015-16 and lists the proposed assessments to be levied upon each assessable lot or parcel within the District.

The Town Council may order amendments to the budget as presented herein or confirm the report as submitted. Following final approval of the report and confirmation of the assessments, the Town Council may order the levy and collection of the assessment for Fiscal Year 2015-16. Upon approval, the assessments will be submitted to the San Bernardino County Auditor-Controller's Office to be included on the FY 2015-16 tax roll.

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

## SECTION II - PLANS AND SPECIFICATIONS

The facilities, which are to be constructed within the Street and Drainage Maintenance District No. 1, and those which maybe subsequently constructed, will be operated, maintained and serviced as generally described as follows:

**DESCRIPTION OF IMPROVEMENTS**  
**TOWN OF YUCCA VALLEY**  
**STREET AND DRAINAGE MAINTENANCE DISTRICT NO. 1**

**Zone 1 (Tract 16957)** - Improvements within this zone consist of streets, roads and highways, public alleyways and the storm drain system within Tract No. 16957. The District may maintain and operate these improvements including but not limited to pavement repair and rehabilitation, restriping, slurry sealing, street sweeping, signing, concrete repair, maintenance of storm drain pipes, catch basins and percolation ponds within the subdivision, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the satisfactory operation of the improvements which shall also include; vandalism abatement.

**Zone 2 (Tract 16857)** - Improvements within this zone consist of streets, roads and highways, public alleyways and the storm drain system within Tract No. 16857. The District may maintain and operate these improvements including but not limited to pavement repair and rehabilitation, restriping, slurry sealing, street sweeping, signing, concrete repair, maintenance of storm drain pipes, catch basins and percolation ponds within the subdivision, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the satisfactory operation of the improvements which shall also include; vandalism abatement.

**Zone 3 (Tract 17328)** - Improvements within this zone consist of streets, roads and highways, public alleyways and the storm drain system within Tract No. 17328. The District may maintain and operate these improvements including but not limited to pavement repair and rehabilitation, restriping, slurry sealing, street sweeping, signing, concrete repair, maintenance of storm drain pipes, catch basins and percolation ponds within the subdivision, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the satisfactory operation of the improvements which shall also include; vandalism abatement.

**Zone 4 (Tract 17633)** - Improvements within this zone consist of streets, roads and highways, public alleyways and the storm drain system within Tract No. 17633. The District may maintain and operate these improvements including but not limited to pavement repair and rehabilitation, restriping, slurry sealing, street sweeping, signing, concrete repair, maintenance of storm drain pipes, catch basins and percolation ponds within the subdivision, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the satisfactory operation of the improvements which shall also include; vandalism abatement.

**Zone 5 (Tract 17328)** - Improvements within this zone consist of streets, roads and highways, public alleyways and the storm drain system within Tract No. 17328. The District may maintain and operate these improvements including but not limited to pavement repair and rehabilitation, restriping, slurry sealing, street sweeping, signing, concrete repair, maintenance of storm drain pipes, catch basins and percolation ponds within the subdivision, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the satisfactory operation of the improvements which shall also include; vandalism abatement.

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

---

The plans and specifications for the improvements within each benefit zone are on file in the Office of the Town Engineer, Community Development/Public Works Department of the Town of Yucca Valley.

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

### SECTION III - ESTIMATE OF COST

The 1982 Act provides that the total cost of maintenance and operation of the streets and drainage facilities can be recovered by the District including administration of the District, engineering fees, legal fees, printing, posting, and mailing of notices, and all other costs associated with the annual levy and collection of assessments can also be included.

The following operation, maintenance and servicing costs for Fiscal Year 2015-16 are proposed to be included in the Street and Drainage Maintenance District No.1, including contributions to reserves.

The 1982 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. Any balance remaining on July 1 must be carried over to the next fiscal year.

Town of Yucca Valley Street and Drainage Maintenance District No. 1 Estimated Annual Costs					
Fiscal Year 2015-16	Benefit Zone 1 (Tract 16957)	Benefit Zone 2 (Tract 16587)	Benefit Zone 3 (Tract 17328)	Benefit Zone 4 (Tract 17633)	Benefit Zone 5 (PM 17455)
<b>Maintenance &amp; Servicing</b>					
Surfacing	\$ -	\$ 4,700.00	\$ -	\$ -	\$ 1,255.00
Street Sweeping	\$ -	\$ 300.00	\$ -	\$ -	\$ 100.00
Vandalism Abatement	\$ -	\$ 350.00	\$ -	\$ -	\$ 300.00
Storm Drain Maintenance	\$ -	\$ 2,600.00	\$ -	\$ -	\$ 4,600.00
Rehabilitation Reserve	\$ -	\$ 10,700.00	\$ -	\$ -	\$ 3,800.00
Subtotal	\$ -	\$ 18,650.00	\$ -	\$ -	\$ 10,055.00
<b>Incidental Expenses</b>					
City Administration	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Assessment Engineering	\$ 750.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 500.00
County Administration Fee	\$ 350.00	\$ 500.00	\$ 300.00	\$ 550.00	\$ 200.00
Operating Reserve	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 2,100.00	\$ 2,150.00	\$ 1,950.00	\$ 2,200.00	\$ 1,700.00
<b>Annual Levy</b>					
Total Maintenance and Incidental Expenses	\$ 2,100.00	\$ 20,800.00	\$ 1,950.00	\$ 2,200.00	\$ 11,755.00
Less Contribution from Reserves					
Operating	\$ -	\$ -	\$ -	\$ -	\$ (2,000.00)
Capital Replacement	\$ -	\$ -	\$ -	\$ -	\$ -
Balance to Levy	\$ 2,100.00	\$ 20,800.00	\$ 1,950.00	\$ 2,200.00	\$ 13,755.00
Total EDU's /BU's	34	55	17	61	7,184
Proposed Levy per EDU	\$ 61.76	\$ 378.18	\$ 114.70	\$ 36.06	\$ 1.90
Maximum Allowable Levy per EDU	\$ 845.96	\$ 486.83	\$ 737.30	\$ 505.31	\$ 2.24
<b>Fund Balance Summary</b>					
Operating Reserve (Projected as of July 1, 2015)	\$ 4,186.43	\$ 4,186.43	\$ 4,186.43	\$ 4,186.43	\$ 6,442.04
Contribution to Operating Reserve	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
Projected Operating Reserve as of June 30, 2016	\$ 4,186.43	\$ 4,186.43	\$ 4,186.43	\$ 4,186.43	\$ 8,442.04
Capital Replacement Reserve (Projected as of July 1, 2015)	\$ -	\$ -	\$ -	\$ -	\$ 33,683.33
Contribution to Capital Replacement Reserve	\$ -	\$ 10,700.00	\$ -	\$ -	\$ 3,800.00
Projected Capital Replacement Reserve as of June 30, 2016	\$ -	\$ 10,700.00	\$ -	\$ -	\$ 37,483.33

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

Since construction of the improvements in several of the benefit zones has not been completed, a reduced assessment is proposed to be levied in several of the benefit zones for 2015-16. However, the Maximum Annual Assessment per EDU will be increased as established at the time of formation by the change in Consumer Price Index for all Urban Consumers for the Los Angeles Area (December – December) to provide sufficient revenues for the maintenance of the improvements in future years. The Maximum Allowable Assessment by Benefit Zone for 2015-16 shall be as shown below:

Benefit Zone	Fiscal Year				
	2011-12	2012-13	2013-14	2014-15	2015-16
	% Change in CPI				
	1.23%	2.29%	1.93%	1.14%	1.68%
Zone 1 - Tract 16957	\$ 782.85	\$ 800.76	\$ 816.23	\$ 832.00	\$ 845.96
Zone 2 - Tract 16587	\$ 450.51	\$ 460.81	\$ 469.72	\$ 478.80	\$ 486.83
Zone 3 - Tract 17328	\$ 682.30	\$ 697.90	\$ 711.39	\$ 725.14	\$ 737.30
Zone 4 - Tract 17633	\$ 467.61	\$ 478.31	\$ 487.55	\$ 496.97	\$ 505.31
Zone 5 - Tract 17455	\$ 2.07	\$ 2.12	\$ 2.16	\$ 2.20	\$ 2.24

The Town shall have no obligation to commit funds in excess of the assessment revenues collected for the maintenance of the improvements within each benefit zone and the level of maintenance provided shall be adjusted to match the funds available. In addition, funds collected may be used to reimburse the Town for any funds advanced, including funds advanced for district administration.

The funds in the Rehabilitation Reserve for each Benefit Zone will be set aside annually and shall only be used for the replacement or rehabilitation of the improvements within that Benefit Zone unless the Town determines that there is a surplus based upon expected future replacement costs.

Funds raised by the assessments shall be used only for the purpose as stated herein. Any balance remaining on July 1 must be carried over to the next fiscal year unless the funds are being accumulated for future capital improvements and operating reserves. The District may accumulate an operating reserve which shall not exceed the annual estimated costs of maintenance and servicing.

The 1982 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. Any balance remaining on July 1 must be carried over to the next fiscal year.

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

---

**SECTION IV - ASSESSMENT ROLL**

The proposed assessment for Fiscal Year 2015-16 apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, is shown in Appendix A.

The description of each lot or parcel is part of the records of the Assessor of the County of San Bernardino and these records are, by reference, made part of this Report.

The total Assessment to be levied for 2015-16 Fiscal Year as approved by the Town Council per EDU/BU is shown below.

Zone	Number of EDU's/Trips	Rate per EDU/BU's	Total FY15-16 Assessment
<b>Benefit Zone 1 (Tract 16957)</b>	34	\$61.76	\$2,099.84
<b>Benefit Zone 2 (Tract 16587)</b>	55	\$378.18	\$20,799.90
<b>Benefit Zone 3 (Tract 17328)</b>	17	\$114.70	\$1,949.90
<b>Benefit Zone 4 (Tract 17633)</b>	61	\$36.06	\$2,199.66
<b>Benefit Zone 5 (PM 17455)</b>	7,184	\$1.90	\$13,649.60

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

## SECTION V - METHOD OF APPORTIONMENT OF ASSESSMENT

Chapter 6.4, Division 2, Title 5, of the Government Code, the Benefit Assessment Act of 1982, permits the establishment of assessment districts by Cities for the purpose of financing the maintenance and operation of certain public improvements including streets and drainage facilities.

Section 54711 of the Benefit Assessment Act of 1982 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This Section states:

- (a) No benefit assessment shall be levied pursuant to this chapter unless it meets all of the following requirements:
  - (1) The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service. Except as provided in subdivision (d) or (e) of Section 54715, in the case of a benefit assessment for flood control services, the benefit must be determined on the basis of the proportionate storm water runoff from each parcel. In the case of an assessment for the maintenance of streets, roads, or highways, the benefit shall be in proportion to the estimated traffic volume to be generated by each parcel assessed, or by any other reasonable basis as determined by the legislative body.
  - (2) The annual aggregate amount of the assessment shall not exceed the estimated annual cost of providing the service.
  - (3) The revenue derived from the assessment shall not be used to pay the cost of any service other than the service for which the assessment was levied.
- (b) This section does not limit or prohibit the levy or collection of any other fee, charge, or tax for the provision of services, except that a maintenance district formed pursuant to Chapter 7 (commencing with Section 1550) of Division 2 of the Streets and Highways Code shall impose an assessment pursuant to this chapter only as an alternative to imposing a property tax for the provision of street lighting services.

Excepted from the assessment would be the areas of all public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, all easements and rights-of-ways, all public parks, greenbelts and parkways, public school property and all other publicly owned property.

The costs for the operation, maintenance and servicing of the improvements maintained for each zone are apportioned in accordance with the methodology which was established by the Town Council upon formation of the District and is shown below:

### **Method of Assessment – Zones 1-4**

Benefit Zones 1-4 were established to provide a funding source for the maintenance and servicing of streets, roads, highways and storm drain facilities within the boundaries of each Benefit Zone which consist of single family residential parcels. The services within each of

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

these Benefit Zones consist of the maintenance of public roads which provide access and drainage to those parcels of land within each Benefit Zone.

Parcels benefiting from the street and storm drainage maintenance within each of these Benefit Zones have been determined to be predominantly of the same land use type, specifically, single family detached home sites. Therefore, each home within each Benefit Zone receives the same benefit from the maintenance of the streets and drainage improvements and shall be treated equally in determining the method of spreading assessments.

The assessment costs for the operation; maintenance and servicing of the improvements are apportioned in accordance with the methodology as established by the Town Council upon formation of the District and the establishment of each benefit zone. It was determined at that time that the most equitable method for spreading the estimated benefit received by each parcel should be based on the Equivalent Dwelling Unit (EDU) method. Each residential parcel will be assessed on the basis of one EDU per parcel. The formula for each of the Benefit Zones 1-4 is as follows:

$$\text{Assessable budget} \div \text{total EDUs} = \text{rate per EDU}$$

Benefit Zone	Landuse	Parcels	Dwelling Units	EDU Factor	Total EDUs	Rate/EDU	Total Asmt.
1	Residential	34	34	1.00/DU	34	\$61.76	\$2,099.84
2	Residential	55	55	1.00/DU	55	\$378.18	\$20,799.90
3	Residential	17	17	1.00/DU	17	\$114.70	\$1,949.90
4	Residential	61	61	1.00/DU	61	\$36.06	\$2,199.66

### **Method of Assessment - Zone 5**

Benefit Zone 5 was established to provide a funding source for the maintenance and servicing of streets, roads, highways and storm drain facilities within the boundaries of Benefit Zone 5. As a condition of development, the developer was required to construct Palisades Drive from the boundary of Parcel Map 17455 to Avalon Street. Palisades Drive is the primary access to the area within Parcel Map 17455. Parcel No. 0601-201-37-0000 located adjacent to Parcel Map 17455 takes primary access from Avalon Street, and therefore only receives an incidental benefit from the improvements to be maintained by the District.

The assessment costs for the operation; maintenance and servicing of the improvements are apportioned on the basis of the trips estimated to be generated by each parcel in accordance with the methodology as established by the Town Council upon formation of the Benefit Zone. The parcels will be assessed on the basis of one Benefit Unit (BU) per trip generated. Trip generation rates were based upon land use and the trip generation rates shown in the AGR Traffic Study prepared at the time of development approval. The formula is as follows:

$$\text{Assessable budget} \div \text{total BU's} = \text{rate per BU}$$

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

<b>Benefit Zone</b>	<b>Landuse</b>	<b>Building Sq Ft</b>	<b>Avg Daily Trips</b>	<b>Total BU's</b>	<b>Rate/BU</b>	<b>Total Asmt.</b>
5	Parcel 1 - Home Depot	139,656	4,162	4,162	\$1.90	\$13,649.60
	Parcel 2 – Specialty Retail	27,110	1,202	1,202	\$1.90	
	Parcel 3 – Specialty Retail	7,500	332	332	\$1.90	
	Parcel 4 – Fast Food	3,000	1,488	1,488	\$1.90	

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

---

**SECTION VI - PROPERTY OWNER LIST**

A list of names and addresses of the owners of all parcels within the Street and Drainage Maintenance Districts shown on the last equalized Property Tax Roll of the Assessor of the County of San Bernardino, which by reference is hereby made a part of this report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll in Appendix A.

**APPENDIX A**

**TOWN OF YUCCA VALLEY**  
**STREET AND DRAINAGE MAINTENANCE DISTRICT No. 1**  
**ASSESSMENT ROLL**  
**Fiscal Year 2015-16**

**Attachment: Benefit Assessment District Engineering Reports (1129 : Annual Assessment)**

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

Benefit Zone 1 - Tract 16957

APN	Maximum Allowable Assessment	Assessment to Levy
585621010000	\$845.96	\$61.76
585621020000	\$845.96	\$61.76
585621030000	\$845.96	\$61.76
585621040000	\$845.96	\$61.76
585621050000	\$845.96	\$61.76
585621060000	\$845.96	\$61.76
585621070000	\$845.96	\$61.76
585621080000	\$845.96	\$61.76
585621090000	\$845.96	\$61.76
585621100000	\$845.96	\$61.76
585621110000	\$845.96	\$61.76
585621120000	\$845.96	\$61.76
585621130000	\$845.96	\$61.76
585621140000	\$845.96	\$61.76
585621150000	\$845.96	\$61.76
585621160000	\$845.96	\$61.76
585621170000	\$845.96	\$61.76
585621180000	\$845.96	\$61.76
585621190000	\$845.96	\$61.76
585621200000	\$845.96	\$61.76
585621210000	\$845.96	\$61.76
585621220000	\$845.96	\$61.76
585621230000	\$845.96	\$61.76
585621240000	\$845.96	\$61.76
585621250000	\$845.96	\$61.76
585621260000	\$845.96	\$61.76
585621270000	\$845.96	\$61.76
585621280000	\$845.96	\$61.76
585621290000	\$845.96	\$61.76
585621300000	\$845.96	\$61.76
585621310000	\$845.96	\$61.76
585621320000	\$845.96	\$61.76
585621330000	\$845.96	\$61.76
585621340000	\$845.96	\$61.76
<b>Total:</b>	<b>\$28,762.64</b>	<b>\$2,099.84</b>

Attachment: Benefit Assessment District Engineering Reports (1129 : Annual Assessment)

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

Benefit Zone 2 - Tract 16587

APN	Maximum Allowable Assessment	Assessment to Levy	APN	Maximum Allowable Assessment	Assessment to Levy
587441010000	\$486.83	\$378.18	587441290000	\$486.83	\$378.18
587441020000	\$486.83	\$378.18	587441300000	\$486.83	\$378.18
587441030000	\$486.83	\$378.18	587441310000	\$0.00	\$0.00
587441040000	\$486.83	\$378.18	587451040000	\$486.83	\$378.18
587441050000	\$486.83	\$378.18	587451050000	\$486.83	\$378.18
587441060000	\$486.83	\$378.18	587451060000	\$486.83	\$378.18
587441070000	\$486.83	\$378.18	587451070000	\$486.83	\$378.18
587441080000	\$486.83	\$378.18	587451080000	\$486.83	\$378.18
587441090000	\$486.83	\$378.18	587451090000	\$486.83	\$378.18
587441100000	\$486.83	\$378.18	587451100000	\$486.83	\$378.18
587441110000	\$486.83	\$378.18	587451110000	\$486.83	\$378.18
587441120000	\$486.83	\$378.18	587451120000	\$486.83	\$378.18
587441130000	\$486.83	\$378.18	587451130000	\$486.83	\$378.18
587441140000	\$486.83	\$378.18	587451140000	\$486.83	\$378.18
587441150000	\$486.83	\$378.18	587451150000	\$486.83	\$378.18
587441160000	\$486.83	\$378.18	587451160000	\$486.83	\$378.18
587441170000	\$486.83	\$378.18	587451170000	\$486.83	\$378.18
587441180000	\$486.83	\$378.18	587451180000	\$486.83	\$378.18
587441190000	\$486.83	\$378.18	587451190000	\$486.83	\$378.18
587441200000	\$486.83	\$378.18	587451200000	\$486.83	\$378.18
587441210000	\$486.83	\$378.18	587451210000	\$486.83	\$378.18
587441220000	\$486.83	\$378.18	587451220000	\$486.83	\$378.18
587441230000	\$486.83	\$378.18	587451230000	\$486.83	\$378.18
587441240000	\$486.83	\$378.18	587451240000	\$486.83	\$378.18
587441250000	\$486.83	\$378.18	587451250000	\$486.83	\$378.18
587441260000	\$486.83	\$378.18	587451260000	\$486.83	\$378.18
587441270000	\$486.83	\$378.18	587451270000	\$486.83	\$378.18
587441280000	\$486.83	\$378.18	587451280000	\$486.83	\$378.18
<b>TOTAL ASSEMENT</b>				<b>\$26,775.65</b>	<b>\$20,799.90</b>

Attachment: Benefit Assessment District Engineering Reports (1129 : Annual Assessment)

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

Benefit Zone 3 - Tract 17328

APN	Maximum Allowable Assessment	Assessment to Levy
588311100000	\$737.30	\$114.70
588311110000	\$737.30	\$114.70
588311120000	\$737.30	\$114.70
588311130000	\$737.30	\$114.70
588311140000	\$737.30	\$114.70
588311150000	\$737.30	\$114.70
588311160000	\$737.30	\$114.70
588311170000	\$737.30	\$114.70
588311180000	\$737.30	\$114.70
588311190000	\$737.30	\$114.70
588311200000	\$737.30	\$114.70
588311210000	\$737.30	\$114.70
588311220000	\$737.30	\$114.70
588311230000	\$737.30	\$114.70
588311240000	\$737.30	\$114.70
588311250000	\$737.30	\$114.70
588311260000	\$737.30	\$114.70
<b>TOTAL ASSEMENT</b>	<b>\$12,534.10</b>	<b>\$1,949.90</b>

Attachment: Benefit Assessment District Engineering Reports (1129 : Annual Assessment)

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

**Benefit Zone 4 - Tract 17633**

Tract	Lot	Maximum Allowable Assessment	Assessment to Levy	Lot	Maximum Allowable Assessment	Assessment to Levy
17633	1	\$505.31	\$36.06	32	\$505.31	\$36.06
17633	2	\$505.31	\$36.06	33	\$505.31	\$36.06
17633	3	\$505.31	\$36.06	34	\$505.31	\$36.06
17633	4	\$505.31	\$36.06	35	\$505.31	\$36.06
17633	5	\$505.31	\$36.06	36	\$505.31	\$36.06
17633	6	\$505.31	\$36.06	37	\$505.31	\$36.06
17633	7	\$505.31	\$36.06	38	\$505.31	\$36.06
17633	8	\$505.31	\$36.06	39	\$505.31	\$36.06
17633	9	\$505.31	\$36.06	40	\$505.31	\$36.06
17633	10	\$505.31	\$36.06	41	\$505.31	\$36.06
17633	11	\$505.31	\$36.06	42	\$505.31	\$36.06
17633	12	\$505.31	\$36.06	43	\$505.31	\$36.06
17633	13	\$505.31	\$36.06	44	\$505.31	\$36.06
17633	14	\$505.31	\$36.06	45	\$505.31	\$36.06
17633	15	\$505.31	\$36.06	46	\$505.31	\$36.06
17633	16	\$505.31	\$36.06	47	\$505.31	\$36.06
17633	17	\$505.31	\$36.06	48	\$505.31	\$36.06
17633	18	\$505.31	\$36.06	49	\$505.31	\$36.06
17633	19	\$505.31	\$36.06	50	\$505.31	\$36.06
17633	20	\$505.31	\$36.06	51	\$505.31	\$36.06
17633	21	\$505.31	\$36.06	52	\$505.31	\$36.06
17633	22	\$505.31	\$36.06	53	\$505.31	\$36.06
17633	23	\$505.31	\$36.06	54	\$505.31	\$36.06
17633	24	\$505.31	\$36.06	55	\$505.31	\$36.06
17633	25	\$505.31	\$36.06	56	\$505.31	\$36.06
17633	26	\$505.31	\$36.06	57	\$505.31	\$36.06
17633	27	\$505.31	\$36.06	58	\$505.31	\$36.06
17633	28	\$505.31	\$36.06	59	\$505.31	\$36.06
17633	29	\$505.31	\$36.06	60	\$505.31	\$36.06
17633	30	\$505.31	\$36.06	61	\$505.31	\$36.06
17633	31	\$505.31	\$36.06			
<b>TOTAL ASSEMENT</b>					<b>\$30,823.91</b>	<b>\$2,199.66</b>

Attachment: Benefit Assessment District Engineering Reports (1129 : Annual Assessment)

**TOWN OF YUCCA VALLEY**  
**Street and Drainage Maintenance District No. 1**  
**Benefit Zones 1-5**

Benefit Zone 5 - Map 17455

Assessor Parcel Number	Landuse	Building Sq Ft	Avg Daily Trips	Total EDUs	Rate/EDU	Total Asmt.
601201450000	Parcel 1 - Home Depot	139,656	4,162	4,162	\$1.90	\$ 7,907.80
601201460000	Parcel 2 – Specialty Retail	27,110	1,202	1,202	\$1.90	\$ 2,283.80
601201470000	Parcel 3 – Specialty Retail	7,500	332	332	\$1.90	\$ 630.80
601201480000	Parcel 4 – Fast Food	3,000	1,488	1,488	\$1.90	\$ 2,827.20
<b>Total</b>						\$13,649.60

**ENGINEER'S REPORT FOR  
LANDSCAPE AND LIGHTING  
MAINTENANCE DISTRICT NO. 1  
BENEFIT ZONES 1-4**

**Fiscal Year 2015-16**

*Prepared for:*

**TOWN OF YUCCA VALLEY**  
San Bernardino County, California

*Prepared by:*

***K. Dennis Klingelhofer, P.E.***  
***Assessment Engineer***

**April, 2015**

**PRELIMINARY ENGINEER'S REPORT  
TOWN OF YUCCA VALLEY  
LANDSCAPE & LIGHTING MAINTENANCE DISTRICT No. 1, BENEFIT ZONES 1-4**

**TABLE OF CONTENTS**

Section I - Introduction ..... 1

Section II – Plans and Specifications..... 2

Section III – Estimate of Costs ..... 3

    Table 1: Cost Estimate..... 3

Section IV - Assessment District Diagram ..... 5

Section V - Method of Apportionment of Assessment..... 6

Section VI - Property Owner List & Assessment Roll..... 9

Appendix A – Assessment Diagrams

Appendix B - FY 2015-16 Assessment Roll

Attachment: Landscape and Lighting Assessment District Engineering Reports (1129 : Annual Assessment)



## SECTION I - INTRODUCTION

To insure a flow of funds for the maintenance, repair and servicing of specified improvements within Tract 16957; the Town Council adopted Resolution No. 05-60 on October 27, 2005 to establish the District in accordance with the provisions of Part 2 of Division 15 of the California Streets and Highways Code, Sections 22500 through 22679, and the provisions of Article XIID of the State Constitution (Proposition 218).

The District was established as part of the conditions of property development and approved by the original property owner(s) and the proposed assessments are based upon the costs of maintenance, repair and servicing of the improvements that provide special benefit to properties within the District. The annual levies includes all proposed expenditures, fund balances, revenues and reserves, and are set aside in a Special Fund by the Town. The assessment to be levied upon the parcels within each Benefit Zone are proportionate to the special benefit they receive as set forth in the method of apportionment established at the time the Benefit Zone was formed.

Payment of the assessment for each parcel will be made in the same manner and at the same time as payments are made for property taxes. All funds collected through the assessment must be placed in a special fund and can only be used for the purposes stated within this report.

As required by the Landscaping and Lighting Act of 1972, this Engineer's Report describes the improvements to be maintained by the District, provides an estimated budget for the District, sets the Maximum Allowable Assessment which may be levied upon each parcel and lists the proposed assessments to be levied upon each assessable lot or parcel within the District for 2015-16

The Town will hold a Public Hearing on \_\_\_\_\_, to provide an opportunity for any interested person to be heard. Following consideration of public comments and review of this report, the Town Council may order amendments to the Report or confirm the report as submitted. Following final approval of the report and confirmation of the assessments, the Town Council may order the levy and collection of the assessment for Fiscal Year 2015-16. Upon approval, the assessments will be submitted to the San Bernardino County Auditor-Controller's Office to be included on the FY 2015-16 tax roll.

## SECTION II - PLANS AND SPECIFICATIONS

The facilities, which will be constructed, maintained, repaired and serviced each Benefit Zone within Landscaping and Lighting Maintenance District No. 1 and which provide special benefits to parcels and properties within each Benefit Zone may include the following:

- Regular maintenance, repair and replacement of all facilities within the public rights-of-ways or easements which shall include, but not be limited to, the landscaping, irrigation system, signage, perimeter wall, retaining walls, pedestrian path and erosion control plantings within or adjacent to the detention basins and drainage swale.
- Operation, maintenance, repairs, replacement of and power for the street lighting.
- Regular maintenance, repair and replacement of the landscape parkway strip and street trees.
- Regular maintenance, repair and replacement of landscaping within public rights-of-ways or easements, and perimeter walls, including graffiti removal.
- Regular maintenance, repair and replacement of pedestrian pathways, within the public rights-of-ways or easements.
- Administrative services to operate the District.

Services include, but are not limited to: personnel; electrical energy; utilities such as water; materials; contractual services; grading; clearing; removal of debris; installation or construction of curbs, gutters, walls, sidewalks, paving, irrigation, drainage, hardscapes, trees, furnishings such as pots, bollards, tree grates, and appurtenant facilities as required to provide an aesthetically pleasing environment throughout the District; and other items necessary for the maintenance or servicing or both including the facilities described below.

Maintenance means the furnishing of services and materials for the ordinary and usual operations, maintenance and servicing of the landscaping, public park facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public park or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; and the removal of trimmings, rubbish, debris and other solid waste. Servicing means the furnishing of water for the irrigation of the landscaping, and recreational facilities or appurtenant facilities.

Plans and specifications for the improvements within each Benefit Zone shall be as approved by the Town of Yucca Valley and upon approval shall be placed on file in the Office of the Town Engineer, Community Development/Public Works Department, Town of Yucca Valley. Town staff will determine the frequency and specific maintenance activities required to maintain these improvements.

**TOWN OF YUCCA VALLEY**  
**Landscape & Lighting Maintenance District No. 1**  
**Benefit Zones 1-4**

### SECTION III - ESTIMATE OF COST

The 1972 Act provides that the total cost of installation, construction, operation, maintenance and servicing of landscaping and appurtenant facilities can be recovered by the District. Maintenance can include the repair and replacement of existing facilities. Servicing can include electrical and associated costs from a public utility. Incidental expenses, including administration of the District, engineering fees, legal fees, printing, posting, and mailing of notices, and all other costs associated with the annual collection process can also be included.

The projected costs for the maintenance, repair and servicing costs of the improvements within each Benefit including contributions to reserves for Fiscal Year 2015-16 are summarized below.

<b>Town of Yucca Valley</b>				
<b>Lighting and Landscape Maintenance District No. 1</b>				
<b>Estimated Annual Costs Fiscal Year 2015-16</b>				
<b>Fiscal Year 2015-16</b>	<b>Benefit Zone 1 (Tract 16957)</b>	<b>Benefit Zone 2 (Tract 16587)</b>	<b>Benefit Zone 3 (Tract 17328)</b>	<b>Benefit Zone 4 (Tract 17633)</b>
<b>Estimated Annual Maintenance Cost</b>				
Electricity for Street Lights	\$ -	\$ 1,300.00	\$ -	\$ -
Acoma Trail Parkway Maintenance	\$ -	\$ 1,875.00	\$ -	\$ -
Yucca Trail Parkway Maintenance	\$ -	\$ -	\$ -	\$ -
Irrigation Water	\$ -	\$ 900.00	\$ -	\$ -
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -
Retention Basin Landscape & Irrigation	\$ -	\$ 3,350.00	\$ -	\$ -
Capital Replacements	\$ -	\$ 750.00	\$ -	\$ -
Subtotal	\$ -	\$ 8,175.00	\$ -	\$ -
<b>Administration Costs</b>				
Town Administration	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Assessment Engineering	\$ 750.00	\$ 650.00	\$ 650.00	\$ 650.00
County Administration Fees	\$ 350.00	\$ 500.00	\$ 250.00	\$ 600.00
Subtotal	\$ 2,100.00	\$ 2,150.00	\$ 1,900.00	\$ 2,250.00
<b>Annual Levy</b>				
Total Direct and Administration Costs	\$ 2,100.00	\$ 10,325.00	\$ 1,900.00	\$ 2,250.00
Capital Replacement Reserve Contribution	\$ -	\$ -	\$ -	\$ -
Operating Reserve Contribution				
Less Contribution from Reserves				
Operating	\$ -	\$ -	\$ -	\$ -
Capital Replacement	\$ -	\$ -	\$ -	\$ -
Balance to Levy	\$ 2,100.00	\$ 10,325.00	\$ 1,900.00	\$ 2,250.00
Total EDU's	34	55	17	61
Proposed Levy per Edu	\$ 61.76	\$ 187.72	\$ 111.76	\$ 36.88
Maximum Allowable Levy	\$ 215.80	\$ 245.11	\$ 424.20	\$ 209.38
<b>Fund Balance Summary (Projected as of June 30, 2014)</b>				
Operating Reserve (Projected as of July 1, 2015)	\$ 3,998.00	\$ 3,998.00	\$ 3,998.00	\$ 3,998.00
Contribution to Operating Reserve	\$ -	\$ -	\$ -	\$ -
Projected Operating Reserve as of June 30, 2016	\$ 3,998.00	\$ 3,998.00	\$ 3,998.00	\$ 3,998.00
Capital Replacement Reserve (Projected as of July 1, 2015)	\$ -	\$ -	\$ -	\$ -
Contribution to Capital Replacement Reserve	\$ -	\$ -	\$ -	\$ -
Projected Capital Replacement Reserve as of June 30, 2016	\$ -	\$ -	\$ -	\$ -

Since construction of the improvements in Benefit Zones 1, 3 and 4 have not been completed, a reduced assessment is proposed to be levied for 2015-16. However, as established at the time of District Formation, the Maximum Allowable Annual Assessment per EDU which may be

**TOWN OF YUCCA VALLEY**  
**Landscape & Lighting Maintenance District No. 1**  
**Benefit Zones 1-4**

levied in future years will be increased by the Consumer Price Index for all Urban Consumers for the Los Angeles Area (December – December) to provide sufficient revenues for the maintenance of the improvements in future years. The Maximum Allowable Annual Assessment for 2015-16 shall be as shown below:

Benefit Zone	Fiscal Year			
	2012-13	2013-14	2014-15	2015-16
	% Change in CPI			
	2.29%	1.93%	1.14%	1.68%
Zone 1 - Tract 16957	\$ 202.86	\$ 207.50	\$ 212.24	\$ 215.80
Zone 2 - Tract 16587	\$ 230.41	\$ 235.68	\$ 241.07	\$ 245.11
Zone 3 - Tract 17328	\$ 398.75	\$ 407.87	\$ 417.20	\$ 424.20
Zone 4 - Tract 17633	\$ 196.82	\$ 201.32	\$ 205.93	\$ 209.38

The Town shall have no obligation to commit funds in excess of the assessment revenues collected for the maintenance of the improvements and the level of maintenance provided shall be adjusted to match the funds available.

The funds in the Capital Replacement Reserve will be used for the replacement or rehabilitation of landscaping, irrigation systems, signage, perimeter walls, retaining walls, streetlights, pathways or other improvements maintained by the District. The funds will be set aside annually and shall only be used for the replacement or rehabilitation of the improvements unless the Town determines that there is a surplus based upon expected future replacement costs.

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by the assessments shall be used only for the purpose as stated herein. Any balance remaining on July 1 must be carried over to the next fiscal year unless the funds are being accumulated for future capital improvements and operating reserves. The District may accumulate an operating reserve which shall not exceed the annual estimated costs of maintenance and servicing.

#### **SECTION IV - ASSESSMENT DISTRICT DIAGRAM**

The boundaries of each Benefit Zone within Landscape and Lighting Maintenance District No. 1 are on file in the Office of the Town Clerk and are incorporated in this Report by reference.

A detailed description of the lines and dimensions of each lot or parcel within the assessment District are those lines and dimensions shown on the maps of the Assessor of the County of San Bernardino for FY 2015-16.

## SECTION V - METHOD OF APPORTIONMENT OF ASSESSMENT

### GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by Agencies for the purpose of providing certain public improvements which include the operation, maintenance and servicing of landscaping and street lighting improvements for the purpose of:

- improving the livability, appearance, and economic conditions within the boundaries of the District, and
- ensuring that improvements do not reach a state of deterioration or disrepair so as to cause the depreciation of surrounding property or be materially detrimental to nearby properties and improvements; and
- protecting the health, safety and general welfare of occupants and visitors to properties.

Section 22573 of the Landscape and Lighting Act of 1972 requires that maintenance assessments must be levied according to benefit rather than according to assessed value. This Section states:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."*

*The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000) [of the Streets and Highways Code, State of California])."*

In addition, Article XIII D, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property.

Because assessments are levied on the basis of benefit, they are considered a user's fee, not a tax, and, therefore, are not governed by Article IIIA of the California Constitution.

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22547).

Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax." Article XIII D provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways.

As adopted at the time of formation of Landscape and Lighting Maintenance District No. 1 and confirmed by the City Council following the public hearing, the following benefits were determined to accrue to parcels within the District:

### **LANDSCAPING BENEFIT DETERMINATION**

Trees, landscaping, irrigation system, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhance the desirability of the surroundings, and therefore increase property values of the parcels within each Benefit Zone.

### **STREET LIGHTING BENEFIT DETERMINATION**

The proper functioning of street lighting is imperative for the welfare and safety of the property owners within the District. Proper operation, maintenance, and servicing of a street lighting system benefits properties with each Benefit Zone by providing increased illumination for ingress and egress, safety traveling at night, improved security, protection of property and the reduction of traffic accidents.

### **PARCEL CLASSIFICATIONS**

**Single Family Residential** - The single-family residential parcel classification will be per the *Town of Yucca Valley* land use designation and will be assessed on a per parcel basis. Each single family residential parcel will be assigned 1 Equivalent Dwelling Unit (EDU).

**Exempt** - Exempted from the assessment would be the areas of all public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, all easements and rights-of-ways, all public parks, greenbelts and parkways and all other public property designated open space.

Other parcel classifications will be included as necessary to accommodate future annexations.

### **ZONE CLASSIFICATION**

Benefit Zone No. 1 through 4 have been established to provide a funding source for the operation, maintenance and servicing of landscaping and lighting improvements within the boundaries of each benefit zone. Future benefit zones will be established in the future as development occurs and improvements are constructed in those benefit zone which will provide a specific and special benefit to the parcels within each benefit zone.

### **BENEFIT SPREAD METHODOLOGY**

The total operation, maintenance and servicing cost for the landscaping, street lighting, and open space improvements within each Benefit Zone are apportioned in accordance with a methodology that is consistent with standard assessment engineering practices.

Since the assessments are levied on the owners of properties as shown on the secured property tax rolls, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread by parcel, not considering land use, this would not be equitable, because a single-family parcel would be paying the same as a 50-unit apartment parcel or a

**TOWN OF YUCCA VALLEY**  
**Landscape & Lighting Maintenance District No. 1**  
**Benefit Zones 1-4**

large commercial establishment. Therefore, as previously stated, the total assessment costs are spread to each parcel of land based on the benefit received by each particular parcel.

**BENEFIT ZONES NO. 1-4**

The costs for the operation; maintenance and servicing of the improvements are apportioned in accordance with the methodology as established by the Town Council upon formation of the District and the establishment of each benefit zone. It was determined at that time that the most equitable method for spreading the estimated benefit received by each parcel should be based on the Equivalent Dwelling Unit (EDU) method. Each residential parcel will be assessed on the basis of one EDU per parcel. The formula for each of the Benefit Zones 1-4 is as follows:

$$\text{Assessable budget} \div \text{total EDUs} = \text{rate per EDU}$$

Benefit Zone	Landuse	Parcels	Dwelling Units	EDU Factor	Total EDUs	Rate/EDU	Total Asmt.
1	Residential	34	34	1.00/DU	34	\$61.76	\$2,100.00
2	Residential	55	55	1.00/DU	55	\$187.72	\$10,325.00
3	Residential	17	17	1.00/DU	17	\$111.76	\$1,900.00
4	Residential	61	61	1.00/DU	61	\$36.88	\$2,250.00

## **SECTION VI- PROPERTY OWNER LIST & ASSESSMENT ROLL**

A list of names and addresses of the owners of all parcels within the Town of Yucca Valley's Landscape and Lighting Maintenance District No. 1 is shown on the last equalized Property Tax Roll of the Assessor of the County of San Bernardino, which is hereby made a part of this report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll on file in the Office of the Town Clerk

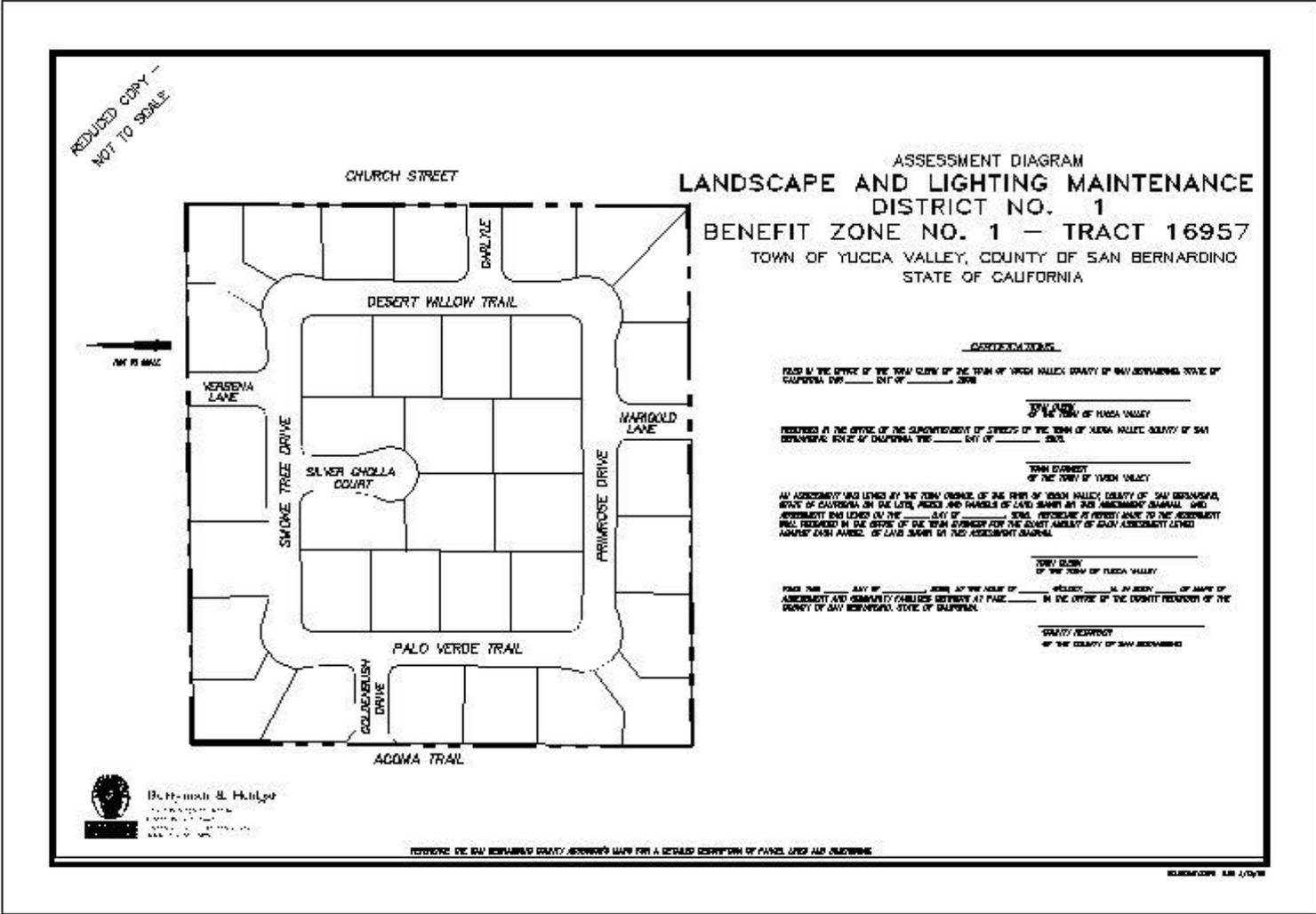
The proposed assessments and the amount of assessments for FY 2015-16 apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, are on file in the Office of the Town Clerk. The description of each lot or parcel is part of the records of the Assessor of the County of San Bernardino and these records are, by reference, made part of this Report.

The Assessment Roll for FY 2015-16 is included in Appendix A of this Report and is on file in the Office of the Town Clerk.

## APPENDIX A

### Assessment Diagrams

TOWN OF YUCCA VALLEY  
Landscape & Lighting Maintenance District No. 1  
Benefit Zones 1-4

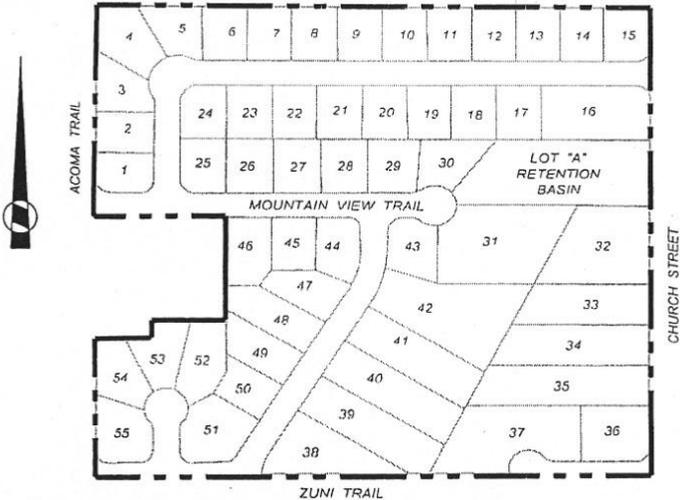


Attachment: Landscape and Lighting Assessment District Engineering Reports (1129 : Annual

TOWN OF YUCCA VALLEY  
Landscape & Lighting Maintenance District No. 1  
Benefit Zones 1-4

REDUCED COPY -  
NOT TO SCALE

ASSESSMENT DIAGRAM  
LANDSCAPE AND LIGHTING MAINTENANCE  
DISTRICT NO. 1  
ANNEXATION NO. 1  
ZONE 2 - TENTATIVE TRACT NO. 16587  
TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA

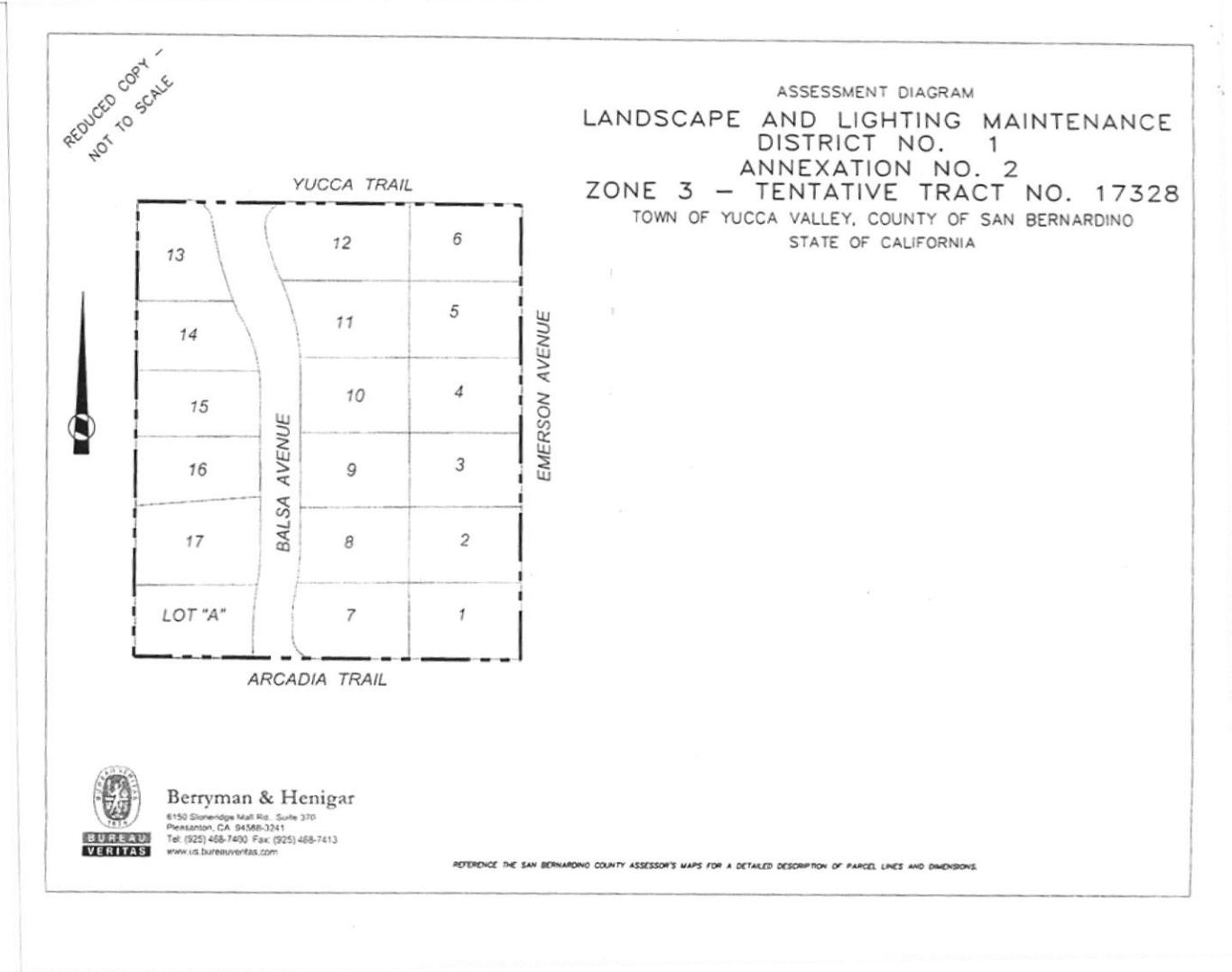


**Berryman & Henigar**  
 6150 Stoneridge Mall Rd., Suite 370  
 Pleasanton, CA 94588-3241  
 Tel: (925) 468-7400 Fax: (925) 468-7413  
 www.us.bureauveritas.com

REFERENCE THE SAN BERNARDINO COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS.

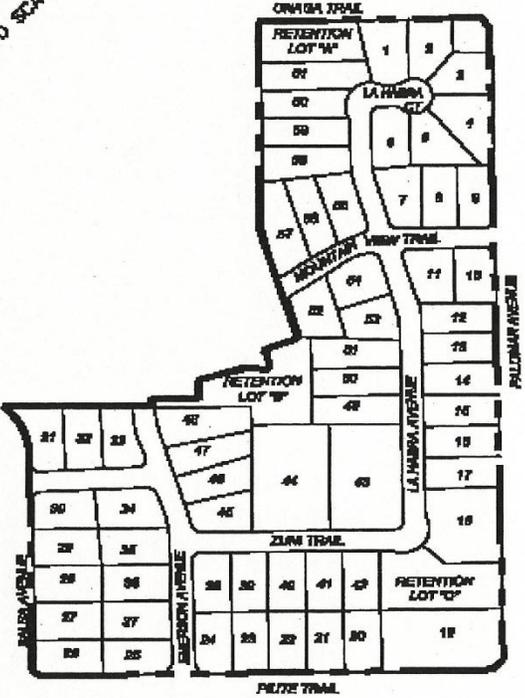
Attachment: Landscape and Lighting Assessment District Engineering Reports (1129 : Annual

TOWN OF YUCCA VALLEY  
Landscape & Lighting Maintenance District No. 1  
Benefit Zones 1-4



Attachment: Landscape and Lighting Assessment District Engineering Reports (1129 : Annual

REDUCED COPY -  
NOT TO SCALE



ASSESSMENT DIAGRAM  
**LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1**  
**ANNEXATION NO. 3**  
**ZONE 4 - TENTATIVE TRACT NO. 17633**  
 TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO  
 STATE OF CALIFORNIA

CERTIFICATIONS

FILED IN THE OFFICE OF THE CLERK OF THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

TOWN CLERK  
OF THE TOWN OF YUCCA VALLEY

APPROVED IN THE OFFICE OF THE SUPERVISOR OF DISTRICTS OF THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

TOWN SUPERVISOR  
OF THE TOWN OF YUCCA VALLEY

AN AGREEMENT WAS ENTERED BY THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA BY THE LOCAL ORDINANCE AND PRINCIPLES OF LAW WHICH BY THIS AGREEMENT BINDS AND AGREEMENT WAS ENTERED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007. REFERENCE IS MADE HERE TO THE AGREEMENT FULLY RECORDED IN THE OFFICE OF THE TOWN SUPERVISOR FOR THE EXACT AMOUNT OF EACH ASSASSMENT LOT'S NUMBER EACH PARCEL OF LAND WITHIN OF THIS AGREEMENT BOUNDARY.

TOWN CLERK  
OF THE TOWN OF YUCCA VALLEY

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007, AT THE HOME OF \_\_\_\_\_ CLERK AL IN ROOM \_\_\_\_\_ OF NAME OF \_\_\_\_\_ AND COUNTY REGISTERED SUBJECTS AT THIS \_\_\_\_\_ IN THE OFFICE OF THE COUNTY REGISTER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

TOWN SUPERVISOR  
OF THE COUNTY OF SAN BERNARDINO



**Berryman & Heniger**  
1800 Elwoodville Mall Rd., Suite 200  
Fountain Valley, CA 92708-3901  
Tel: (949) 468-7400 Fax: (949) 468-7410  
www.bh-engineers.com

RENDERED BY THE SAN BERNARDINO COUNTY ASSESSMENT MAPS FOR A DETAILED DESCRIPTION OF PARCELS, LOTS, AND BOUNDARIES.

Attachment: Landscape and Lighting Assessment District Engineering Reports (1129 : Annual

**APPENDIX B**  
**FY 2015-16**  
**ASSESSMENT ROLL**

Attachment: Landscape and Lighting Assessment District Engineering Reports (1129 : Annual Assessment)

**TOWN OF YUCCA VALLEY**  
**Landscape & Lighting Maintenance District No. 1**  
**Benefit Zones 1-4**

Benefit Zone 1 - Tract 16957

APN	Maximum Allowable Assessment	Assessment to Levy
585621010000	\$215.80	\$61.76
585621020000	\$215.80	\$61.76
585621030000	\$215.80	\$61.76
585621040000	\$215.80	\$61.76
585621050000	\$215.80	\$61.76
585621060000	\$215.80	\$61.76
585621070000	\$215.80	\$61.76
585621080000	\$215.80	\$61.76
585621090000	\$215.80	\$61.76
585621100000	\$215.80	\$61.76
585621110000	\$215.80	\$61.76
585621120000	\$215.80	\$61.76
585621130000	\$215.80	\$61.76
585621140000	\$215.80	\$61.76
585621150000	\$215.80	\$61.76
585621160000	\$215.80	\$61.76
585621170000	\$215.80	\$61.76
585621180000	\$215.80	\$61.76
585621190000	\$215.80	\$61.76
585621200000	\$215.80	\$61.76
585621210000	\$215.80	\$61.76
585621220000	\$215.80	\$61.76
585621230000	\$215.80	\$61.76
585621240000	\$215.80	\$61.76
585621250000	\$215.80	\$61.76
585621260000	\$215.80	\$61.76
585621270000	\$215.80	\$61.76
585621280000	\$215.80	\$61.76
585621290000	\$215.80	\$61.76
585621300000	\$215.80	\$61.76
585621310000	\$215.80	\$61.76
585621320000	\$215.80	\$61.76
585621330000	\$215.80	\$61.76
585621340000	\$215.80	\$61.76
<b>Total:</b>	<b>\$7,337.20</b>	<b>\$2,099.84</b>

Attachment: Landscape and Lighting Assessment District Engineering Reports (1129 : Annual Assessment)

**TOWN OF YUCCA VALLEY**  
**Landscape & Lighting Maintenance District No. 1**  
**Benefit Zones 1-4**

Benefit Zone 2 - Tract 16587

APN	Maximum Allowable Assessment	Assessment to Levy
587441010000	\$245.11	\$187.72
587441020000	\$245.11	\$187.72
587441030000	\$245.11	\$187.72
587441040000	\$245.11	\$187.72
587441050000	\$245.11	\$187.72
587441060000	\$245.11	\$187.72
587441070000	\$245.11	\$187.72
587441080000	\$245.11	\$187.72
587441090000	\$245.11	\$187.72
587441100000	\$245.11	\$187.72
587441110000	\$245.11	\$187.72
587441120000	\$245.11	\$187.72
587441130000	\$245.11	\$187.72
587441140000	\$245.11	\$187.72
587441150000	\$245.11	\$187.72
587441160000	\$245.11	\$187.72
587441170000	\$245.11	\$187.72
587441180000	\$245.11	\$187.72
587441190000	\$245.11	\$187.72
587441200000	\$245.11	\$187.72
587441210000	\$245.11	\$187.72
587441220000	\$245.11	\$187.72
587441230000	\$245.11	\$187.72
587441240000	\$245.11	\$187.72
587441250000	\$245.11	\$187.72
587441260000	\$245.11	\$187.72
587441270000	\$245.11	\$187.72
587441280000	\$245.11	\$187.72
587441290000	\$245.11	\$187.72
587441300000	\$245.11	\$187.72
587441310000	\$0.00	\$0.00
587451040000	\$241.06	\$187.72
587451050000	\$245.11	\$187.72
587451060000	\$245.11	\$187.72
587451070000	\$245.11	\$187.72
587451080000	\$245.11	\$187.72
587451090000	\$245.11	\$187.72
587451100000	\$245.11	\$187.72
587451110000	\$245.11	\$187.72
587451120000	\$245.11	\$187.72
587451130000	\$245.11	\$187.72
587451140000	\$245.11	\$187.72
587451150000	\$245.11	\$187.72
587451160000	\$245.11	\$187.72
587451170000	\$245.11	\$187.72
587451180000	\$245.11	\$187.72
587451190000	\$245.11	\$187.72
587451200000	\$245.11	\$187.72
587451210000	\$245.11	\$187.72
587451220000	\$245.11	\$187.72
587451230000	\$245.11	\$187.72
587451240000	\$245.11	\$187.72
587451250000	\$245.11	\$187.72
587451260000	\$245.11	\$187.72
587451270000	\$245.11	\$187.72
587451280000	\$245.11	\$187.72
<b>TOTAL ASSEMENT</b>	<b>\$13,477.00</b>	<b>\$10,324.60</b>

Attachment: Landscape and Lighting Assessment District Engineering Reports (1129 : Annual Assessment)

### Benefit Zone 3 - Tract 17328

APN	Maximum Allowable Assessment	Assessment to Levy
58831110000	\$424.20	\$111.76
58831111000	\$424.20	\$111.76
58831112000	\$424.20	\$111.76
58831113000	\$424.20	\$111.76
58831114000	\$424.20	\$111.76
58831115000	\$424.20	\$111.76
58831116000	\$424.20	\$111.76
58831117000	\$424.20	\$111.76
58831118000	\$424.20	\$111.76
58831119000	\$424.20	\$111.76
58831120000	\$424.20	\$111.76
58831121000	\$424.20	\$111.76
58831122000	\$424.20	\$111.76
58831123000	\$424.20	\$111.76
58831124000	\$424.20	\$111.76
58831125000	\$424.20	\$111.76
58831126000	\$424.20	\$111.76
<b>TOTAL ASSEMENT</b>	<b>\$7,211.40</b>	<b>\$1,899.92</b>

**TOWN OF YUCCA VALLEY**  
**Landscape & Lighting Maintenance District No. 1**  
**Benefit Zones 1-4**

Benefit Zone 4 - Tract 17633

Tract	Lot	Maximum Allowable Assessment	Assessment to Levy	Lot	Maximum Allowable Assessment	Assessment to Levy
17633	1	\$209.38	\$36.88	32	\$209.38	\$36.88
17633	2	\$209.38	\$36.88	33	\$209.38	\$36.88
17633	3	\$209.38	\$36.88	34	\$209.38	\$36.88
17633	4	\$209.38	\$36.88	35	\$209.38	\$36.88
17633	5	\$209.38	\$36.88	36	\$209.38	\$36.88
17633	6	\$209.38	\$36.88	37	\$209.38	\$36.88
17633	7	\$209.38	\$36.88	38	\$209.38	\$36.88
17633	8	\$209.38	\$36.88	39	\$209.38	\$36.88
17633	9	\$209.38	\$36.88	40	\$209.38	\$36.88
17633	10	\$209.38	\$36.88	41	\$209.38	\$36.88
17633	11	\$209.38	\$36.88	42	\$209.38	\$36.88
17633	12	\$209.38	\$36.88	43	\$209.38	\$36.88
17633	13	\$209.38	\$36.88	44	\$209.38	\$36.88
17633	14	\$209.38	\$36.88	45	\$209.38	\$36.88
17633	15	\$209.38	\$36.88	46	\$209.38	\$36.88
17633	16	\$209.38	\$36.88	47	\$209.38	\$36.88
17633	17	\$209.38	\$36.88	48	\$209.38	\$36.88
17633	18	\$209.38	\$36.88	49	\$209.38	\$36.88
17633	19	\$209.38	\$36.88	50	\$209.38	\$36.88
17633	20	\$209.38	\$36.88	51	\$209.38	\$36.88
17633	21	\$209.38	\$36.88	52	\$209.38	\$36.88
17633	22	\$209.38	\$36.88	53	\$209.38	\$36.88
17633	23	\$209.38	\$36.88	54	\$209.38	\$36.88
17633	24	\$209.38	\$36.88	55	\$209.38	\$36.88
17633	25	\$209.38	\$36.88	56	\$209.38	\$36.88
17633	26	\$209.38	\$36.88	57	\$209.38	\$36.88
17633	27	\$209.38	\$36.88	58	\$209.38	\$36.88
17633	28	\$209.38	\$36.88	59	\$209.38	\$36.88
17633	29	\$209.38	\$36.88	60	\$209.38	\$36.88
17633	30	\$209.38	\$36.88	61	\$209.38	\$36.88
17633	31	\$209.38	\$36.88			
<b>TOTAL ASSEMENT</b>					<b>\$12,772.18</b>	<b>\$2,249.68</b>

Attachment: Landscape and Lighting Assessment District Engineering Reports (1129 : Annual Assessment)

## TOWN OF YUCCA VALLEY

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
 Alex Qishta, Project Engineer  
**Date:** July 21, 2015  
**Meeting Date:** August 4, 2015

**Subject:** Resolution No. 15- ; Authorization of the Levy of a Special Service Tax upon Real Property within Community Facilities District (CFD) No. 11-1; Improvement Areas # 1, 2, and 3

#### **Recommendation**

That the Town Council adopts the Resolution, authorizing the annual levy of special taxes for Community Facility District No. 11-1, Improvement Areas # 1, 2, and 3 for fiscal year 2015/2016.

**Prior Council Review:** There has been no prior review of this specific item. The Town Council previously established Town of Yucca Valley Community Facilities District No. 11-1.

**Recommendation:** That the Town Council adopts the Resolution, authorizing the annual levy of special taxes for Community Facility District No. 11-1, Improvement Areas # 1, 2, and 3 for fiscal year 2015/2016.

**Executive Summary:** The Town Council previously established Town of Yucca Valley Community Facilities District No.11-1 (Maintenance Services) (the "CFD") to finance a portion of the cost of providing street, storm drain, and landscape maintenance and street lighting services (the "services") that are in addition to those services provided within the CFD territory prior to the formation of the CFD. The Town Council set annual levies for the CFD

#### **Order of Procedure:**

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

**Discussion:** Development projects are approved subject to conditions of approval that require the formation of maintenance districts. The assessment of an annual fee upon properties within the District provides the revenue to offset the cost of maintenance of the public

improvements necessary to serve the development.

The Town of Yucca Valley previously established Community Facilities District (CFD) No. 11-1 (Maintenance Services) pursuant to the Mello-Roos Community Facilities Act (Act) of 1982, as amended, to finance a portion of the cost of providing street maintenance, storm drain maintenance, landscape maintenance, signal light maintenance, and street lighting services (the "services") that are in addition to those provided in the territory within the CFD prior to the formation of the CFD.

The Town Council acting as a legislative body is authorized each year, by resolution as provided in section 53340 of the Act, to determine the specific special tax rate and amount to be levied for the current or future tax years, except that the special tax rate to be levied shall not exceed the maximum rate.

The authorized Services Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency and provided for ad valorem taxes; provided, however, the CFD may collect the Services Special Tax and the Special Tax at a different time or in a different manner if necessary to meet its financial obligations

The Town has formed three (3) such service areas. The following information identifies those areas and establishes the maximum annual special tax which may be applied to the properties, including the following

Warren Vista Center CFD, Annexation Area No. 1, Improvement Area 1:

Dollar General CFD, Annexation Area No. 1, Improvement Area 2:

Super Wall-Mart CFD, Annexation Area No. 2, Improvement Area 3:

Specifics for each service areas are as follows.

Warren Vista CFD:

**Maximum Special Tax for Approved Property  
Community Facilities District No. 11-1  
Annexation Area No. 1 (Improvement Area 1)**

Property Classification	Maximum annual Special Tax 2012/2013	Maximum annual Special Tax 2013/2014	Maximum annual Special Tax 2014/2015	Maximum annual Special Tax 2015/2016
<b>Developed Property</b>				
Residential	\$194.18 per EDU	\$194.18 per EDU	\$197.48 per EDU	\$199.65 per EDU
Non-Residential	\$873.81 per acre	\$873.81 per acre	\$888.66 per acre	\$898.44 per acre
<b>Approved Property</b>				
Residential	\$194.18 per EDU	\$194.18 per EDU	\$197.48 per EDU	\$199.65 per EDU
Non-Residential	\$873.81 per acre	\$873.81 per acre	\$888.66 per acre	\$898.44 per acre
<b>Undeveloped Property</b>				
Residential	\$194.18 per EDU	\$194.18 per EDU	\$197.48 per EDU	\$199.65 per acre
Non-Residential	\$873.81 per acre	\$873.81 per acre	\$888.66 per acre	\$898.44 per acre

<u>Assessor's Parcel Number</u>	<u>Owner</u>	<u>Acreage</u>	<u>Annual Special tax</u>
0595-271-44	Thrifty Payless Inc.	1.74	<b>\$1,563.29</b>
0595-271-45	G&L Yucca Valley II LLC	.83	<b>\$757.71</b>
0595-271-46	G&L Yucca Valley II LLC	1.11	<b>\$997.27</b>
0595-271-47	G&L Yucca Valley II LLC	1.99	<b>\$1,787.90</b>
0595-271-48	G&L Yucca Valley II LLC	2.13	<b>\$1,913.68</b>

**Dollar General CFD:**

**(IMPROVEMENT AREA No. 2)**  
**Maximum Special Tax for Approved Property**  
**Community Facilities District No. 11-1**  
**Annexation Area No. 1 (Improvement Area 2)**

Property Classification	Maximum annual Special Tax 2012/2013	Maximum annual Special Tax 2013/2014	Maximum annual Special Tax 2014/2015	Maximum annual Special Tax 2015/2016
<b>Developed Property</b> Residential Non-Residential	N/A	\$315.79 per EDU \$1,421.08 per acre	\$321.16 per EDU \$1,445.24 per acre	\$324.69 per EDU \$1,461.14 per acre
<b>Approved Property</b> Residential Non-Residential	N/A	\$315.79 per EDU \$1,421.08 per acre	\$321.16 per EDU \$1,445.24 per acre	\$324.69 per EDU \$1,461.14 per acre
<b>Undeveloped Property</b> Residential Non-Residential	N/A	\$315.79 per EDU \$1,421.08 per acre	\$321.16 per EDU \$1,445.24 per acre	\$324.69 per EDU \$1,461.14 per acre

Assessor's Parcel Number      Owner      Acreage      Annual Special tax  
 0586-121-06      Dynamic Real Estate Investments I, LLC 1.283      **\$1,874.64**

**WAL-MART CFD:**

**(IMPROVEMENT AREA No. 3)**  
**Maximum Special Tax for Approved Property**  
**Community Facilities District No. 11-1**  
**Annexation Area No. 2 (Improvement Area 3)**

Property Classification	Maximum annual Special Tax 2012/2013	Maximum annual Special Tax 2013/2014	Maximum annual Special Tax 2014/2015	Maximum annual Special Tax 2015/2016
<b>Developed Property</b> Residential Non-Residential	N/A	\$126.20 per EDU \$567.90 per acre	\$128.35 per EDU \$577.55 per acre	\$129.76 per EDU \$581.90 per acre
<b>Approved Property</b> Residential Non-Residential	N/A	\$126.20 per EDU \$567.90 per acre	\$128.35 per EDU \$577.55 per acre	\$129.76 per EDU \$581.90 per acre
<b>Undeveloped Property</b> Residential Non-Residential	N/A	\$126.20 per EDU \$567.90 per acre	\$128.35 per EDU \$577.55 per acre	\$129.76 per EDU \$581.90 per acre

<u>Assessor's Parcel Number</u>	<u>Owner</u>	<u>Acreage</u>	<u>Annual Special tax</u>
0601-201-54	Wal-Mart	23.85	<b>\$13,878.32</b>
0601-201-53	CFT Developments LLC	. 75	<b>\$436.43</b>
0601-201-52	CFT Developments LLC	. 84	<b>\$488.80</b>

**Alternatives**

No alternatives are recommended. The Town Council is authorized to establish the annual levy of special taxes for maintenance programs within CFD No. 11-1.

**Fiscal Impact**

The District provides revenue to finance a portion of the cost of providing street, storm drain, landscape, and traffic signal maintenance and street lighting services within the boundaries of CFD No. 11-1, as outlined within this report. The Maximum Allowable Assessment has increased by 1.1% in accordance with the Los Angeles/San Bernardino County Consumer Price Index.

**Attachments**

- Los Angeles/San Bernardino Consumer Price Index
- CFD Maps
- CFD Reports

**RESOLUTION NO. 15-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AUTHORIZING THE ANNUAL LEVY OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO 11-1 FOR FISCAL YEAR 2015/2016**

WHEREAS, the Town Council (the "Council") of the Town of Yucca Valley (the "Town") has previously established Town of Yucca Valley Community Facilities District No. 11-1 (Maintenance Services) (the 'CFD') pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to finance a portion of the cost of providing street maintenance, storm drain maintenance, landscape maintenance and street lighting services (the "services") that are in addition to those provided in the territory within the CFD prior to the formation of the CFD No 11-1:

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Yucca Valley as follows:

**SECTION 1.** A special tax (the "maintenance services Special Tax") is levied within the boundaries of each Improvement Area of the CFD pursuant to the formula set forth in Exhibit "A" attached hereto and incorporated by reference in an amount necessary to pay all of the costs of providing the Services, periodic costs, and costs of the tax levy and collection, and all other costs, including CFD administrative costs and all maintenance activities and programs as originally approved.

**SECTION 2.** This legislative body is hereby further authorized each year, by resolution adopted as provided in section 53340 of the Act, to determine the specific special tax rate and amount to be levied for the then current or future tax years, except that the special tax rate to be levied shall not exceed the maximum rate set forth in Exhibit "A."

**SECTION 3.** The above authorized Services Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency and provided for ad valorem taxes; provided, however, the CFD may collect the Services Special Tax and the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

**SECTION 4:**

The rate determined and as set forth does not exceed the amount as previously authorized by the Ordinance and is not in excess of that amount previously approved by the qualified electors of the CFD, and is exempt from Proposition 218, Section XIID of the California State Constitution. After adoption of this Resolution, the Director of Administrative Services may make any necessary modification to these special taxes to correct errors, omission or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels, provided, however, that any such modification shall not result in an increase in the tax applicable to any category of parcels.

APPROVED AND ADOPTED on this 4<sup>th</sup> day of August 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

EXHIBIT .A''

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX  
**(IMPROVEMENT AREA No. 1)**  
**Maximum Special Tax for Approved Property**  
**Community Facilities District No. 11-1**  
**Annexation Area No. 1 (Improvement Area 1)**

<b>Property Classification</b>	<b>Maximum annual Special Tax</b>
<b>Developed Property</b> Residential Non-Residential	\$199.65 per EDU \$898.44 per acre
<b>Approved Property</b> Residential Non-Residential	\$199.65 per EDU \$898.44 per acre
<b>Undeveloped Property</b> Residential Non-Residential	\$199.65 per acre \$898.44 per acre

<u>Assessor's Parcel Number</u>	<u>Owner</u>	<u>Acreage</u>	<u>Annual Special tax</u>
0595-271-44	Thrifty Payless Inc.	1.74	<b>\$1,563.29</b>
0595-271-45	G&L Yucca Valley II LLC	.83	<b>\$757.71</b>
0595-271-46	G&L Yucca Valley II LLC	1.11	<b>\$997.27</b>
0595-271-47	G&L Yucca Valley II LLC	1.99	<b>\$1,787.90</b>
0595-271-48	G&L Yucca Valley II LLC	2.13	<b>\$1,913.68</b>

**(IMPROVEMENT AREA No. 2)**  
**Maximum Special Tax for Approved Property**  
**Community Facilities District No. 11-1**  
**Annexation Area No. 1 (Improvement Area 2)**

<b>Property Classification</b>	<b>Maximum annual Special Tax</b>
<b>Developed Property</b> Residential Non-Residential	\$324.69 per EDU \$1,461.14 per acre
<b>Approved Property</b> Residential Non-Residential	\$324.69 per EDU \$1,461.14 per acre
<b>Undeveloped Property</b>	\$324.69 per EDU

Residential Non-Residential	\$1,461.14 per acre
-----------------------------	---------------------

<u>Assessor's Parcel Number.</u>	<u>Owner</u>	<u>Acreage</u>	<u>Annual Special tax</u>
0586-121-06	Dynamic Real Estate Invest. I, LLC	1.283	<b>\$1,874.64</b>

**(IMPROVEMENT AREA No. 3)**

**Maximum Special Tax for Approved Property  
Community Facilities District No. 11-1  
Annexation Area No. 2 (Improvement Area 3)**

<b>Property Classification</b>	<b>Maximum annual Special Tax</b>
<b>Developed Property</b> Residential Non-Residential	\$129.76 per EDU \$581.90 per acre
<b>Approved Property</b> Residential Non-Residential	\$129.76 per EDU \$581.90 per acre
<b>Undeveloped Property</b> Residential Non-Residential	\$129.76 per EDU \$581.90 per acre

<u>Assessor's Parcel Number</u>	<u>Owner</u>	<u>Acreage</u>	<u>Annual Special tax</u>
0601-201-54	Wal-Mart	23.85	<b>\$13,878.32</b>
0601-201-53	CFT Developments LLC	.75	<b>\$436.43</b>
0601-201-52	CFT Developments LLC	.84	<b>\$488.80</b>

## Western Information Office

PRINT:

Search Western Region

Go

[Western Home](#)[Western Geography](#)[Western Subjects](#)[Western Archives](#)[Contact Western](#)[Geographic Information](#) > [Western](#) > [News Release](#)

## Consumer Price Index, Los Angeles area — May 2015

**Area prices were up 1.0 percent over the past month, up 1.1 percent from a year ago**

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 1.0 percent in May, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Regional Commissioner Richard J. Holden noted that the May increase was influenced by higher prices for gasoline and shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 1.1 percent. (See [chart 1](#) and [table A](#).) Energy prices decreased 6.0 percent, largely the result of a decline in the price of gasoline. The index for all items less food and energy rose 1.8 percent over the year. (See [table 1](#).)

**News Release Information**

15-1209-SAN  
Thursday, June 18, 2015

**Contacts****Technical information:**

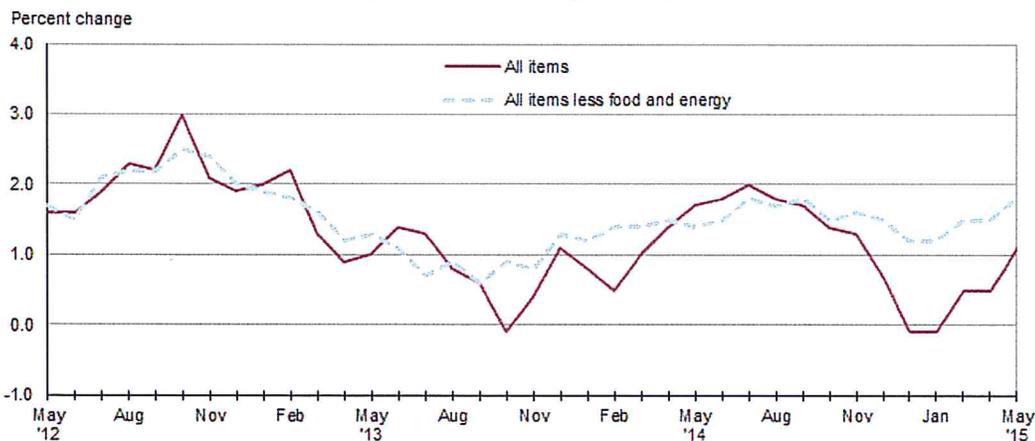
(415) 625-2270  
[BLInfoSF@bls.gov](mailto:BLInfoSF@bls.gov)  
[www.bls.gov/regions/west](http://www.bls.gov/regions/west)

**Media contact:**

(415) 625-2270

**PDF**

[PDF version](#)

**Chart 1. Over-the-year percent change in CPI-U, Los Angeles, May 2012–May 2015****Food**

Food prices decreased 0.7 percent for the month of May. (See [table 1](#).) Prices for food at home declined 1.4 percent, but prices for food away from home advanced 0.3 percent for the same period.

Over the year, food prices advanced 1.4 percent. Prices for food away from home moved up 3.0 percent since a year ago, and prices for food at home rose 0.3 percent.

**Energy**

The energy index jumped 13.3 percent over the month. The increase was mainly due to higher prices for gasoline (20.5 percent). Prices for natural gas service advanced 8.1 percent, while prices for electricity were unchanged for the same period.

Energy prices decreased 6.0 percent over the year, largely due to lower prices for gasoline (-7.7 percent). Prices paid for natural gas service moved

down 10.0 percent, but prices paid for electricity rose 0.8 percent during the past year.

### All items less food and energy

The index for all items less food and energy advanced 0.3 percent in May. Higher prices for apparel (2.0 percent), recreation (0.5 percent), and shelter (0.4 percent) were partially offset by lower prices for household furnishings and operations (-0.6 percent), medical care (-0.4 percent), and education and communication (-0.3 percent).

Over the year, the index for all items less food and energy rose 1.8 percent. Components contributing to the increase included shelter (3.8 percent) and medical care (1.9 percent). Partly offsetting the increases were price declines in apparel (-2.9 percent), household furnishings and operations (-2.2 percent), and recreation (-1.9 percent).

**Table A. Los Angeles-Riverside-Orange County CPI-U monthly and annual percent changes (not seasonally adjusted)**

Month	2010		2011		2012		2013		2014		2015	
	Monthly	Annual										
January	0.4	1.8	0.9	1.8	0.8	2.1	0.8	2.0	0.5	0.8	-0.3	-0.1
February	0.0	1.4	0.5	2.3	0.5	2.1	0.7	2.2	0.5	0.5	0.7	0.1
March	0.4	1.9	1.1	3.0	1.0	2.0	0.1	1.3	0.6	1.0	1.0	0.5
April	0.2	1.9	0.5	3.3	0.0	1.5	-0.4	0.9	0.0	1.4	-0.1	0.5
May	0.2	1.8	0.0	3.1	0.1	1.6	0.1	1.0	0.4	1.7	1.0	1.1
June	-0.2	0.9	-0.4	2.9	-0.4	1.6	-0.1	1.4	0.1	1.8		
July	0.1	0.9	-0.4	2.4	-0.1	1.9	-0.1	1.3	0.1	2.0		
August	0.2	0.8	0.2	2.4	0.6	2.3	0.1	0.8	-0.1	1.8		
September	-0.1	0.4	0.5	3.1	0.4	2.2	0.2	0.6	0.0	1.7		
October	0.3	0.7	0.0	2.8	0.8	3.0	0.1	-0.1	-0.1	1.4		
November	-0.4	0.7	-0.1	3.0	-1.0	2.1	-0.5	0.4	-0.7	1.3		
December	0.3	1.3	-0.5	2.2	-0.7	1.9	0.0	1.1	-0.5	0.7		

The June 2015 Consumer Price Index for the Los Angeles-Riverside-Orange County is scheduled to be released on July 17, 2015.

### Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 89 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 28 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 4,000 housing units and approximately 26,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at [www.bls.gov/opub/hom/homch17\\_a.htm](http://www.bls.gov/opub/hom/homch17_a.htm).

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Los Angeles-Riverside-Orange County, CA. metropolitan area covered in this release is comprised of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties in the State of California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods**

Los Angeles-Riverside-Orange County, CA (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Mar.	Apr.	May	May	Mar.	Apr.

	2015	2015	2015	2014	2015	2015
<b>Expenditure category</b>						
All items	243.738	243.569	246.093	1.1	1.0	1.0
All items (1967=100)	720.111	719.611	727.069	-	-	-
Food and beverages	248.363	249.003	247.443	1.5	-0.4	-0.6
Food	248.534	249.248	247.421	1.4	-0.4	-0.7
Food at home	257.960	258.979	255.264	0.3	-1.0	-1.4
Food away from home	233.064	233.381	233.981	3.0	0.4	0.3
Alcoholic beverages	231.359	231.071	232.811	2.7	0.6	0.8
Housing	265.421	265.396	266.349	2.9	0.3	0.4
Shelter	299.897	300.314	301.386	3.8	0.5	0.4
Rent of primary residence <sup>(1)</sup>	313.508	313.992	314.721	4.0	0.4	0.2
Owners' equiv. rent of residences <sup>(1) (2)</sup>	311.722	312.205	313.105	3.4	0.4	0.3
Owners' equiv. rent of primary residence <sup>(1) (2)</sup>	311.712	312.195	313.094	3.4	0.4	0.3
Fuels and utilities	295.360	294.684	298.753	0.3	1.1	1.4
Household energy	261.682	260.958	266.492	-2.5	1.8	2.1
Energy services <sup>(1)</sup>	260.382	259.737	265.255	-2.5	1.9	2.1
Electricity <sup>(1)</sup>	304.112	306.635	306.635	0.8	0.8	0.0
Utility (piped) gas service <sup>(1)</sup>	206.125	199.661	215.739	-10.0	4.7	8.1
Household furnishings and operations	117.203	115.963	115.244	-2.2	-1.7	-0.6
Apparel	110.898	108.358	110.471	-2.9	-0.4	2.0
Transportation	201.691	200.506	213.384	-2.4	5.8	6.4
Private transportation	196.427	194.605	207.094	-2.3	5.4	6.4
Motor fuel	258.782	249.347	300.219	-7.7	16.0	20.4
Gasoline (all types)	253.274	244.038	293.976	-7.7	16.1	20.5
Gasoline, unleaded regular <sup>(3)</sup>	254.262	245.001	295.729	-7.7	16.3	20.7
Gasoline, unleaded midgrade <sup>(3) (4)</sup>	241.234	232.593	277.528	-7.9	15.0	19.3
Gasoline, unleaded premium <sup>(3)</sup>	239.499	231.098	276.149	-7.3	15.3	19.5
Medical care	421.601	422.773	421.132	1.9	-0.1	-0.4
Recreation <sup>(5)</sup>	102.860	102.830	103.319	-1.9	0.4	0.5
Education and communication <sup>(5)</sup>	145.710	146.701	146.251	0.6	0.4	-0.3
Other goods and services	381.647	381.737	380.934	0.9	-0.2	-0.2
<b>Commodity and service group</b>						
All items	243.738	243.569	246.093	1.1	1.0	1.0
Commodities	177.798	176.703	180.690	-1.0	1.6	2.3
Commodities less food & beverages	140.160	138.369	144.559	-2.7	3.1	4.5
Nondurables less food & beverages	183.253	179.607	192.392	-3.4	5.0	7.1
Durables	98.057	98.026	97.963	-1.3	-0.1	-0.1
Services	301.870	302.614	303.635	2.4	0.6	0.3
<b>Special aggregate indexes</b>						
All items less medical care	235.802	235.590	238.232	1.1	1.0	1.1
All items less shelter	219.281	218.858	222.010	-0.4	1.2	1.4
Commodities less food	144.221	142.464	148.562	-2.4	3.0	4.3
Nondurables	217.046	215.378	221.551	-0.9	2.1	2.9
Nondurables less food	188.180	184.711	196.920	-3.0	4.6	6.6
Services less rent of shelter <sup>(2)</sup>	313.264	314.505	315.533	0.4	0.7	0.3
Services less medical care services	291.310	292.017	293.149	2.5	0.6	0.4
Energy	260.937	254.791	288.555	-6.0	10.6	13.3
All items less energy	244.373	244.636	244.912	1.8	0.2	0.1
All items less food and energy	243.957	244.138	244.800	1.8	0.3	0.3
<b>Footnotes</b>						
<sup>(1)</sup> This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.						
<sup>(2)</sup> Index is on a December 1982=100 base.						
<sup>(3)</sup> Special index based on a substantially smaller sample.						
<sup>(4)</sup> Indexes on a December 1993=100 base.						
<sup>(5)</sup> Indexes on a December 1997=100 base.						
- Data not available						
NOTE: Index applies to a month as a whole, not to any specific date.						

Last Modified Date: Thursday, June 18, 2015

RECOMMEND THIS PAGE USING:  Facebook  Twitter  LinkedIn

**TOOLS**

- Areas at a Glance
- Industries at a Glance
- Economic Releases
- Databases & Tables
- Maps

**CALCULATORS**

- Inflation
- Location Quotient
- Injury And Illness

**HELP**

- Help & Tutorials
- FAQs
- Glossary
- About BLS
- Contact Us

**INFO**

- What's New
- Careers @ BLS
- Find It! DOL
- Join our Mailing Lists
- Linking & Copyright Info

**RESOURCES**

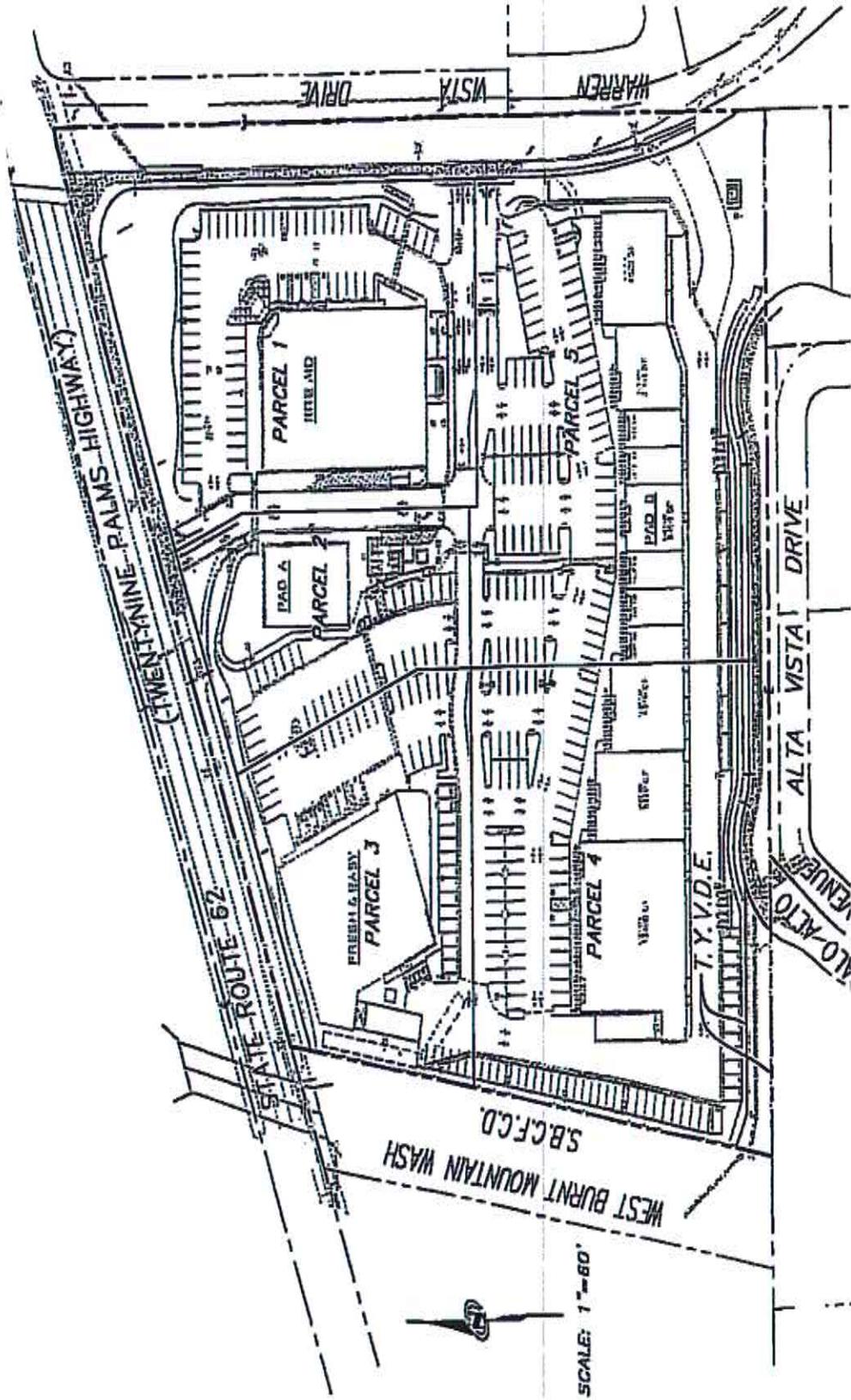
- Inspector General (OIG)
- Budget and Performance
- No Fear Act
- USA.gov
- Benefits.gov
- Disability.gov

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Customer Survey](#) | [Important Web Site Notices](#)

U.S. Bureau of Labor Statistics | Western Information Office, Attn: EA & I, 90 Seventh Street, Suite 14-100, San Francisco, CA 94103-6715  
[www.bls.gov/regions/west](http://www.bls.gov/regions/west) | Telephone: 1-415-625-2270 | [Contact Western Region](#)

WARREN VISTA SHOPPING CENTER PM #19103

ASSESSMENT DIAGRAM
COMMUNITY FACILITY DISTRICT NO. 11-1
ANNEXATION NO. 1
IMPROVEMENT AREA NO. 1
TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA







**RESOLUTION NO. 14-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
YUCCA VALLEY AUTHORIZING THE ANNUAL LEVY OF  
SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO 11-1  
FOR FISCAL YEAR 2014/2015**

WHEREAS, the Town Council (the "Council") of the Town of Yucca Valley (the "Town") has previously established Town of Yucca Valley Community Facilities District No. 11-1 (Maintenance Services) (the 'CFD') pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to finance a portion of the cost of providing street maintenance, storm drain maintenance, landscape maintenance and street lighting services (the "services") that are in addition to those provided in the territory within the CFD prior to the formation of the CFD No 11-1:

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Yucca Valley as follows:

**SECTION 1.** A special tax (the "maintenance services Special Tax") is levied within the boundaries of each Improvement Area of the CFD pursuant to the formula set forth in Exhibit "A" attached hereto and incorporated by reference in an amount necessary to pay all of the costs of providing the Services, periodic costs, and costs of the tax levy and collection, and all other costs, including CFD administrative costs and all maintenance activities and programs as originally approved.

**SECTION 2.** This legislative body is hereby further authorized each year, by resolution adopted as provided in section 53340 of the Act, to determine the specific special tax rate and amount to be levied for the then current or future tax years, except that the special tax rate to be levied shall not exceed the maximum rate set forth in Exhibit "A."

**SECTION 3.** The above authorized Services Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency and provided for ad valorem taxes; provided, however, the CFD may collect the Services Special Tax and the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

**SECTION 4:**

The rate determined and as set forth does not exceed the amount as previously authorized by the Ordinance and is not in excess of that amount previously approved by the qualified electors of the CFD, and is exempt from Proposition 218, Section XIID of the California State Constitution. After adoption of this Resolution, the Director of Administrative Services may make any necessary modification to these special taxes to correct errors, omission or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels, provided, however, that any such modification shall not result in an increase in the tax applicable to any category of parcels.

APPROVED AND ADOPTED on this 23<sup>rd</sup> day of June 2014.

\_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_

TOWN CLERK

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

EXHIBIT .A"

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX  
(IMPROVEMENT AREA No. 1)

Maximum Special Tax for Approved Property  
Community Facilities District No. 11-1  
Annexation Area No. 1 (Improvement Area 1)

Property Classification	Maximum annual Special Tax
Developed Property Residential	\$197.48 per EDU
Non-Residential	\$888.66 per acre
Approved Property Residential	\$197.18 per EDU
Non-Residential	\$888.66 per acre
Undeveloped Property Residential	\$888.66 per acre
Non-Residential	\$888.66 per acre

<u>Assessor's Parcel Number</u>	<u>Owner</u>	<u>Acreage</u>	<u>Annual Special tax</u>
0595-271-44	Thrifty Payless Inc.	1.74	\$1,574.27
0595-271-45	G&L Yucca Valley II LLC	.83	\$737.59
0595-271-46	G&L Yucca Valley II LLC	1.11	\$986.41
0595-271-47	G&L Yucca Valley II LLC	1.99	\$1,768.43
0595-271-48	G&L Yucca Valley II LLC	2.13	\$1,892.85

*6,959.55*

(IMPROVEMENT AREA No. 2)

Maximum Special Tax for Approved Property  
Community Facilities District No. 11-1  
Annexation Area No. 1 (Improvement Area 2)

Property Classification	Maximum annual Special Tax
Developed Property Residential	\$321.16 per EDU
Non-Residential	\$1,445.24 per acre
Approved Property Residential	\$321.16 per EDU
Non-Residential	\$1,445.24 per acre
Undeveloped Property Residential	\$1,445.24 per acre
Non-Residential	\$1,445.24 per acre

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

Assessor's Parcel Number      Owner      Acreage      Annual Special tax  
 0586-121-06      Dynamic Real Estate Investments I, LLC      1.283      \$1,854.24 ✓

**(IMPROVEMENT AREA No. 3)**

**Maximum Special Tax for Approved Property  
 Community Facilities District No. 11-1  
 Annexation Area No. 2 (Improvement Area 3)**

<b>Property Classification</b>	<b>Maximum annual Special Tax</b>
<b>Developed Property</b> Residential	\$128.35 per EDU
Non-Residential	\$577.55 per acre
<b>Approved Property</b> Residential	\$128.35 per EDU
Non-Residential	\$577.55 per acre
<b>Undeveloped Property</b> Residential	\$577.35 per acre
Non-Residential	\$577.35 per acre

Assessor's Parcel Number      Owner      Acreage      Annual Special tax  
 0601-201-37      Wal-Mart      25.41      \$14,675.55

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor and Town Council  
**From:** Alex Qishta, Project Engineer  
**Date:** January 28, 2013  
**For Council Meeting:** February 5, 2013  
**Subject:** Annexation Area No. 2 (Improvement Area No. 3) (Super Wal-Mart)  
 APN 0601-201-37 to Community Facilities District No. 11-1 (Services)

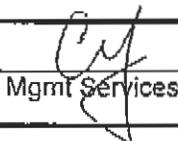
**Prior Council Review:** On June 7, 2011, the Town Council adopted a Resolution approving the goals and policies for the formation of Community Facilities Districts Pursuant to the Mello-Roos Community Facilities Act of 1982. On December 4, 2012, the Town Council approved a Resolution Declaring Its Intention to Annex Territory to Community Facilities District No. 11-1, Annexation Area No. 2, (Improvement Area No. 3) (Services) and Setting a Date and Time for a Public Hearing.

**Recommendation:** That the Town Council adopts the Resolutions to annex the project into Community Facilities District No. 11-1, Annexation Area No. 2, (Improvement Area No. 3) and levy a special tax thereon to finance certain services as follows, and introduces the Ordinance.

1. A Resolution for the annexation of Annexation Area No. 2, Improvement Area No. 3 to Community Facilities District No. 11-1 (Services), preliminarily establishing an appropriation limit for Improvement Area No. 3, and submitting the levy of the special tax to the qualified electors within the District.
2. A Resolution setting a date for an election on the annexation of Annexation Area No. 2, Improvement Area No. 3, to Community Facilities District No. 11-1 (Services), and setting an appropriation limit.
3. A Resolution declaring results of the special election and directing recording of Notice of Special Tax Lien.
4. An Ordinance of the Town Council of the Town of Yucca Valley, California, authorizing the levy of a special tax within Community Facilities District No. 11-1, Annexation No. 2, Improvement Area No. 3 (Super Wal-Mart).

**Executive Summary:** The Town has formed Landscape and Lighting Maintenance Districts and Street and Drainage (Benefit) Assessment Districts, as well as Community Facility Districts (CFD's) as a condition of subdivision and other development projects to pay the costs of infrastructure maintenance created by new development.

---

Reviewed By:    \_\_\_\_\_  
 Town Manager      Town Attorney      Mgmt Services      Dept Head

---

Department Report       Ordinance Action       Resolution Action       Public Hearing  
 Consent       Minute Action      P.505 Receive and File       Study Session

The CFD is a more flexible approach that allows the Town to recover 100% of the maintenance costs created by the new infrastructure constructed as part of the development project.

The Town Council previously formed CFD 11-1 (Warren Vista Center and Dollar General) pursuant to the Mello-Roos Community Facilities Act of 1982 to provide funding for the maintenance of public improvements.

**Order of Procedure:** Request Staff Report  
 Request Public Comment  
 Council Discussion/Questions of Staff  
 Motion/Second  
 Discussion on Motion  
 Call the Question (Voice Vote)

**Discussion:** Subdivision and other development projects are approved subject to conditions of approval that require that projects form/annex into a maintenance district. These districts apply an annual fee or special tax upon properties within the District which provides the revenue to offset the cost of maintenance of the public improvements necessary to serve the development.

The public facilities and services proposed to be financed within the territory to be annexed to the District are the following:

- Maintenance of public streets and alleyways, including pavement, traffic control devices, landscaping and other public improvements installed within the public right-of-way;
- Maintenance of all public pedestrian or bicycle pathways within the public right-of-way;
- Public Lighting and appurtenant facilities, including street lights within public right-of-way and traffic signals located at the entrance driveway on Twentynine Palms Highway, the intersection of Twentynine Palms Highway and Avalon Street, the intersection of Twentynine Palms Hwy and Inca Trail, the intersection of Palomar Avenue and Yucca Trail, and the intersection of Joshua Lane and Yucca Trail, which will include all electrical utility charges.
- Town and County costs associated with the setting, levying and collection of the special tax, and in the administration of the District including the contract administration.

If the Maximum Allowable Annual Fee were levied, the revenue generated would be \$14,430 per year.

**Alternatives:** No alternatives are recommended.

**Fiscal impact:** The annual revenues generated from the Community Facilities District offset the cost of maintenance of public improvements that serve the development project.

**Attachments:** Resolution(s) No. 13-  
Ordinance No.  
Community Facilities District Report

RESOLUTION NO. 13-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA FOR THE ANNEXATION OF IMPROVEMENT AREA NO. 3 TO COMMUNITY FACILITIES DISTRICT NO. 11-1, ANNEXATION AREA #2, IMPROVEMENT AREA #3 (SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE DISTRICT, AND SUBMITTING THE LEVY OF THE SPECIAL TAX TO THE QUALIFIED ELECTORS OF THE AREA TO BE ANNEXED TO THE DISTRICT

WHEREAS, on December 4, 2012, the Town Council adopted Resolution No. 12-45, entitled "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)" (the District) stating its intent to annex Improvement Area No. 3 to the District under the Mello-Roos Act and to levy a special tax on all property within Improvement Area No. 3 for legally-permitted facilities and services, and directed staff to implement the Act's requirements for annexation of territory to said District;

WHEREAS, the Resolution of Intention included a map of the proposed boundaries of Annexation Area No. 2 (Improvement Area No. 3) to the District, stated the services to be financed, and the rate and method of apportionment of the special tax to be levied within Annexation Area No. 2 (Improvement Area No. 3) of the District to pay the costs, is on file with the Town Clerk, and the provisions thereof are incorporated herein by the reference as if fully set forth, and

WHEREAS, on January 22, 2013, the Town Council held a public hearing on the annexation of Annexation Area No. 2 (Improvement Area No. 3) to Community Facilities District No. 11-1 (Services), and accepted written and documentary testimony and evidence relating thereto; and

WHEREAS, the Town Council now wishes to annex the territory and establish Improvement Area No. 2 in the Community Facilities District as provided herein, and all protests against formation of the proposed district are insufficient to prevent annexation; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Yucca Valley as follows:

**SECTION 1.** The Town Council hereby affirms the accuracy of the foregoing recitals.

**SECTION 2.** Pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311, *et seq.*), the Town Council has declared its intent to annex territory to a community facilities district. Pursuant to Section 53321 of the California Government Code, the Town Council hereby determines the following:

- A. The proposed area shall be annexed pursuant to the Mello-Roos Community Facilities Act of 1982 set forth in California Government Code Title 5, Division

2, Part 1, Chapter 2.5;

- B. The Town Council accepts the "Special Tax Report for the Town of Yucca Valley Community Facilities District No.11-1 (Services), Annexation Area No. 2 (Improvement Area No. 3).
- C. The proposed special tax to be levied within Annexation Area No. 2 (Improvement Area No. 3), CFD No. 11-1 (Services) has not been precluded by majority protest pursuant to Section 53324 of the Act.
- D. The annexation area shall be designated "Town of Yucca Valley Community Facilities District No. 11-1, Annexation Area 2 (Improvement Area No. 3)" is hereby established pursuant to the Act.
- E. The boundaries of Annexation Area No. 2 (Improvement Area No. 3) to the District, as set forth in the map of Annexation Area No. 2 (Improvement Area No. 3), CFD No. 11-1 (Services) shall correspond with the boundaries indicated on the map attached hereto as "Exhibit A" as recorded in the San Bernardino County Recorder's Office in Book 601 and Page 20 of Maps of Assessment and Community Facilities Districts.
- F. The name for the proposed area to be annexed to the district is "Community Facilities District No.11-1 (Services), Annexation Area No. 2 (Improvement Area No. 3)";
- G. The public services to be financed by the District shall consist of those items described in the Resolution of Intention and by this reference incorporated herein.
- H. Except where funds are otherwise available, a special tax sufficient to pay for all services, secured by recordation of a continuing lien against all nonexempt real property in Annexation Area No. 2 of the District, will be levied annually within Annexation Area No. 2 (Improvement Area No. 3) of CFD No. 11-1 (Services), and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as the Town Council shall direct. The proposed rate and method of apportionment of the special tax among parcels of real property within the District in sufficient detail to allow each landowner within the proposed District to estimate the probable maximum amount such owner will have to pay, are described in "Exhibit B" attached to the Resolution of Intention and by reference are incorporated herein.
- I. It is hereby found and determined that the Services are necessary to meet the increased demands as the result of development occurring in Annexation Area No. 2 (Improvement Area No. 3) of the District.
- J. The Director of Finance or his/her designee shall be responsible for preparing annually a current roll of the special tax levy obligation by assessor's parcel number and which will be responsible for estimating future special tax levies

pursuant to Government Code Section 53340.2

- K. Upon recordation of the Notice of Special Tax Lien pursuant to Section 3114.5 of the Street and Highways Code, a continuing lien to secure levy of the special tax shall attach to all nonexempt real property in Annexation Area No. 2 (Improvement Area No. 3) of the District and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien is canceled in accordance with law or until collection of the tax by the Town Council ceases.
  
- L. Pursuant to the provisions of the Act, the proposition of the levy of the special tax and shall be submitted to the qualified electors of the area to be annexed to the District and an election, the time, place and condition of which shall be as specified by a separate resolution of the Town Council.

APPROVED AND ADOPTED on this 5<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

Attachments: Resolution No. 12-45  
Exhibit A – Boundary Map

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

## RESOLUTION NO.12-45

**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)**

WHEREAS, the Town of Yucca Valley, pursuant to Resolution No.11-38 adopted on August 16, 2011, approved the formation of Community Facilities District No. 11-1 (Services) ; and

WHEREAS, the Town requires that a funding mechanism be established for the purpose of funding the long-term maintenance and rehabilitation asphalt pavement, sidewalk, curbs, and other related facilities related to the approval of Conditional Use Permit (CUP) 02-04, and

WHEREAS, in order to accomplish the foregoing, the Town desires to annex territory to be known as Annexation Area No. 2 (Improvement Area No. 3) to Community Facilities District No. 11-1 pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311, *et seq.*), and to levy a special tax on all property within the annexed territory for legally-permitted facilities and services;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Yucca Valley as follows:

**SECTION 1.** Pursuant to the Mello-Roos Community Facilities Act of 1982 (Gov't Code § 53311, *et seq.*), the Town Council hereby declares its intent to annex Improvement Area No. 3 to Community Facilities District No. 11-1 (Services). Pursuant to Section 53321 of the California Government Code, the Town Council hereby determines the following:

- A. The improvement area shall be annexed pursuant to the Mello-Roos Community Facilities Act of 1982 set forth in California Government Code Title 5, Division 2, Part 1, Chapter 2.5;
- B. The proposed boundaries of Annexation Area No.2 (Improvement Area No. 3) shall correspond with the boundaries indicated on the map attached hereto as "Exhibit A" and incorporated herein by reference;
- C. The public facilities and services proposed to be financed by the District within Improvement Area No. 3 are the following:
  1. Maintenance of public streets and alleyways, including pavement, traffic control devices, landscaping and other public improvements installed within the public rights-of-way;
  2. Maintenance of all public pedestrian or bicycle pathways within the public rights-of-way;

3. Public lighting and appurtenant facilities, including street lights within public rights-of-way and traffic signals located at the entrance driveway on Twentynine Palms Highway, and at the intersection of Twentynine Palms Highway and Avalon Avenue; and
  4. Town and County costs associated with the setting, levying and collection of the special tax, and in the administration of the District including the contract administration.
- D. Except where funds are otherwise available, a special tax sufficient to pay for all facilities and services, secured by recordation of a continuing lien against all nonexempt real property in the District, will be annually levied within Annexation Area No. 2 (Improvement Area No. 3) ("the area"). The rate, method of apportionment, and manner of collection of the special tax are described in Exhibit B to this Resolution.
- E. The annexation area does not currently contain any parcels used for private residential purposes, and the Council hereby declares that no special tax shall be levied within the District against any parcel that may be subsequently used for private residential purposes;

**SECTION 2.** The Town Council hereby fixes January 15, 2013 as the date for a public hearing on this resolution, to commence at 6:00 p.m. at the Town of Yucca Valley Town Council Chambers, located at 57090 29 Palms Highway, Yucca Valley, California.

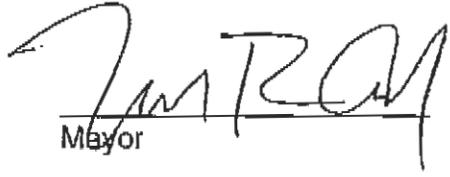
**SECTION 3.** The Town Manager or his designee is hereby directed to study the need for the formation of the proposed District and, at or before the time of the public hearing on formation of the District, to file a report with the Town Council containing a brief description of the public services which will be required to adequately meet the needs of the Annexation Area No. 2 (Improvement Area No. 3) and an estimate of the cost of providing those services.

**SECTION 4.** At or prior to the public hearing, protests against the formation of the District may be made orally or in writing by interested persons or taxpayers. Written response should be directed to: Janet M. Anderson, Town Clerk, Town of Yucca Valley, CA.

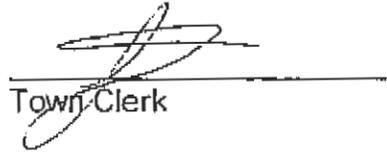
**SECTION 5.** The levy of the special tax to be imposed with the District shall be submitted to the qualified electors of the territory to be included within the District pursuant to Section 53326 of the Government Code.

**SECTION 6.** The Town Council hereby directs the Town Clerk to publish notice of the public hearing on this resolution in the manner required by Section 53322 of the California Government Code; and to provide written notice of said public hearing to all landowners within the proposed District in the manner required by Section 53322.4 of the California Government Code; and to conduct all activities necessary for the election on the levy of special taxes as may be legal and necessary.

APPROVED AND ADOPTED on this 4th day of December, 2012

  
Mayor

ATTEST:

  
Town Clerk

Attachments: Exhibit A – Boundary Map Annexation Area No. 2  
Exhibit B - Rate and Method of Apportionment of Special Taxes for  
Annexation Area No. 2

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

EXHIBIT A

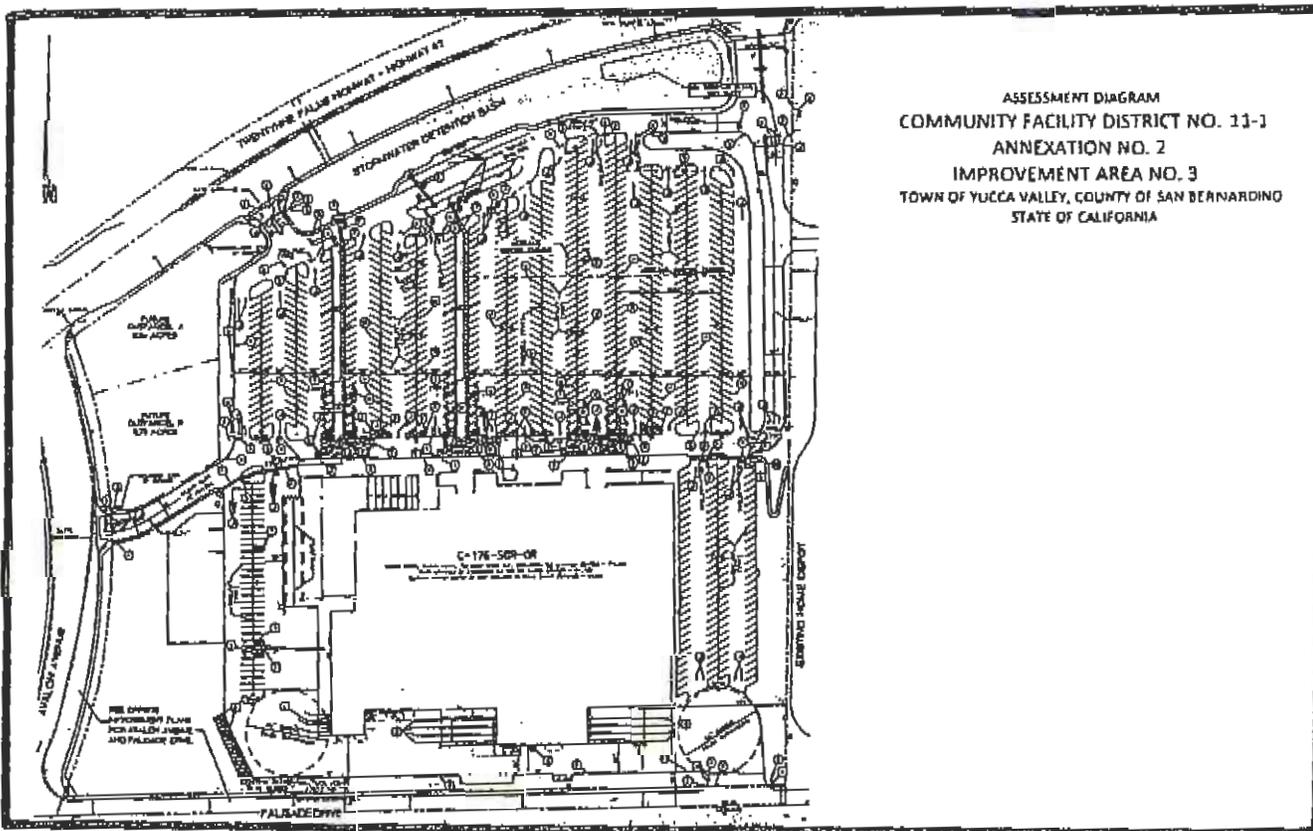
**PROPOSED BOUNDARIES  
ANNEXATION NO. 1**

(Attached)

NOTE – all parcels located within the proposed annexation boundaries are owned by the following parties:

<u>Assessor's Parcel No.</u>	<u>Owner</u>
601-201-37	Wal-Mart Stores, Inc.

TOWN OF YUCCA VALLEY  
ANNEXATION AREA NO. 1 (IMPROVEMENT AREA NO. 3)  
Community Facilities District No. 11-1 (Services)



Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**RESOLUTION NO. 13-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA SETTING A DATE FOR AN ELECTION ON THE ANNEXATION OF ANNEXATION AREA NO. 2 (IMPROVEMENT AREA NO. 3) TO COMMUNITY FACILITIES DISTRICT NO. 11-1 (SERVICES), SPECIAL TAX LEVY FOR FY 2013/14**

**WHEREAS**, the Town of Yucca Valley established Community Facilities District No. 11-1 (the "District"), on August 2, 2011 pursuant to the Mello-Roos Community Facilities Act of 1982 ("Mello-Roos Act"; Government Code § 53311, *et seq.*); and

**WHEREAS**, the Town Council of the Town of Yucca Valley (the "Town Council") has previously declared its intention and held and conducted proceedings relating to the annexation of territory as a separate improvement area therein pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1 Division 2 Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof (the "Act"). The existing Community Facilities District has been designated as COMMUNITY FACILITIES DISTRICT NO. 11-1 (SERVICES (the "District")); and

**WHEREAS**, notice of a public hearing relating to the annexation of territory to the existing District, the extent of the territory to be annexed, the furnishing of certain public services, amendments to the rate and method of apportionment of special tax and all other related matters has been given, and a Special Tax Report pertaining to the proposed annexation, as ordered by this Town Council, has been presented and considered; and

**WHEREAS**, the area proposed to be annexed is known and designated as COMMUNITY FACILITIES DISTRICT NO.11-1 (SERVICES), ANNEXATION NO. 2 (IMPROVEMENT AREA NO. 3) (the "Annexed Territory"); and

**WHEREAS**, the proposed public services are necessary to meet increased demands placed upon the Town as a result of development and/or rehabilitation occurring in the Annexed Territory; and

**WHEREAS**, it has now been determined that written protests have not been received by 50% or more of the registered voters residing either within the Annexed Territory or the original District and/or property owners representing more than one-half (1/2) or more of the area of land proposed to be annexed to said District or within the original District; and

**WHEREAS** inasmuch as there have been less than twelve (12) persons registered to vote within the Annexed Territory for each of the 90 preceding days, this legislative body desires to submit the levy of the required special tax to the landowners of the Annexed Territory, said landowners being the qualified electors as authorized by law; and

**WHEREAS**, in order to accomplish the Town's desired purpose for the District, the Town must conduct a special election; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Town of Yucca Valley as follows:

**SECTION 1.** Pursuant to Sections 53326.53353.5 and 53325.7 of the Act, propositions of the levy of the special tax on property within Annexation Area No. 2 (Improvement Area No. 3) of the District shall be submitted to the qualified electorate of Annexation Area No. 2 of the District at an election called thereof as provided below.

**SECTION 2.** As authorized by the Section 53353.5 of the Act, the ballot measure, the form of which is attached as "Exhibit "A" and by this reference incorporated herein. Said form of ballot is hereby approved.

**SECTION 3.** The Town Council submits to the qualified voters of the area to be annexed to the District the question of levying a new special tax to finance public facilities and services within Annexation Area No. 2 of the District, as specified in the Resolution of Intent.

**SECTION 4.** The Town Council hereby calls for a special election to consider the measures described in Section 1 above, which election shall be held on January 22, 2013. Pursuant to Section 53327 of the Act, the election shall be conducted by the use of mailed ballots, or hand delivered ballot pursuant of Section 4000 of the California Election Code. All mail ballots shall be returned to the Town Clerk's office (by mail or personal delivery) no later than 4:00 pm on January 22, 2013, or shall be delivered personally to the Town Clerk no later than the close of the special election on such date.

**SECTION 5.** In the event that landowners owning all of the property within Annexation Area No. 2 of the District that is subject to the proposed special tax have waived election requirements and/or designated other entities to cast their votes on their behalf, such votes may be cast (verbally or otherwise) at the election by any person or body so designated, and all votes cast shall be counted by the Town Clerk in determining the final vote.

**SECTION 6.** The Town Clerk is hereby directed to publish in a newspaper of general circulation circulating within the area of CFD No. 11-1 a copy of this Resolution as soon as practicable after the date of adoption of this Resolution.

**SECTION 7.** In the event that two-thirds or more of the votes cast favor the levying of the special tax, the Town Council may, by resolution, levy the special tax.

APPROVED, PASSED AND ADOPTED this 5<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
MAYOR

ATTESTED:

\_\_\_\_\_  
TOWN CLERK

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

EXHIBIT A

OFFICIAL BALLOT  
SPECIAL TAX ELECTION  
TOWN OF YUCCA VALLEY  
ANNEXATION OF TERRITORY TO  
COMMUNITY FACILITIES DISTRICT NO. 11-1 (SERVICES)  
(DATE)

Assessor Parcel Number: \_\_\_\_\_  
Number of votes entitled to cast: 25.41

**INSTRUCTIONS TO VOTERS:** To vote on the measure, mark an (X) on the line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

**MEASURE SUBMITTED TO QUALIFIED ELECTORS**

**Ballot Measure:** Shall the Town of Yucca Valley be authorized to levy a special tax at the rates and apportioned as described in Exhibit B to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 11-1 (Services) adopted by the City Council on \_\_\_\_\_, 2012 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Boundary Map of Annexation Area No. 2 (Improvement Area No. 3) Community Facilities District No. 11-1 (Services), Town of Yucca Valley, County of San Bernardino", to finance certain services as set forth in Exhibit B of the Resolution?

YES \_\_\_\_\_

NO \_\_\_\_\_

**NOTE:** This is a special landowner election. You must return this ballot to the Town Clerk of the Town of Yucca Valley either (i) to the Office of the Town Clerk at Town Hall, 57090 Twentynine Palms Highway, Yucca Valley, CA, by 4:00 p.m. on \_\_\_\_\_, 2012 or (ii) thereafter, to the regular meeting place of the Town Council at Yucca Room, Community Center, Yucca 57090 Twentynine Palms Highway, Yucca Valley, CA on \_\_\_\_\_, 2012, by five minutes following the adoption of the resolution calling the election (the Town Council meeting convenes at 6:00 p.m. on \_\_\_\_\_, 2013.

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

## RESOLUTION NO. 13-

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN  
OF YUCCA VALLEY, CALIFORNIA, DECLARING  
RESULTS OF THE SPECIAL ELECTION AND DIRECTING  
RECORDING OF NOTICE OF SPECIAL TAX LIEN**

**WHEREAS**, on December 4, 2012, the Town Council of the Town of Yucca Valley (the "City") adopted the "Resolution of the Town Council of the Town of Yucca Valley Declaring Its Intent to Annex Territory to Community Facilities District No.11-1 (Services)" (referred to herein as the "Resolution of Intent") stating its intention to annex territory to Community Facilities District No.11-1 and to finance specified public facilities and services, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311, *et seq.*; the "Mello-Roos Act");

**WHEREAS**, on January 22, 2013, the Town Council of the Town of Yucca Valley held a public hearing on the Resolution of Intent;

**WHEREAS**, on January 22, 2013, after the public hearing, the Town Council adopted a "Resolution of the Town Council of the Town of Yucca Valley for the Annexation of Improvement Area No. 3 to Community Facilities District No. 11-1 (Service )(Resolution No. \_\_\_\_\_; also referred to herein as the "Resolution of Formation"), annexing Annexation Area No. 2 (Improvement Area No. 3) to Community Facilities District No. 11-1 (hereafter, the "District"); and the Town Council also adopted the "Resolution of the Town Council of the Town of Yucca Valley Setting a Date for an Election on the levy of a special tax within Annexation Area No. 2 (Improvement Area No. 3) of Community Facilities District No. 11-1 for January 22, 2013 (Resolution No. \_\_\_\_\_; also referred to herein as the "Resolution Calling for Special Election");

**WHEREAS**, on January 22, 2013, an election on the levy of special taxes on parcels within Annexation Area No. 2 (Improvement Area No. 3) of the District was held;

**WHEREAS**, this Resolution will only take effect if two-thirds of the votes cast in the special election are in favor of the levy, and such results were certified by the Town Council through adoption of the "Resolution of the Town Council of the Town of Yucca Valley Certifying the Results of the Election on the Levy of Special Taxes in Annexation Area No. 2 (Improvement Area No. 3) of Community Facilities District No. 11-1 (Services)" (Resolution No. \_\_\_\_\_), whereby the levying of special taxes was authorized;

**WHEREAS**, pursuant to the Resolution of Intent, the Resolution of Formation, and the provisions of the Mello-Roos Act, the maximum rate of special taxes and the manner of apportionment has been determined, and within 15 days of an election resulting in two-thirds of the votes cast in favor of the levy of a special tax in the District, a Notice of Special Tax Lien will be recorded with the San Bernardino County Recorder's Office; and

WHEREAS, pursuant to Government Code Section 53340(a), the Town Council, as legislative body for the District, now wishes to levy the special taxes at the rate, apportionment, and in the manner specified in the above-referenced Resolutions.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yucca Valley as follows:

SECTION 1. The Town Council hereby affirms the accuracy of the foregoing recitals.

SECTION 2. Pursuant to Government Code Sections 53328, 53340(a), and other provisions and requirements under the Mello-Roos Act, the Town Council hereby levies the special taxes as specified in said Resolutions, and hereby apportions the special taxes in such manner.

SECTION 3. The levy and apportionment of all special taxes hereby shall be consistent with the authorizations provided under the Mello-Roos Act, the Resolution of Intent, and the Resolution of Formation. No levy or apportionment of any special tax not otherwise consistent with said authorities is authorized by this Resolution.

SECTION 4. The Town Council hereby authorizes the Town Manager or his/her designee to implement all necessary steps to cause the special taxes levied hereby to be placed on the San Bernardino County Tax Assessor's secured property tax rolls for the fiscal year commencing July 1, 2013, and continuing each subsequent fiscal year for so long as said special taxes are authorized under the Mello-Roos Act. Furthermore, the Town Council hereby authorizes the Town Manager or his/her designee to cause all such special taxes to be collected, deposited, expended, and otherwise used in a manner consistent with the provisions of the District.

SECTION 5. The Town Council hereby determines that all proceedings for the formation of the District and the levy and apportionment were valid and in conformity with the requirements of the Mello-Roos Community Facilities Act of 1982.

APPROVED AND ADOPTED this 5<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**ORDINANCE NO.**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF  
YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE LEVY OF A  
SPECIAL TAX WITHIN IMPROVEMENT AREA 3, ANNEXATION  
NO 2, OF COMMUNITY FACILITIES DISTRICT NO. 11-1 (SUPER  
WAL-MART)**

WHEREAS, The Town Council of the Town of Yucca Valley has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors authorizing the levy of special taxes within community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part I, Division 2, Title 5 of the Government Code of the State of California (the "Act"). This Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 11-1 (the "District").

NOW, THEREFORE THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES ORDAIN AS FOLLOWS:

**Section 1.** The Town Council does, by passage of this ordinance authorize the levy of special taxes within the District for the 2013-2014 tax year pursuant to the Rate and Method Apportionment of Special Taxes as set forth in Exhibit "A" attached hereto, referenced and so incorporated.

**Section 2.** The Town Council, is further authorized to annually determine, by Resolution, the special taxes to be levied within the District for the then current tax year or future tax years, except that the special tax to be levied within the District shall no exceed the maximum special tax calculated pursuant to the Rate and Method, but the special tax may be levied at a lower rate.

**Section 3.** The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale, and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or may, by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations.

**Section 4.** The special taxes shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien and shall secure each levy of the special tax. The lien of the special tax shall continue in force an effect until the special tax obligation is permanently satisfied and canceled in accordance with Section 53344 of the Government Code of the State of California or until the

special tax ceases to be levied by the Town Council in the manner provided in Section 53330.5 of said Government Code.

**Section 5. NOTICE OF ADOPTION.** Within fifteen (15) days after the adoption hereof, the Town Clerk shall certify to the adoption of this Ordinance and cause it to be published once in a newspaper of general circulation printed and published in the County and circulated in the Town pursuant to Section 36933 of the Government Code.

**Section 6. EFFECTIVE DATE:** This Ordinance shall be effective thirty (30) days after its adoption.

APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
TOWN ATTORNEY

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**EXHIBIT B**  
**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES**  
**TOWN OF YUCCA VALLEY**  
**COMMUNITY FACILITIES DISTRICT NO. 11-1 (Services)**  
**Annexation No. 2 (Improvement Area No. 3)**

Special Taxes shall be levied annually on all Assessor's Parcels in Annexation Area No. 2 (Improvement Area No. 3) located within Community Facilities District No. 11-1 (Services) of the Town of Yucca Valley (the "District") commencing in Fiscal Year 2013-14 in an amount determined by the Town through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in Annexation Area No. 2 (Improvement Area No. 3), unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrative Expenses" means the actual or estimated costs incurred by the Town as administrator of the District to determine, levy and collect the Special Taxes, including salaries and benefits of Town employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the Town.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or four percent (4%). The annual CPI used shall be for the San Diego Area as determined by the Bureau of Labor Statistics.

"Approved Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1<sup>st</sup> preceding the Fiscal Year in which the Special Tax is being levied. The term "Approved Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator, or Non-Residential Property which has an approved Parcel Map.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Authorized Services" means those services as described in the "Special Tax Report Community Facilities District No. 11-1, Annexation No. 2 (Improvement Area No. 3) Town of Yucca Valley.

"Base Year" means Fiscal Year ending June 30, 2014.

"District Administrator" means the Town Manager, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"District" means Community Facilities District No. 11-1 (Services) of the Town of Yucca Valley.

"Developed Property" means all Taxable Property for which a building permit has been issued prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Dwelling Unit" means an individual single family unit or an individual residential unit within a duplex, tri-plex, four-plex, condominium or apartment structure.

"Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) property used exclusively for the retention/detention of storm water and (iv) property designated by the Town's District Administrator as Tax-Exempt Property

"Final Map" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied within Annexation Area No. 2 (Improvement Area No. 3) in the District in any Fiscal Year on any Assessor's Parcel.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, or any other public agency.

"Residential Property" means any parcel on which an individual single family residence or, a duplex, tri-plex, four-plex, condominium or apartment structure may be constructed.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for providing the authorized services including the actual costs of maintenance, repair, monitoring, replacement of facilities, and reporting as required under all applicable permits; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the District and any future annexation to Annexation Area No. 2 (Improvement Area No. 3) of the District that is not exempt from the Special Tax pursuant to law or as defined herein.

"Town" means the Town of Yucca Valley, California

"Undeveloped Property" means, for each Fiscal Year, all Assessors' Parcels of Taxable Property not classified as Developed Property or Approved Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year using the definitions above, all Taxable Property within Annexation Area No. 2 (Improvement Area No. 3) of the District shall be classified as Developed Property, Approved Property, Undeveloped Property or Exempt Property. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

**C. MAXIMUM SPECIAL TAX RATE**

The Maximum Annual Special Tax rates for Assessor's Parcels are shown in the following tables:

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**TABLE 1**  
**Equivalent Dwelling Unit Factors**  
**Community Facilities District No. 11-1**  
**Annexation Area No. 2 (Improvement Area 3)**

Property Classification	Improvement Area 2
Developed Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Approved Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Undeveloped Property Residential Non-Residential	4.5 EDU per acre 4.5 EDU per acre
Exempt Property	N/A

**TABLE 2**  
**Maximum Special Tax for Approved Property**  
**Community Facilities District No. 11-1**  
**Annexation Area No. 2 (Improvement Area 3)**

Property Classification	Maximum annual Special Tax
Developed Property Residential Non-Residential	\$126.20 per EDU \$567.90 per acre
Approved Property Residential Non-Residential	\$126.20 per EDU \$567.90 per acre
Undeveloped Property Residential Non-Residential	\$567.90 per acre \$567.90 per acre

On each July 1 following the Base Year, the Maximum Special Tax Rates in Table 2 shall be increased in accordance with the Annual Escalation Factor.

**4. Tax-Exempt Property**

No Special Tax shall be levied on Tax-Exempt Property.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2013-14, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax for Developed Property. Second, if the Special Tax Requirement

has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Approved Property up to 100% of the applicable Maximum Special Tax for Approved Property. Third, if the Special Tax Requirement has not been satisfied by the first two steps, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax for Undeveloped Property.

**E. APPEALS**

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

**F. MANNER OF COLLECTION**

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator. The Special Taxes when levied shall be the lien imposed pursuant to Section 3115.5 of the Streets and Highways Code. This lien shall be a continuing lien and shall secure each levy of Special Taxes. The lien of the Special Taxes shall continue in force and effect until the Special Tax ceases to be levied in the manner provided by Section 53330.5 of the Government Code.

**G. TERM OF SPECIAL TAX**

The Special Tax shall be levied in perpetuity.

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**TOWN OF YUCCA VALLEY**

**COMMUNITY FACILITIES DISTRICT REPORT**

**COMMUNITY FACILITIES DISTRICT NO. 11-1 (Services)  
ANNEXATION NO. 2 (IMPROVEMENT AREA NO. 3)**

**HEARING REPORT**

**September 7, 2012**

*Prepared by*  
**K. Dennis Klingelhofer, P.E**

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

TOWN OF YUCCA VALLEY  
COMMUNITY FACILITIES DISTRICT HEARING REPORT  
COMMUNITY FACILITIES DISTRICT NO. 1 (Services)  
ANNEXATION NO. 2 (IMPROVEMENT AREA NO. 3)

REPORT CONTENTS

- Section I Introduction
- Section II Description of Services and Estimated Costs
- Section III Description of District of CFD
- Section III Overview of the Proposed CFD

Exhibits

- Exhibit A List of Authorized Services – Improvement Area No. 3
- Exhibit B. Rate and Method of Apportionment – Improvement Area No. 3
- Exhibit C CFD Boundary Map – Annexation No. 2

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**TOWN OF YUCCA VALLEY  
COMMUNITY FACILITIES DISTRICT NO. 11-1 (Services)  
ANNEXATION NO. 2 (IMPROVEMENT AREA NO. 3)**

**Section I – Introduction**

The Town Council of the Town of Yucca Valley has been requested to initiate proceedings to annex territory into Community Facilities District No. 11-1 (Services) (the “District”) to include the property which is contained within Yucca Valley Retail Specific Plan and encompasses approximately 25.41 acres located at the southeast corner of the intersection of Twentynine Palms Highway (State Highway 62) and Avalon Avenue. Planned development on the 25.41 acre parcel will be consist of an approximately 184,146 s.f. single retail use, a 3,500 s.f. retail use and a 4,000 s.f. fast-food restaurant use.

The Town Council adopted a resolution entitled “Resolution of Intention to Annex Territory to Community Facilities District No. 11-1” Resolution No. 12-45 pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), on December 4, 2012 declaring its intention to annex territory located within Annexation Area No. 2 (Improvement Area No. 3) and ordered the preparation of a written Community Facilities District Report (the “Report”) as required by the Act.

This report has been prepared in accordance with Section 53321.5 of the Act and includes among other information:

Section II – Description of Services and Estimated Costs This section describes the services to be funded within Annexation Area No. 2 (Improvement Area No. 3), the estimated annual costs associated with providing those services and the proposed annual maximum special tax for parcels within the District.

Section III – Description of District of CFD This section contains the map showing the proposed boundaries of Annexation Area No. 2 (Improvement Area No. 3) within the CFD and those properties and parcels on which special taxes may be levied to pay for the costs and expenses of the services to be funded.

Section III – Overview of the Proposed CFD This section of the report describes the proposed structure of Annexation Area No. 2 (Improvement Area No. 3) within the CFD and the Rate and Method for the allocation of the special tax within Annexation Area No. 2 (Improvement Area No. 3).

In addition there are three exhibits attached to this report. Exhibit A is the list of authorized services within Improvement Area No. 3 the CFD may fund. Exhibit B is the Rate and Method of Apportionment for Annexation No. 2 (Improvement Area No. 3). Exhibit C is the Boundary Map for Annexation No. 2 (Improvement Area No. 3).

**Section II – Description of Services and Estimate of Costs**

Pursuant to Resolution 12-45, the types of public services to be funded, in whole or in part by the District, are generally described as the maintenance, operation and management of the following types of facilities.

- Maintenance of public streets and alleyways, including pavement, traffic control devices, landscaping and other public improvements installed within the public rights-of-way; and
- Maintenance of all public pedestrian or bicycle pathways within the public rights-of-way; and
- Public Lighting and appurtenant facilities, including street lights within public right-of-way and traffic signals located at the entrance driveway on Twentynine Palms Highway, the intersection of Twentynine Palms Highway and Avalon Street, the intersection of Twentynine Palms Hwy and Inca Trail, the intersection of Palomar Avenue and Yucca Trail, and the intersection of Joshua Lane and Yucca Trail, which will include all electrical utility charges, and
- Town and County costs associated with the setting, levying and collection of the special tax, and in the administration of the District including the contract administration.

The estimated costs for the maintenance of the eligible improvements within Annexation Area No. 2 (Improvement Area No. 3) of the District are shown below, including costs for future repairs or replacement of the improvements. The costs shown also include 25% contingencies, contract administration and Town overhead for the administration of the District. The costs shown are applicable to fiscal year 2013-14.

Right-of-Way Maintenance, Operation and Management

The Improvement Area is anticipated to maintain, operate and manage fifty percent (50%) of the public improvements installed within Avalon Street from the intersection of 29 Palms Highway to southern property line of the project, and fifty percent (50%) of the public improvements installed within Palisade Drive along the southern boundary of the project. This includes slurry seals (3-5 year cycle) and pavement overlays (10-15 year cycle), miscellaneous pavement repairs annually, restriping and as-needed curb, gutter and sidewalk repair. The Improvement Area will also operate and maintain 5 traffic signals and 7 street lights.

Total Linear Feet	1,860
Total Area (Square Feet)	39,120
Cost per Square Foot (2013-14 \$'s)	\$0.37
Total Costs (2013-14 \$'s)	\$14,430
Improvement Area EDU's	114.345
Fiscal Year 2013-14 Cost per EDU	\$126.20

Section III - Proposed Boundaries of CFD

The proposed District is generally described as Yucca Valley Retail Specific Plan, as may be amended from time to time, and includes the following Assessor's Parcel Numbers:

<u>Assessor's Parcel Number</u>	<u>Owner</u>	<u>Acreage</u>
601-201-37	Wall-Mart	25.41

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**Section IV – Overview of the Proposed CFD**

The area proposed to be annexed to CFD 11-01 as Annexation No. 2 (Improvement Area No. 3) will levy an annual special tax on all of the property in Improvement Area No. 3 unless exempted by law or, the Rate and Method of Assessment (RMA) for the purpose of maintaining, managing and operating the improvements within the Improvement Area. Each year the Town Engineer will develop a budget for the projected costs of providing the authorized services within the Improvement Area for the CFD for the coming year, including the costs of:

- Authorized CFD services, including the pro-rata share of costs for future lump sum expenditures;
- Costs of administering the CFD, including County costs and contract administration; and
- Any amounts needed to cure actual or projected delinquencies in special taxes for the current or previous years.

The Tax Formula shall then be used to allocate the total amount required to provide the authorized services to each taxable parcel based upon the EDU's assigned based on the Property Classification as shown below

**Equivalent Dwelling Unit Factors**

<b>Property Classification</b>	<b>Improvement Area 1</b>
<b>Developed Property</b> Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
<b>Approved Property</b> Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
<b>Undeveloped Property</b> Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
<b>Exempt Property</b>	N/A

A list of parcels subject to the special tax will be prepared and submitted to the County Assessor for inclusion on the tax roll. The special tax will be collected in the same manner and at the same time as ad valorem property taxes.

The maximum special tax which may be levied upon any taxable parcel is set at a base rate of \$126.20 per EDU. The maximum special tax will escalate at a rate not to exceed 4 percent per year to cover increases in the costs of providing the authorized services. The special tax shall be levied and collected in perpetuity.

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**Exhibit A**  
**Community Facilities District No. 11-1 (Services)**  
**Annexation No. 2 (Improvement Area No. 3)**

List of Authorized Services

The maintenance obligations to be funded, in whole, by the levying of an annual special tax upon all taxable parcels within Annexation Area No. 2 (Improvement Area No. 3) of the District shall include all of the following:

1. Maintenance of public streets and alleyways, including pavement, traffic control devices, landscaping and other public improvements installed within the public rights-of-way; and
2. Maintenance of all public pedestrian or bicycle pathways within the public rights-of-way; and
3. Public Lighting and appurtenant facilities, including street lights within public right-of-way and traffic signals located at the entrance driveway on Twentynine Palms Highway, the intersection of Twentynine Palms Highway and Avalon Street, the intersection of Twentynine Palms Hwy and Inca Trail, the intersection of Palomar Avenue and Yucca Trail, and the intersection of Joshua Lane and Yucca Trail, which will include all electrical utility charges; and
4. Town and County costs associated with the setting, levying and collection of the special tax, and in the administration of the District including the contract administration.

In addition, the Special Taxes collected may be set-aside in a designated replacement fund to be used to fund the future replacement or repair of any of the items described above or other improvements funded by CFD No. 11-1, Annexation Area No. 2 (Improvement Area No. 3).

EXHIBIT B

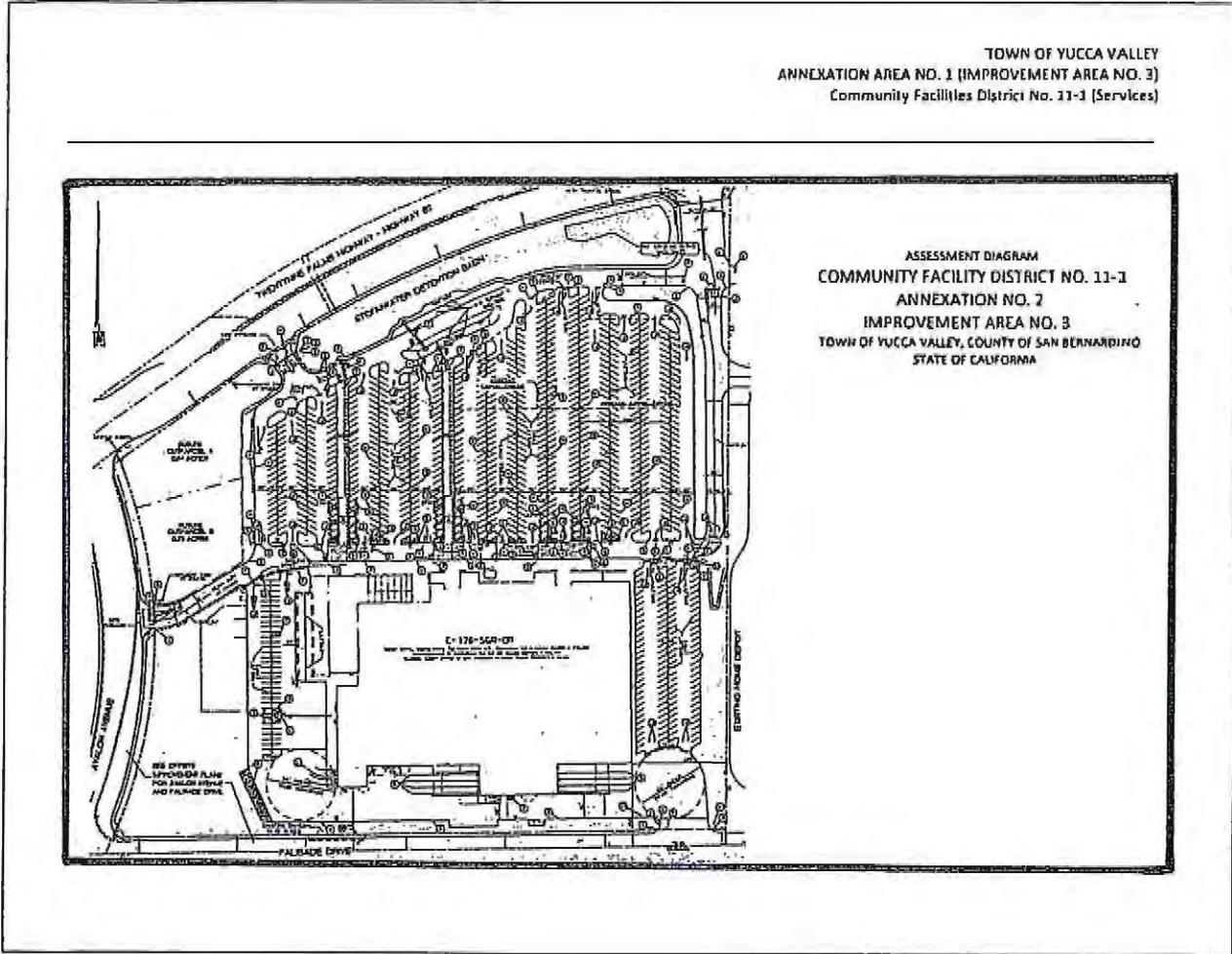
TOWN OF YUCCA VALLEY  
COMMUNITY FACILITIES DISTRICT NO. 11-1 (Services)  
ANNEXATION NO. 2 (IMPROVEMENT AREA NO. 3)

RATE AND METHOD OF APPORTIONMENT

The Rate and Method of Apportionment of Special Tax is shown on the following pages.

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

Exhibit C  
Community Facilities District No. 11-1 (Services)  
Annexation No. 2 (Improvement Area No. 3)



Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

TOWN COUNCIL STAFF REPORT

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

Subject: Resolution(s) No. 12-
Ordinance No.
Annexation Area No. 1, Improvement Area No. 2, (Dollar General)
APN 586-121-06 to Community Facilities District No. 11-1 (Services)

Prior Council Review: On June 7, 2011, the Town Council adopted a Resolution approving the goals and policies for the formation of Community Facilities Districts Pursuant to the Mello-Roos Community Facilities Act of 1982. On August 7, 2012, the Town Council approved a Resolution Declaring Its Intention to Annex Territory to Community Facilities District No. 11-1(Improvement Area No. 2) (Services) and Setting a Date and Time for a Public Hearing.

Recommendation: That the Town Council adopts the Resolutions to annex the project into Community Facilities District No. 11-1 (Improvement Area No. 2) and levy a special tax thereon to finance certain services as follows, and introduces the Ordinance.

- 1. A Resolution for the annexation of Annexation Area No. 1, Improvement Area No. 2, to Community Facilities District No. 11-1 (Services), preliminarily establishing an appropriation limit for Improvement Area No. 2, and submitting the levy of the special tax to the qualified electors within the District.
2. A Resolution setting a date for an election on the annexation of Annexation Area No. 1, Improvement Area No. 2, to Community Facilities District No. 11-1 (Services), and setting an appropriation limit.
3. A Resolution declaring results of the special election and directing recording of notice of special tax lien.
4. An Ordinance of the Town Council of the Town of Yucca Valley, California, authorizing the levy of a special tax within Community Facilities District no. 11-1, Annexation No. 1, Improvement Area No. 2 (Dollar General).

Executive Summary: The Town has formed Landscape and Lighting Maintenance Districts and Street and Drainage (Benefit) Assessment Districts, as well as Community Facility Districts (CFDs) as a condition of subdivision development projects to pay the costs of infrastructure maintenance created by new development.

Reviewed By: [Signatures]
Town Manager, Town Attorney, Mgmt Services, Dept Head

Department Report, Consent, Ordinance Action, Minute Action, P.536, P.53, Resolution Action, Receive and File, Public Hearing, Study Session

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

The CFD is a more flexible approach that allows the Town to recover 100% of the maintenance costs created by the new infrastructure constructed as part of the development project.

The Town Council previously formed CFD 11-1 (Warren Vista Center) pursuant to the Mello-Roos Community Facilities Act of 1982 to provide funding for the maintenance of public improvements.

**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)

**Discussion:** Subdivision development projects are approved subject to conditions of approval that require that projects form/annex to a maintenance district. These districts apply an annual fee or special tax upon properties within the District which provides the revenue to offset the cost of maintenance of the public improvements necessary to serve the development.

The public facilities and services proposed to be financed within the territory to be annexed to the District are the following:

- Maintenance of public streets and alleyways, including pavement, traffic control devices, landscaping and other public improvements installed within the public right-of-way;
- Maintenance of all public pedestrian or bicycle pathways; and
- Public lighting and appurtenant facilities, including street lights and traffic signals;
- Town and County costs associated with the setting, levying and collection of the special tax, and in the administration of the District including the contract administration.

If the Maximum Allowable Annual Fee were levied, the revenue generated would be \$1,823.24 per year. Approximately 60% of this amount is devoted to future replacement costs of the improvements, contract administration, annual report costs and any other cost related to maintenance of the District.

**Alternatives:** No alternatives are recommended.

**Fiscal impact:** The annual revenues generated from the Community Facilities District offset the cost of maintenance of public improvements that serve the development project.

**Attachments:** Resolution(s) No 12-  
Ordinance No.  
Community Facilities District Report

## RESOLUTION NO. 12-

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY FOR THE ANNEXATION OF ANNEXATION AREA NO. 1, IMPROVEMENT AREA NO. 2, TO COMMUNITY FACILITIES DISTRICT NO. 11-1 (SERVICES) (DOLLAR GENERAL), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE DISTRICT, AND SUBMITTING THE LEVY OF THE SPECIAL TAX TO THE QUALIFIED ELECTORS OF THE AREA TO BE ANNEXED TO THE DISTRICT**

WHEREAS, on August 7, 2012, the Town Council adopted Resolution No. 12-31, entitled "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)" (the District) stating its intent to annex Improvement Area No. 2 to the District under the Mello-Roos Act and to levy a special tax on all property within Improvement Area No. 2 for legally-permitted facilities and services, and directed staff to implement the Act's requirements for annexation of territory to said District;

WHEREAS, the Resolution of Intention included a map of the proposed boundaries of Annexation Area No. 1 (Improvement Area No. 2) to the District, stated the services to be financed, and the rate and method of apportionment of the special tax to be levied within Annexation Area No. 1 (Improvement Area No. 2) of the District to pay the costs, is on file with the Town Clerk, and the provisions thereof are incorporated herein by the reference as if fully set forth, and

WHEREAS, on September 18, 2012, the Town Council held a public hearing on the annexation of Annexation Area No. 1 (Improvement Area No. 2) to Community Facilities District No. 11-1 (Services), and accepted written and documentary testimony and evidence relating thereto; and

WHEREAS, the Town Council now wishes to annex the territory and establish Improvement Area No. 2 in the community facilities district as provided herein, and all protests against formation of the proposed district are insufficient to prevent annexation; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Yucca Valley as follows:

SECTION 1. The Town Council hereby affirms the accuracy of the foregoing recitals.

SECTION 2. Pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311, *et seq.*), the Town Council has declared its intent to annex territory to a community facilities district. Pursuant to Section 53321 of the California Government Code, the Town Council hereby determines the following:

- A. The proposed area shall be annexed pursuant to the Mello-Roos Community Facilities Act of 1982 set forth in California Government Code Title 5, Division 2, Part 1, Chapter 2.5;
- B. The Town Council accepts the "Special Tax Report for the Town of Yucca Valley

- Community Facilities District No.11-1 (Services), Annexation Area No. 1 (Improvement Area No. 2).
- C. The proposed special tax to be levied within Annexation Area No. 1 (Improvement Area No. 2), CFD No. 11-1 (Services) has not been precluded by majority protest pursuant to Section 53324 of the Act.
  - D. The annexation area shall be designated "Town of Yucca Valley Community Facilities District No. 11-1, Annexation Area 1 (Improvement Area No. 2)" is hereby established pursuant to the Act.
  - E. The boundaries of Annexation Area No. 1 (Improvement Area No. 2) to the District, as set forth in the map of Annexation Area No. 1 (Improvement Area No. 2), CFD No. 11-1 (Services) shall correspond with the boundaries indicated on the map attached hereto as "Exhibit A" as recorded in the San Bernardino County Recorder's Office in Book 42 and Pages 57 to 58 of Maps of Assessment and Community Facilities Districts.
  - F. The name for the proposed area to be annexed to the district is "Community Facilities District No.11-1 (Services), Annexation Area No. 1 (Improvement Area No. 2)";
  - G. The public services to be financed by the District shall consist of those items described in the Resolution of Intention and by this reference incorporated herein.
  - H. Except where funds are otherwise available, a special tax sufficient to pay for all services, secured by recordation of a continuing lien against all nonexempt real property in Annexation Area No. 1 of the District, will be levied annually within Annexation Area No. 1 (Improvement Area No. 2) of CFD No. 11-1 (Services), and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as the Town Council shall direct. The proposed rate and method of apportionment of the special tax among parcels of real property within the District in sufficient detail to allow each landowner within the proposed District to estimate the probable maximum amount such owner will have to pay, are described in "Exhibit B" attached to the Resolution of Intention and by reference are incorporated herein.
  - I. It is hereby found and determined that the Services are necessary to meet the increased demands as the result of development occurring in Annexation Area No. 1 (Improvement Area No. 2) of the District
  - J. The Director of Finance or his/her designee shall be responsible for preparing annually a current roll of the special tax levy obligation by assessor's parcel number and which will be responsible for estimating future special tax levies pursuant to Government Code Section 53340.2
  - K. Upon recordation of the Notice of Special Tax Lien pursuant to Section 3114.5 of the Street and Highways Code, a continuing lien to secure levy of the special tax shall attach to all nonexempt real property in Annexation Area No. 1 (Improvement Area No. 2) of the District and this lien shall continue in force and effect until the special

tax obligation is prepaid and permanently satisfied and the lien is canceled in accordance with law or until collection of the tax by the Town Council ceases.

- L. Pursuant to the provisions of the Act, the proposition of the levy of the special tax and shall be submitted to the qualified electors of the area to be annexed to the District and an election, the time, place and condition of which shall be as specified by a separate resolution of the Town Council.

APPROVED AND ADOPTED on this 18<sup>th</sup> day of September, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

Attachments: Resolution No. 12-31  
Exhibit A – Boundary Map  
Exhibit B - Rate and Method of Apportionment of Special Taxes

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

RESOLUTION NO.12-31

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)

WHEREAS, the Town of Yucca Valley pursuant to Resolution No.11-38 adopted on August 16, 2011, approved the formation of Community Facilities District No. 11-1 (Services) ; and

WHEREAS, the Town requires that a funding mechanism be established for the purpose of funding the long-term maintenance and rehabilitation of asphalt pavement, sidewalk, curbs, and other related facilities related to the approval of Site Plan Review (SPR) 11-01, and

WHEREAS, in order to accomplish the foregoing, the Town desires to annex territory to be known as Annexation Area No. 1 (Improvement Area No. 2) to Community Facilities District No. 11-1 pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311, et seq.), and to levy a special tax on all property within the annexed territory for legally-permitted facilities and services;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Yucca Valley as follows:

**SECTION 1.** Pursuant to the Mello-Roos Community Facilities Act of 1982 (Gov't Code § 53311, et seq.), the Town Council hereby declares its intent to annex Improvement Area No. 2 to Community Facilities District No. 11-1 (Services). Pursuant to Section 53321 of the California Government Code, the Town Council hereby determines the following:

- A. The improvement area shall be annexed pursuant to the Mello-Roos Community Facilities Act of 1982 set forth in California Government Code Title 5, Division 2, Part 1, Chapter 2.5;
- B. The proposed boundaries of Annexation Area No. 1 (Improvement Area No. 2) shall correspond with the boundaries indicated on the map attached hereto as "Exhibit A" and incorporated herein by reference;
- C. The public facilities and services proposed to be financed by the District within Improvement Area No. 2 are the following:
  - i. Maintenance of public streets and alleyways, including pavement, traffic control devices, landscaping and other public improvements installed within the public right-of-way;
  - ii. Maintenance of all public pedestrian or bicycle pathways; and
  - iii. Public lighting and appurtenant facilities, including street lights and traffic signals.

P.542  
r.09

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

- D. Except where funds are otherwise available, a special tax sufficient to pay for all facilities and services, secured by recordation of a continuing lien against all nonexempt real property in the District, will be annually levied within Annexation Area No. 1 (Improvement Area No. 2) ("the area"). The rate, method of apportionment, and manner of collection of the special tax are described in Exhibit B to this Resolution.
- E. The annexation area does not currently contain any parcels used for private residential purposes, and the Council hereby declares that no special tax shall be levied within the District against any parcel that may be subsequently used for private residential purposes;

**SECTION 2.** The Town Council hereby fixes September 18, 2012 as the date for a public hearing on this resolution, to commence at 6:00 p.m. at the Town of Yucca Valley Town Council Chambers, located at 57090 29 Palms Highway, Yucca Valley, California.

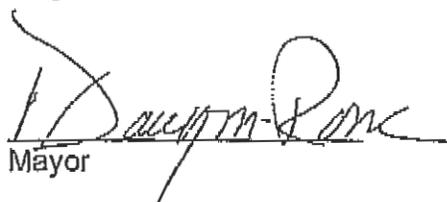
**SECTION 3.** The Town Manager or his designee is hereby directed to study the need for the formation of the proposed District and, at or before the time of the public hearing on formation of the District, to file a report with the Town Council containing a brief description of the public services which will be required to adequately meet the needs of the Annexation Area No. 1 (Improvement Area No. 2) and an estimate of the cost of providing those services.

**SECTION 4.** At or prior to the public hearing, protests against the formation of the District may be made orally or in writing by interested persons or taxpayers. Written response should be directed to: Janet M. Anderson, Town Clerk, Town of Yucca Valley, CA.

**SECTION 5.** The levy of the special tax to be imposed with the District shall be submitted to the qualified electors of the territory to be included within the District pursuant to Section 53326 of the Government Code.

**SECTION 3.** The Town Council hereby directs the Town Clerk to publish notice of the public hearing on this resolution in the manner required by Section 53322 of the California Government Code; and to provide written notice of said public hearing to all landowners within the proposed District in the manner required by Section 53322.4 of the California Government Code; and to conduct all activities necessary for the election on the levy of special taxes as may be legal and necessary.

APPROVED AND ADOPTED on this 7th day of August, 2012

  
Mayor

P.543  
P.60

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

ATTEST:

  
\_\_\_\_\_  
Town Clerk

Attachments: Exhibit A – Boundary Map Annexation Area No. 1  
Exhibit B - Rate and Method of Apportionment of Special Taxes for  
Annexation Area No. 1

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

I, Janet M. Anderson, Town Clerk of the Town of Yucca Valley, California do hereby certify that Resolution No. 12-31 was duly and regularly adopted by the Town Council of the Town of Yucca Valley, California, at a meeting thereof held on the 7<sup>th</sup> day of August, 2012, by the following vote:

AYES: Council Members Abel, Huntington, Lombardo, and Mayor Rowe

NOES: None

ABSTAIN: None

ABSENT: None

  
TOWN CLERK

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

# Exhibit A

PROPOSED BOUNDARY MAP

## TOWN OF YUCCA VALLEY

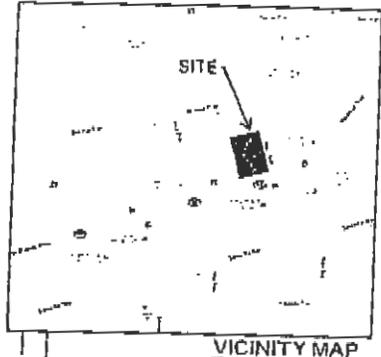
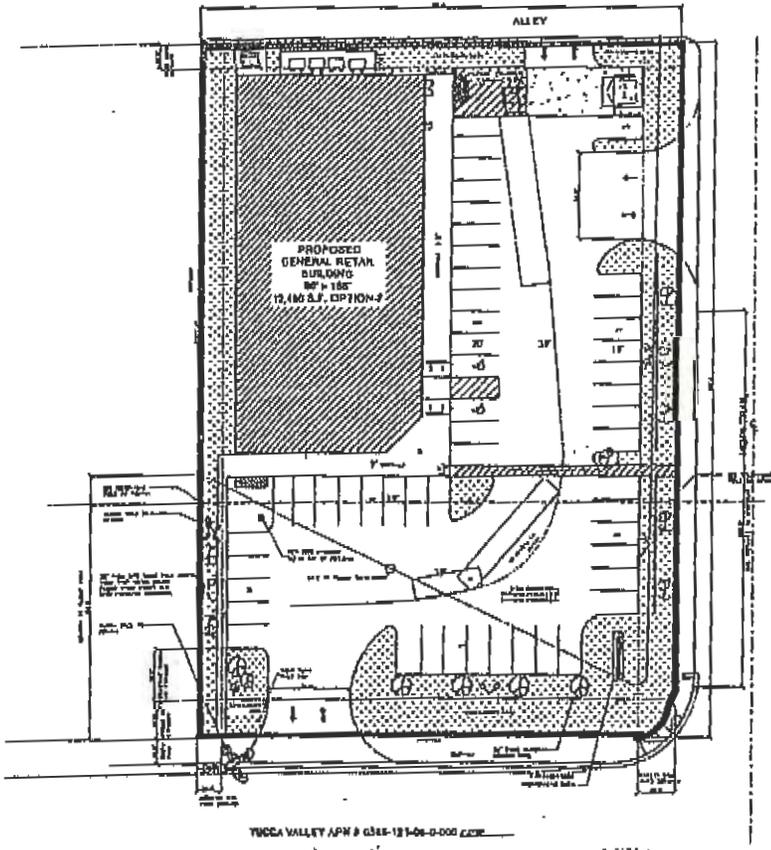
IN THE COUNTY OF SAN BERNARDINO

STATE OF CALIFORNIA

COMMUNITY FACILITIES DISTRICT NO.11-1

ANNEXATION AREA No.1 (IMPROVEMENT AREA NO. 2)

LOT 13 AND 14, A PORTION OF YUCCA VALLEY UNIT NO. 3, OF TRACT NO. 3081, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 57 TO 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



**LEGEND**  
 INDICATES FACILITIES DISTRICT BOUNDARY

FILED IN THE OFFICE OF THE TOWN CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

TOWN CLERK  
TOWN OF YUCCA VALLEY

HELD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012 AT THE HOUR OF \_\_\_\_\_ O'CLOCK IN ROOM \_\_\_\_\_ OF MAPS OF ASSESSMENT AND ADMINISTRATION FACILITIES DISTRICT AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT 11-1, ANNEXATION AREA NO.1 (IMPROVEMENT AREA NO.2) OF THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AT A REGULAR MEETING THEREFOR, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012 BY ITS RESOLUTION NO. \_\_\_\_\_.

TOWN CLERK  
TOWN OF YUCCA VALLEY

COUNTY RECORDER  
COUNTY OF SAN BERNARDINO

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**EXHIBIT B**  
**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES**  
**TOWN OF YUCCA VALLEY**  
**COMMUNITY FACILITIES DISTRICT NO. 11-1 (Services)**  
**Annexation No. 1 (Improvement Area No. 2)**

Special Taxes shall be levied annually on all Assessor's Parcels in Annexation Area No. 1 (Improvement Area No. 2) located within Community Facilities District No. 11-1 (Services) of the Town of Yucca Valley (the "District") commencing in Fiscal Year 2013-14 in an amount determined by the Town through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in Annexation Area No. 1 (Improvement Area No. 2), unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrative Expenses" means the actual or estimated costs incurred by the Town as administrator of the District to determine, levy and collect the Special Taxes, including salaries and benefits of Town employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the Town.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or four percent (4%). The annual CPI used shall be for the San Diego Area as determined by the Bureau of Labor Statistics.

"Approved Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1<sup>st</sup> preceding the Fiscal Year in which the Special Tax is being levied. The term "Approved Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator, or Non-Residential Property which has an approved Parcel Map.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Authorized Services" means those services as described in the "Special Tax Report Community Facilities District No. 11-1, Annexation No. 1 (Improvement Area No. 2) Town of Yucca Valley.

"Base Year" means Fiscal Year ending June 30, 2014.

"District Administrator" means the Town Manager, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"District" means Community Facilities District No. 11-1 (Services) of the Town of Yucca Valley.

"Developed Property" means all Taxable Property for which a building permit has been issued prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Dwelling Unit" means an individual single family unit or an individual residential unit within a duplex, tri-plex, four-plex, condominium or apartment structure.

"Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, and (iii) property designated by the Town's District Administrator as Tax-Exempt Property

"Final Map" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied within Annexation Area No. 1 (Improvement Area No. 2) in the District in any Fiscal Year on any Assessor's Parcel.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, or any other public agency.

"Residential Property" means any parcel on which an individual single family residence or, a duplex, tri-plex, four-plex, condominium or apartment structure may be constructed.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for providing the authorized services including the actual costs of maintenance, repair, monitoring, replacement of facilities, and reporting as required under all applicable permits; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the District and any future annexation to Annexation Area No. 1 (Improvement Area No. 2) of the District that is not exempt from the Special Tax pursuant to law or as defined herein.

"Town" means the Town of Yucca Valley, California

"Undeveloped Property" means, for each Fiscal Year, all Assessors' Parcels of Taxable Property not classified as Developed Property or Approved Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year using the definitions above, all Taxable Property within Annexation Area No. 1 (Improvement Area No. 2) of the District shall be classified as Developed Property, Approved Property, Undeveloped Property or Exempt Property. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

**C. MAXIMUM SPECIAL TAX RATE**

The Maximum Annual Special Tax rates for Assessor's Parcels are shown in the following tables:

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**TABLE 1**  
**Equivalent Dwelling Unit Factors**  
**Community Facilities District No. 11-1**  
**Annexation Area No. 1 (Improvement Area 2)**

Property Classification	Improvement Area 2
Developed Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Approved Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Undeveloped Property Residential Non-Residential	4.5 EDU per acre 4.5 EDU per acre
Exempt Property	N/A

**TABLE 2**  
**Maximum Special Tax for Approved Property**  
**Community Facilities District No. 11-1**  
**Annexation Area No. 1 (Improvement Area 2)**

Property Classification	Maximum annual Special Tax
Developed Property Residential Non-Residential	\$315.79 per EDU \$1,421.08 per acre
Approved Property Residential Non-Residential	\$315.79 per EDU \$1,421.08 per acre
Undeveloped Property Residential Non-Residential	\$1,421.08 per acre \$1,421.08 per acre

On each July 1 following the Base Year, the Maximum Special Tax Rates in Table 2 shall be increased in accordance with the Annual Escalation Factor.

**4. Tax-Exempt Property**

No Special Tax shall be levied on Tax-Exempt Property.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2013-14, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax for Developed Property. Second, if the Special Tax Requirement

has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Approved Property up to 100% of the applicable Maximum Special Tax for Approved Property. Third, if the Special Tax Requirement has not been satisfied by the first two steps, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax for Undeveloped Property.

**E. APPEALS**

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

**F. MANNER OF COLLECTION**

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator. The Special Taxes when levied shall be the lien imposed pursuant to Section 3115.5 of the Streets and Highways Code. This lien shall be a continuing lien and shall secure each levy of Special Taxes. The lien of the Special Taxes shall continue in force and effect until the Special Tax ceases to be levied in the manner provided by Section 53330.5 of the Government Code.

**G. TERM OF SPECIAL TAX**

The Special Tax shall be levied in perpetuity.

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**RESOLUTION NO. 12-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCA VALLEY SETTING A DATE FOR AN ELECTION ON THE ANNEXATION OF ANNEXATION AREA NO. 1 (IMPROVEMENT AREA NO. 2) TO COMMUNITY FACILITIES DISTRICT NO. 11-1 (SERVICES) (DOLLAR GENERAL), SPECIAL TAX LEVY FOR FY 2013/14**

WHEREAS, the Town of Yucca Valley established Community Facilities District No. 11-1 (the "District"), on August 16, 2011 pursuant to the Mello-Roos Community Facilities Act of 1982 ("Mello-Roos Act"; Government Code § 53311, *et seq.*): and

WHEREAS, the Town Council of the Town of Yucca Valley (the "Town Council") has previously declared its intention and held and conducted proceedings relating to the annexation of territory as a separate improvement area therein pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1 Division 2 Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof (the "Act"). The existing Community Facilities District has been designated as COMMUNITY FACILITIES DISTRICT NO. 11-1 (SERVICES (the "District")); and

WHEREAS, notice of a public hearing relating to the annexation of territory to the existing District, the extent of the territory to be annexed, the furnishing of certain public services, amendments to the rate and method of apportionment of special tax and all other related matters has been given, and a Special Tax Report pertaining to the proposed annexation, as ordered by this Town Council, has been presented and considered; and

WHEREAS, the area proposed to be annexed is known and designated as Community Facilities District No.11-1 (services), Annexation No. 1 (Improvement Area No. 2) (the "Annexed Territory"); and

WHEREAS, the proposed public services are necessary to meet increased demands placed upon the Town as a result of development and/or rehabilitation occurring in the Annexed Territory; and

WHEREAS, it has now been determined that written protests have not been received by 50% or more of the registered voters residing either within the Annexed Territory or the original District and/or property owners representing more than one-half (1/2) or more of the area of land proposed to be annexed to said District or within the original District; and

WHEREAS inasmuch as there have been less than twelve (12) persons registered to vote within the Annexed Territory for each of the 90 preceding days, this legislative body desires to submit the levy of the required special tax to the landowners of the Annexed Territory, said landowners being the qualified electors as authorized by law: and

**WHEREAS**, in order to accomplish the Town's desired purpose for the District, the Town must conduct a special election; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Town of Yucca Valley as follows:

**SECTION 1.** Pursuant to Sections 53326.53353.5 and 53325.7 of the Act, propositions of the levy of the special tax on property within Annexation Area No. 1 (Improvement Area No. 2) of the District shall be submitted to the qualified electorate of Annexation Area No. 1 of the District at an election called thereof as provided below.

**SECTION 2.** As authorized by the Section 53353.5 of the Act, the ballot measure, the form of which is attached as "Exhibit "A" and by this reference incorporated herein. Said form of ballot is hereby approved.

**SECTION 3.** The Town Council submits to the qualified voters of the area to be annexed to the District the question of levying a new special tax to finance public facilities and services within Annexation Area No. 1 of the District, as specified in the Resolution of Intent.

**SECTION 4.** The Town Council hereby calls for a special election to consider the measures described in Section 1 above, which election shall be held on September 18, 2012. Pursuant to Section 53327 of the Act, the election shall be conducted by the use of mailed ballots, or hand delivered ballot pursuant of Section 4000 of the California Election Code. All mail ballots shall be returned to the Town Clerk's office (by mail or personal delivery) no later than 4:00 pm on September 14, 2012, or shall be delivered personally to the Town Clerk no later than the close of the special election on such date.

**SECTION 5.** In the event that landowners owning all of the property within Annexation Area No. 1 of the District that is subject to the proposed special tax have waived election requirements and/or designated other entities to cast their votes on their behalf, such votes may be cast (verbally or otherwise) at the election by any person or body so designated, and all votes cast shall be counted by the Town Clerk in determining the final vote.

**SECTION 6.** The Town Clerk is hereby directed to publish in a newspaper of general circulation circulating within the area of CFD No. 11-1, Annexation No. 1, Improvement Area No. 2 (Dollar General) a copy of this Resolution as soon as practicable after the date of adoption of this Resolution.

**SECTION 7.** In the event that two-thirds or more of the votes cast favor the levying of the special tax, the Town Council may, by resolution, levy the special tax.

APPROVED, PASSED AND ADOPTED this 18<sup>th</sup> day of September, 2012.

\_\_\_\_\_  
MAYOR

ATTESTED:

\_\_\_\_\_  
TOWN CLERK

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

EXHIBIT A

OFFICIAL BALLOT  
SPECIAL TAX ELECTION  
TOWN OF YUCCA VALLEY  
ANNEXATION OF TERRITORY TO  
COMMUNITY FACILITIES DISTRICT NO. 11-1 (SERVICES)  
September 11, 2012

Assessor Parcel Number: 0586-121-06  
Number of votes entitled to cast: 1.283

**INSTRUCTIONS TO VOTERS:** To vote on the measure, mark an (X) on the line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

**MEASURE SUBMITTED TO QUALIFIED ELECTORS**

**Ballot Measure:** Shall the Town of Yucca Valley be authorized to levy a special tax at the rates and apportioned as described in Exhibit B to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 11-1 (Services) adopted by the City Council on August 7, 2012 (Resolution No.12-31), which is incorporated herein by this reference, within the territory identified on the map entitled "Boundary Map of Annexation Area No. 1 (Improvement Area No. 2) Community Facilities District No. 11-1 (Services), Town of Yucca Valley, County of San Bernardino", to finance certain services as set forth in Exhibit B of the Resolution?

YES \_\_\_\_\_

NO \_\_\_\_\_

**NOTE:** This is a special landowner election. You must return this ballot to the Town Clerk of the Town of Yucca Valley either (i) to the Office of the Town Clerk at Town Hall, 57090 Twentynine Palms Highway, Yucca Valley, CA, by 4:00 p.m. on September 14, 2012 or (ii) thereafter, to the regular meeting place of the Town Council in the Yucca Room of the Community Center, 57090 Twentynine Palms Highway, Yucca Valley, CA on September 18, 2012, by five minutes following the adoption of the resolution calling the election (the Town Council meeting convenes at 6:00 p.m. on September 18, 2012).

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

## RESOLUTION NO. 12-

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DECLARING RESULTS OF THE SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN**

**WHEREAS**, on August 7, 2012, the Town Council of the Town of Yucca Valley (the "City") adopted the "Resolution of the Town Council of the Town of Yucca Valley Declaring Its Intent to Annex Territory to Community Facilities District No.11-1 (Services)" (referred to herein as the "Resolution of Intent") stating its intention to annex territory to Community Facilities District No.11-1 and to finance specified public facilities and services, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311, *et seq.*; the "Mello-Roos Act");

**WHEREAS**, on September 18, 2012, the Town Council of the Town of Yucca Valley held a public hearing on the Resolution of Intent;

**WHEREAS**, on September 18, 2012, after the public hearing, the Town Council adopted a "Resolution of the Town Council of the Town of Yucca Valley for the Annexation of Improvement Area No. 2 to Community Facilities District No. 11-1 (Service )(Resolution No. \_\_\_\_\_; also referred to herein as the "Resolution of Formation"), annexing Annexation Area No. 1 (Improvement Area No. 2) to Community Facilities District No. 11-1 (hereafter, the "District"); and the Town Council also adopted the "Resolution of the Town Council of the Town of Yucca Valley Setting a Date for an Election on the levy of a special tax within Annexation Area No. 1 (Improvement Area No. 2) of Community Facilities District No. 11-1 for September 18, 2012 (Resolution No. \_\_\_\_\_; also referred to herein as the "Resolution Calling for Special Election");

**WHEREAS**, on September 18, 2012, an election on the levy of special taxes on parcels within Annexation Area No. 1 (Improvement Area No. 2) of the District was held;

**WHEREAS**, this Resolution will only take effect if two-thirds of the votes cast in the special election are in favor of the levy, and such results were certified by the Town Council through adoption of the "Resolution of the Town Council of the Town of Yucca Valley Certifying the Results of the Election on the Levy of Special Taxes in Annexation Area No. 1 (Improvement Area No. 2) of Community Facilities District No. 11-1 (Services)" (Resolution No. \_\_\_\_\_), whereby the levying of special taxes was authorized;

**WHEREAS**, pursuant to the Resolution of Intent, the Resolution of Formation, and the provisions of the Mello-Roos Act, the maximum rate of special taxes and the manner of apportionment has been determined, and within 15 days of an election resulting in two-thirds of the votes cast in favor of the levy of a special tax in the District, a Notice of Special Tax Lien will be recorded with the San Bernardino County Recorder's Office; and

**WHEREAS**, pursuant to Government Code Section 53340(a), the Town Council, as legislative body for the District, now wishes to levy the special taxes at the rate, apportionment, and in the manner specified in the above-referenced Resolutions.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yucca Valley as follows:

SECTION 1. The Town Council hereby affirms the accuracy of the foregoing recitals.

SECTION 2. Pursuant to Government Code Sections 53328, 53340(a), and other provisions and requirements under the Mello-Roos Act, the Town Council hereby levies the special taxes as specified in said Resolutions, and hereby apportions the special taxes in such manner.

SECTION 3. The levy and apportionment of all special taxes hereby shall be consistent with the authorizations provided under the Mello-Roos Act, the Resolution of Intent, and the Resolution of Formation. No levy or apportionment of any special tax not otherwise consistent with said authorities is authorized by this Resolution.

SECTION 4. The Town Council hereby authorizes the Town Manager or his/her designee to implement all necessary steps to cause the special taxes levied hereby to be placed on the San Bernardino County Tax Assessor's secured property tax rolls for the fiscal year commencing July 1, 2013, and continuing each subsequent fiscal year for so long as said special taxes are authorized under the Mello-Roos Act. Furthermore, the Town Council hereby authorizes the Town Manager or his/her designee to cause all such special taxes to be collected, deposited, expended, and otherwise used in a manner consistent with the provisions of the District.

SECTION 5. The Town Council hereby determines that all proceedings for the formation of the District and the levy and apportionment were valid and in conformity with the requirements of the Mello-Roos Community Facilities Act of 1982.

APPROVED AND ADOPTED this 18<sup>th</sup> day of September, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

## ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA 2, ANNEXATION NO 1, OF COMMUNITY FACILITIES DISTRICT NO. 11-1 (DOLLAR GENERAL)

WHEREAS, The Town Council of the Town of Yucca Valley has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors authorizing the levy of special taxes within community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part I, Division 2, Title 5 of the Government Code of the State of California (the "Act"). This Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 11-1 (the "District").

NOW, THEREFORE THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES ORDAIN AS FOLLOWS:

**Section 1.** The Town Council does, by passage of this ordinance authorize the levy of special taxes within the District for the 2013-2014 tax year pursuant to the Rate and Method Apportionment of Special Taxes as set forth in Exhibit "A" attached hereto, referenced and so incorporated.

**Section 2.** The Town Council, is further authorized to annually determine, by Resolution, the special taxes to be levied within the District for the then current tax year or future tax years, except that the special tax to be levied within the District shall no exceed the maximum special tax calculated pursuant to the Rate and Method, but the special tax may be levied at a lower rate.

**Section 3.** The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale, and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or my , by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations.

**Section 4.** The special taxes shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien and shall secure each levy of the special tax. The lien of the special tax shall continue in force an effect until the special tax obligation is permanently satisfied and canceled in accordance with Section 53344 of the Government Code of the State of California or until the

special tax ceases to be levied by the Town Council in the manner provided in Section 53330.5 of said Government Code.

**Section 5. NOTICE OF ADOPTION.** Within fifteen (15) days after the adoption hereof, the Town Clerk shall certify to the adoption of this Ordinance and cause it to be published once in a newspaper of general circulation printed and published in the County and circulated in the Town pursuant to Section 36933 of the Government Code.

**Section 6. EFFECTIVE DATE:** This Ordinance shall be effective thirty (30) days after its adoption.

APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
TOWN ATTORNEY

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**TOWN OF YUCCA VALLEY**

**COMMUNITY FACILITIES DISTRICT REPORT**

**COMMUNITY FACILITIES DISTRICT NO. 11-1 (Services)  
ANNEXATION NO. 1 (IMPROVEMENT AREA NO. 2)**

**HEARING REPORT**

**July 14, 2012**

*Prepared by*  
**K. Dennis Klingelhofer, P.E**

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

TOWN OF YUCCA VALLEY  
COMMUNITY FACILITIES DISTRICT HEARING REPORT  
COMMUNITY FACILITIES DISTRICT NO. 1 (Services)  
ANNEXATION NO. 1 (IMPROVEMENT AREA NO. 2)

REPORT CONTENTS

Section I	Introduction
Section II	Description of Services and Estimated Costs
Section III	Description of District of CFD
Section III	Overview of the Proposed CFD

Exhibits

Exhibit A	List of Authorized Services – Improvement Area No. 2
Exhibit B.	Rate and Method of Apportionment – Improvement Area No. 2
Exhibit C	CFD Boundary Map – Annexation No. 1

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**TOWN OF YUCCA VALLEY  
COMMUNITY FACILITIES DISTRICT NO. 11-1 (Services)  
ANNEXATION NO. 1 (IMPROVEMENT AREA NO. 2)**

**Section I – Introduction**

The Town Council of the Town of Yucca Valley has been requested to initiate proceedings to annex territory into Community Facilities District No. 11-1 (Services) (the “District”) to include the property which is contained within SPR 11-01 which is planned to include 12,406 sq. ft. of commercial space on approximately 1.283 acres.

The Town Council adopted a resolution entitled “Resolution of Intention to Annex Territory to Community Facilities District No. 11-1” Resolution No. 12-31 pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), on August 7, 2012 declaring its intention to annex territory located within Annexation Area No. 1 (Improvement Area No. 2) and ordered the preparation of a written Community Facilities District Report (the “Report”) as required by the Act.

This report has been prepared in accordance with Section 53321.5 of the Act and includes among other information:

Section II – Description of Services and Estimated Costs: This section describes the services to be funded within Annexation Area No. 1 (Improvement Area No. 2), the estimated annual costs associated with providing those services and the proposed annual maximum special tax for parcels within the District.

Section III – Description of District of CFD: This section contains the map showing the proposed boundaries of Annexation Area No. 1 (Improvement Area No. 2) within the CFD and those properties and parcels on which special taxes may be levied to pay for the costs and expenses of the services to be funded.

Section III – Overview of the Proposed CFD: This section of the report describes the proposed structure of Annexation Area No. 1 (Improvement Area No. 2) within the CFD and the Rate and Method for the allocation of the special tax within Annexation Area No. 1 (Improvement Area No. 2).

In addition there are three exhibits attached to this report. Exhibit A is the list of authorized services within Improvement Area No. 2 the CFD may fund. Exhibit B is the Rate and Method of Apportionment for Annexation No. 1 (Improvement Area No. 2). Exhibit C is the Boundary Map for Annexation No. 1 (Improvement Area No. 2).

**Section II – Description of Services and Estimate of Costs**

Pursuant to Resolution No. 12-31, the types of public services to be funded, in whole or in part by the District, are generally described as the maintenance, operation and management of the following types of facilities

- Maintenance of public streets and alleyways, including pavement, traffic control devices, landscaping and other public improvements installed within the public right-of-way;
- Maintenance of all public pedestrian or bicycle pathways; and
- Public lighting and appurtenant facilities, including street lights and traffic signals;

- Town and County costs associated with the setting, levying and collection of the special tax, and in the administration of the District including the contract administration.

The estimated costs for the maintenance of the eligible improvements within Annexation Area No. 1 (Improvement Area No. 2) of the District are shown below, including costs for future repairs or replacement of the improvements. The costs shown also include 25% contingencies, contract administration and Town overhead for the administration of the District. The costs shown are applicable to fiscal year 2013-14.

Right-of-Way Maintenance, Operation and Management

The Improvement Area No. 2 is anticipated to maintain, operate and manage fifty percent (50%) of the public improvements installed within Hopi Trail from the intersection of 29 Palms Highway to northern property line of the project and the public alleyway along the northern boundary of the project.

Approx. Linear Feet	495
Approx. Area (Square Feet)	8,900
Cost per Square Foot (2013-14 \$'s)	\$0.205
Total Costs (2013-14 \$'s)	\$1,823
Improvement Area EDU's	5.7735
Fiscal Year 2013-14 Cost per EDU	\$315.79

Section III - Proposed Boundaries of CFD

The proposed District is generally described as SPR 11-01, as may be amended from time to time, and includes the following Assessor's Parcel Numbers:

<u>Assessor's Parcel Number</u>	<u>Owner</u>	<u>Acreage</u>
0586-121-06	Dynamic Real Estate Investments I, LLC	1.283

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**Section IV – Overview of the Proposed CFD**

The area proposed to be annexed to CFD No.11-01 as Annexation No. 1 (Improvement Area No. 2) will levy an annual special tax on all of the property in Improvement Area No. 2 unless exempted by law or, the Rate and Method of Assessment (RMA) for the purpose of maintaining, managing and operating the improvements within the Improvement Area. Each year the Town Engineer will develop a budget for the projected costs of providing the authorized services within the Improvement Area for the CFD for the coming year, including the costs of:

- Authorized CFD services, including the pro-rata share of costs for future lump sum expenditures;
- Costs of administering the CFD, including County costs and contract administration; and
- Any amounts needed to cure actual or projected delinquencies in special taxes for the current or previous years.

The Tax Formula shall then be used to allocate the total amount required to provide the authorized services to each taxable parcel based upon the EDU's assigned based on the Property Classification as shown below

**Equivalent Dwelling Unit Factors**

Property Classification	Improvement Area 1
Developed Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Approved Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Undeveloped Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Exempt Property	N/A

A list of parcels subject to the special tax will be prepared and submitted to the County Assessor for inclusion on the tax roll. The special tax will be collected in the same manner and at the same time as ad valorem property taxes.

The maximum special tax which may be levied upon any taxable parcel is set at a base rate of \$315.79 per EDU. The maximum special tax will escalate at a rate not to exceed 4 percent per year to cover increases in the costs of providing the authorized services. The special tax shall be levied and collected in perpetuity.

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**Exhibit A**  
**Community Facilities District No. 11-1 (Services)**  
**Annexation No. 1 (Improvement Area No. 2)**

List of Authorized Services

The maintenance obligations to be funded, in whole, by the levying of an annual special tax upon all taxable parcels within Annexation Area No. 1 (Improvement Area No. 2) of the District shall include all of the following:

1. Maintenance of public streets and alleyways, including pavement, traffic control devices, landscaping and other public improvements installed within the public right-of-way;
2. Maintenance of all public pedestrian or bicycle pathways; and
3. Public lighting and appurtenant facilities, including street lights and traffic signals;
4. Town and County costs associated with the setting, levying and collection of the special tax, and in the administration of the District including the contract administration.

In addition, the Special Taxes collected may be set-aside in a designated replacement fund to be used to fund the future replacement or repair of any of the items described above or other improvements funded by CFD No. 11-1, Annexation Area No. 1 (Improvement Area No. 2).

EXHIBIT B

TOWN OF YUCCA VALLEY  
COMMUNITY FACILITIES DISTRICT NO. 11-1 (Services)  
ANNEXATION NO. 1 (IMPROVEMENT AREA NO. 2)

RATE AND METHOD OF APPORTIONMENT

The Rate and Method of Apportionment of Special Tax is shown on the following pages.

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

**EXHIBIT B**  
**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES**  
**TOWN OF YUCCA VALLEY**  
**COMMUNITY FACILITIES DISTRICT NO. 11-1 (Services)**  
**Annexation No. 1 (Improvement Area No. 2)**

Special Taxes shall be levied annually on all Assessor's Parcels in Annexation Area No. 1 (Improvement Area No. 2) located within Community Facilities District No. 11-1 (Services) of the Town of Yucca Valley (the "District") commencing in Fiscal Year 2013-14 in an amount determined by the Town through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in Annexation Area No. 1 (Improvement Area No. 2), unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrative Expenses" means the actual or estimated costs incurred by the Town as administrator of the District to determine, levy and collect the Special Taxes, including salaries and benefits of Town employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the Town.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or four percent (4%). The annual CPI used shall be for the San Diego Area as determined by the Bureau of Labor Statistics.

"Approved Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1" preceding the Fiscal Year in which the Special Tax is being levied. The term "Approved Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator, or Non-Residential Property which has an approved Parcel Map.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Authorized Services" means those services as described in the "Special Tax Report Community Facilities District No. 11-1, Annexation No. 1 (Improvement Area No. 2) Town of Yucca Valley.

"**Base Year**" means Fiscal Year ending June 30, 2014.

"**District Administrator**" means the Town Manager, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**District**" means Community Facilities District No. 11-1 (Services) of the Town of Yucca Valley.

"**Developed Property**" means all Taxable Property for which a building permit has been issued prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"**Dwelling Unit**" means an individual single family unit or an individual residential unit within a duplex, tri-plex, four-plex, condominium or apartment structure.

"**Exempt Property**" means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, and (iii) property designated by the Town's District Administrator as Tax-Exempt Property

"**Final Map**" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Land Use Class**" means any of the classes listed in Table 1.

"**Lot**" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"**Maximum Special Tax**" means the maximum Special Tax, determined in accordance with Section C below that can be levied within Annexation Area No. 1 (Improvement Area No. 2) in the District in any Fiscal Year on any Assessor's Parcel.

"**Property Owner Association Property**" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association.

"**Proportionately**" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"**Public Property**" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, or any other public agency.

"**Residential Property**" means any parcel on which an individual single family residence or, a duplex, tri-plex, four-plex, condominium or apartment structure may be constructed.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for providing the authorized services including the actual costs of maintenance, repair, monitoring, replacement of facilities, and reporting as required under all applicable permits; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the District and any future annexation to Annexation Area No. 1 (Improvement Area No. 2) of the District that is not exempt from the Special Tax pursuant to law or as defined herein.

"Town" means the Town of Yucca Valley, California

"Undeveloped Property" means, for each Fiscal Year, all Assessors' Parcels of Taxable Property not classified as Developed Property or Approved Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year using the definitions above, all Taxable Property within Annexation Area No. 1 (Improvement Area No. 2) of the District shall be classified as Developed Property, Approved Property, Undeveloped Property or Exempt Property. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

**C. MAXIMUM SPECIAL TAX RATE**

The Maximum Annual Special Tax rates for Assessor's Parcels are shown in the following tables:

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

TABLE 1  
Equivalent Dwelling Unit Factors  
Community Facilities District No. 11-1  
Annexation Area No. 1 (Improvement Area 2)

Property Classification	Improvement Area 2
Developed Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Approved Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Undeveloped Property Residential Non-Residential	4.5 EDU per acre 4.5 EDU per acre
Exempt Property	N/A

TABLE 2  
Maximum Special Tax for Approved Property  
Community Facilities District No. 11-1  
Annexation Area No. 1 (Improvement Area 2)

Property Classification	Maximum annual Special Tax
Developed Property Residential Non-Residential	\$315.79 per EDU \$1,421.08 per acre
Approved Property Residential Non-Residential	\$315.79 per EDU \$1,421.08 per acre
Undeveloped Property Residential Non-Residential	\$1,421.08 per acre \$1,421.08 per acre

On each July 1 following the Base Year, the Maximum Special Tax Rates in Table 2 shall be increased in accordance with the Annual Escalation Factor.

4. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2013-14, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax for Developed Property. Second, if the Special Tax Requirement

has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Approved Property up to 100% of the applicable Maximum Special Tax for Approved Property. Third, if the Special Tax Requirement has not been satisfied by the first two steps, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax for Undeveloped Property.

**E. APPEALS**

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

**F. MANNER OF COLLECTION**

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator. The Special Taxes when levied shall be the lien imposed pursuant to Section 3115.5 of the Streets and Highways Code. This lien shall be a continuing lien and shall secure each levy of Special Taxes. The lien of the Special Taxes shall continue in force and effect until the Special Tax ceases to be levied in the manner provided by Section 53330.5 of the Government Code.

**G. TERM OF SPECIAL TAX**

The Special Tax shall be levied in perpetuity.

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

# Exhibit C

PROPOSED BOUNDARY MAP

## TOWN OF YUCCA VALLEY

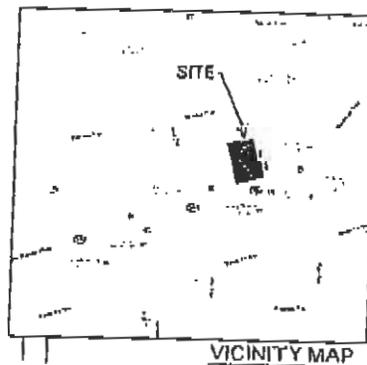
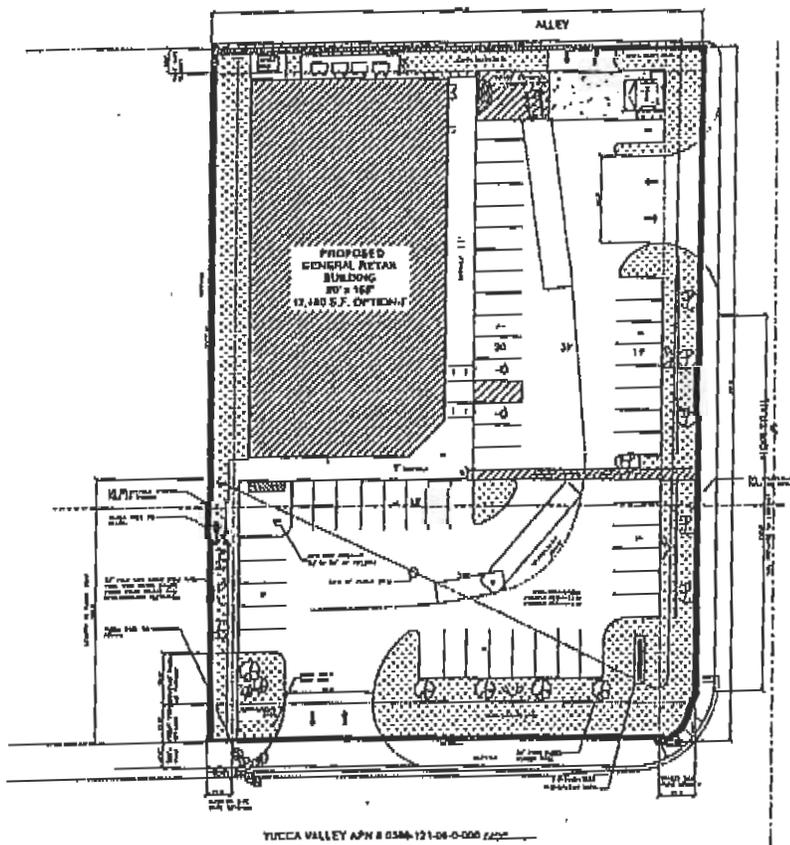
IN THE COUNTY OF SAN BERNARDINO

STATE OF CALIFORNIA

COMMUNITY FACILITIES DISTRICT NO.11-1

ANNEXATION AREA No.1 (IMPROVEMENT AREA NO.2)

LOT 13 AND 14, A PORTION OF YUCCA VALLEY UNIT NO. 3, OF TRACT NO. 3081, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42, PAGES 57 TO 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



**LEGEND**  
 INDICATES FACILITIES DISTRICT BOUNDARY

FILED IN THE OFFICE OF THE TOWN CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

TOWN CLERK  
TOWN OF YUCCA VALLEY

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012 AT THE HOUR OF \_\_\_\_\_ O'CLOCK IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND A COMMUNITY FACILITIES DISTRICT AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

COUNTY RECORDER  
COUNTY OF SAN BERNARDINO

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT 11-1, ANNEXATION AREA NO.1 (IMPROVEMENT AREA NO.2) OF THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AT A REGULAR MEETING THEREFOR, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012 BY ITS RESOLUTION NO. \_\_\_\_\_.

TOWN CLERK  
TOWN OF YUCCA VALLEY

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council
From: Duane Gasaway, Consulting Project Manager
Date: July 27, 2011
For Council Meeting: August 2, 2011

Subject: Formation of Community Facilities District No. 11-1
Warren Vista Shopping Center; CUP-01-08/Parcel Map 19103
Resolution(s) No.
Ordinance No.

Prior Council Review: On June 7, 2011, the Town Council adopted a Resolution approving the goals and policies for the formation of Community Facilities Districts Pursuant to the Mello-Roos Community Facilities Act of 1982. On June 7, 2011 the Town Council also approved a Resolution declaring the intent to establish Community Facilities District No. 11-1. The formation of a district for the future maintenance landscape, lighting, streets, drainage facilities and other infrastructure is a condition of approval for CUP-01-08 and tentative parcel map 19103.

Recommendation: That the Town Council adopts the Resolutions for Community Facilities District No. 11-1 as follows, and introduces the Ordinance:

- 1. Resolution for the formation of the District, authorizing levy of special tax within the District, preliminarily establishing an appropriation limit for the District, and submitting the levy of the special tax to the qualified electors within the District.
2. Resolution setting a date for election approving the levy of the special tax within the District and setting an appropriation limit.
3. Resolution declaring the results of the election and directing the recording of the notice of special tax lien.
4. An ordinance of the Town Council of the Town of Yucca Valley, California, authorizing the levy of a special tax within community facilities district no. 11-1

Executive Summary: The Town has formed Landscape and Lighting Maintenance Districts and Street and Drainage (Benefit) Assessment Districts as a condition of subdivision development projects to pay the costs of infrastructure maintenance created by new development. The formation of a Community Facilities District (CFD) is an alternative method of creating a district which provides for the future maintenance of public infrastructure.

Reviewed By: [Signatures] Town Manager, Town Attorney, Mgmt Services, SRS Dept Head

Department Report, Ordinance Action, Resolution Action, Public Hearing (checked), Consent, Minute Action, Receive and File, Study Session

P. 573

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

The previous nine (9) districts formed by the Town for maintenance of lighting/landscaping and street/drainage utilized the assessment district approach.

However, the assessment district approach requires that the portion of traffic and storm drainage waters directly attributable to the development project be identified. The nature of CUP-01-08/Parcel Map 19103 is such that traffic and storm drainage waters directly attributable to the project cannot be sufficiently identified to meet the legal requirements of an assessment district.

The CFD is a more flexible approach that allows the Town to recover 100% of the maintenance costs created by the new infrastructure constructed as part of the development project.

**Order of Procedure:** Request Staff Report  
 Open Public Hearing  
 Request Public Comment  
 Close Public Hearing  
 Council Discussion/ Council Questions of Staff  
 Motion/Second  
 Discussion on Motion  
 Call the Question (Roll Call Vote)

**Discussion:** Subdivision development projects are approved subject to conditions of approval that require the formation of maintenance districts. These districts apply an annual fee upon properties within the District which provides the revenue to offset the cost of maintenance of the public improvements necessary to serve the development.

The public facilities and services proposed to be financed by the District include the following:

1. Maintenance of storm drainage, storm water management, and drainage system facilities;
2. Maintenance of all public pedestrian or bicycle pathways;
3. Maintenance of landscaping, including median landscaping, irrigation and appurtenant facilities;
4. Public lighting and appurtenant facilities, including street lights and traffic signals;
5. Maintenance of public streets, including pavement, traffic control devices, landscaping and other public improvements installed within the public right-of-way;
6. Town and County costs associated with the setting, levying and collection of the special tax, and in the administration of the District including the contract administration.

The CFD is formed pursuant to the provisions of California Government Code Section

53311 et seq., which provides the authority for the levy of a special tax upon property within the District for purposes of maintenance of public improvements. In order to form the District, the Town must adopt a series of five (5) statutorily required Resolutions which are summarized below with an anticipated schedule. The first two Resolutions were adopted by the Town Council at their meeting of June 7, 2011.

The three remaining Resolutions recommended for Town Council consideration are as follows.

- Resolution for the formation of the District, authorizing levy of special tax within the District, preliminarily establishing an appropriation limit for the District, and submitting the levy of the special tax to the qualified electors within the District;
- Resolution setting a date for election approving the levy of the special tax within the District and setting an appropriation limit;
- Resolution declaring the results of the election and directing the recording of the notice of special tax lien.

The maximum annual special tax per parcel for the parcels that comprise TM 19103 and the Warren Vista Shopping Center are listed below:

Parcel 1:	1.74 acres x \$873.81 =	\$1,520.429
Parcel 2:	0.83 acres x \$873.81 =	725.262
Parcel 3:	1.11 acres x \$873.81 =	969.929
Parcel 4:	1.99 acres x \$873.81 =	1,738.881
Parcel 5:	2.13 acres x \$873.81 =	<u>\$1,861.215</u>
		\$6,815.72

If the Maximum Allowable Annual Fee were levied, the revenues would be allocated to areas of maintenance as follow:

\$1,826.00	Maintenance of public streets, including pavement and related improvements within the public right of way.
2,291.00	Maintenance of storm drainage, storm water management, and drainage system facilities.
<u>2,698.00</u>	Maintenance of landscaping, including median landscaping and appurtenant facilities.
\$6,815.00	

**Alternatives:** No alternatives are recommended.

**Fiscal impact:** The Community Facilities District will generate the revenue to offset the cost of maintenance of public improvements to serve the development project.

**Attachments:** Resolution Nos.  
Ordinance No.

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

## RESOLUTION NO. 11-

**A RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF YUCCA VALLEY FOR THE FORMATION OF  
COMMUNITY FACILITIES DISTRICT NO. 11-1,  
AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN  
THE DISTRICT, PRELIMINARILY ESTABLISHING AN  
APPROPRIATION LIMIT FOR THE DISTRICT, AND  
SUBMITTING THE LEVY OF THE SPECIAL TAX TO THE  
QUALIFIED ELECTORS OF THE DISTRICT**

WHEREAS, on June 7, 2011 the Town Council adopted Resolution No. 11-23, entitled "Resolution of the Town Council of the Town of Yucca Valley Declaring Its Intention to Establish Community Facilities District No. 11-1" stating its intent to form a community facilities district under the Mello-Roos Act and to levy a special tax on all property within the district for legally-permitted facilities and services, and directed staff to implement the Act's requirements for formation of said district;

WHEREAS, the Resolution of Intention included a map of the proposed boundaries of the District, stated the services to be financed, and the rate and method of apportionment of the special tax to be levied within the District to pay the costs, is on file with the Town Clerk, and the provisions thereof are incorporated herein by the reference as if fully set forth, and

WHEREAS, on August 2, 2011, the Town Council held a public hearing on the regarding the formation of Community Facilities District No. 11-1, and accepted written and documentary testimony and evidence relating thereto; and

WHEREAS, the Town Council now wishes to establish the community facilities district as provided herein, and all protests against formation of the proposed district are insufficient to prevent formation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Yucca Valley as follows:

**SECTION 1.** The Town Council hereby affirms the accuracy of the foregoing recitals.

**SECTION 2.** Pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311, *et seq.*), the Town Council has declared its intent to establish a community facilities district. Pursuant to Section 53321 of the California Government Code, the Town Council hereby determines the following:

- A. The proposed district shall be formed pursuant to the Mello-Roos Community Facilities Act of 1982 set forth in California Government Code Title 5, Division 2, Part 1, Chapter 2.5;
- B. The Town Council accepts the "Special Tax Report for the Town of Yucca Valley Community Facilities District No. 11-1".

- C. The proposed special tax to be levied within CFD No. 11-1 has not been precluded by majority protest pursuant to Section 53324 of the Act.
- D. The community facilities district designated "Town of Yucca Valley Community Facilities District No. 11-1" is hereby established pursuant to the Act.
- E. The boundaries of the District, as set forth in the map of CFD No. 11-1 shall correspond with the boundaries indicated on the map attached hereto as "Exhibit A" as recorded in the San Bernardino County Recorder's Office in Book \_\_\_ and Page \_\_\_ of Map of Assessment and Community Facilities Districts.
- F. The name for the proposed district is "Community Facilities District No. 11-1";
- G. The public services to be financed by the District shall consist of those items described in the Resolution of Intention and by this reference incorporated herein.
- H. Except where funds are otherwise available, a special tax sufficient to pay for all services, secured by recordation of a continuing lien against all nonexempt real property in the District, will be levied annually within CFD No. 11-1, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as the town Council shall direct. The proposed rate and method of apportionment of the special tax among parcels of real property within the District in sufficient detail to allow each landowner within the proposed District to estimate the probable maximum amount such owner will have to pay, are described in Exhibit B attached to the Resolution of Intention and by reference are incorporated herein.
- I. It is hereby found and determined that the Services are necessary to meet the increased demands as the result of development occurring in the District
- J. The Administrative Services Director or his/her designee shall be responsible for preparing annually a current roll of the special tax levy obligation by assessor's parcel number and which will be responsible for estimating future special tax levies pursuant to Government Code Section 53340.2
- K. Upon recordation of the Notice of Special Tax Lien pursuant to Section 3114.5 of the Street and Highways Code, a continuing lien to secure levy of the special tax shall attach to all nonexempt real property in the District and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien is canceled in accordance with law or until collection of the tax by the Town Council ceases.
- L. In accordance with section 53325.7 of the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the District is hereby preliminarily established at \$5,000,000 and said appropriation limits shall be submitted to the voters of the District as hereafter approved. The proposition establishing the annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in

accordance with the applicable provisions of Section 53325.7 of the Act.

- M. Pursuant to the provisions of the Act, the proposition of the levy of the special tax and the proposition of the establishment of the appropriation limit specified above shall be submitted to the qualified electors of the District and an election, the time, place and condition of which shall be as specified by a separate resolution of the Town Council.

APPROVED AND ADOPTED on this 2<sup>nd</sup> day of August, 2011.

\_\_\_\_\_  
MAYOR

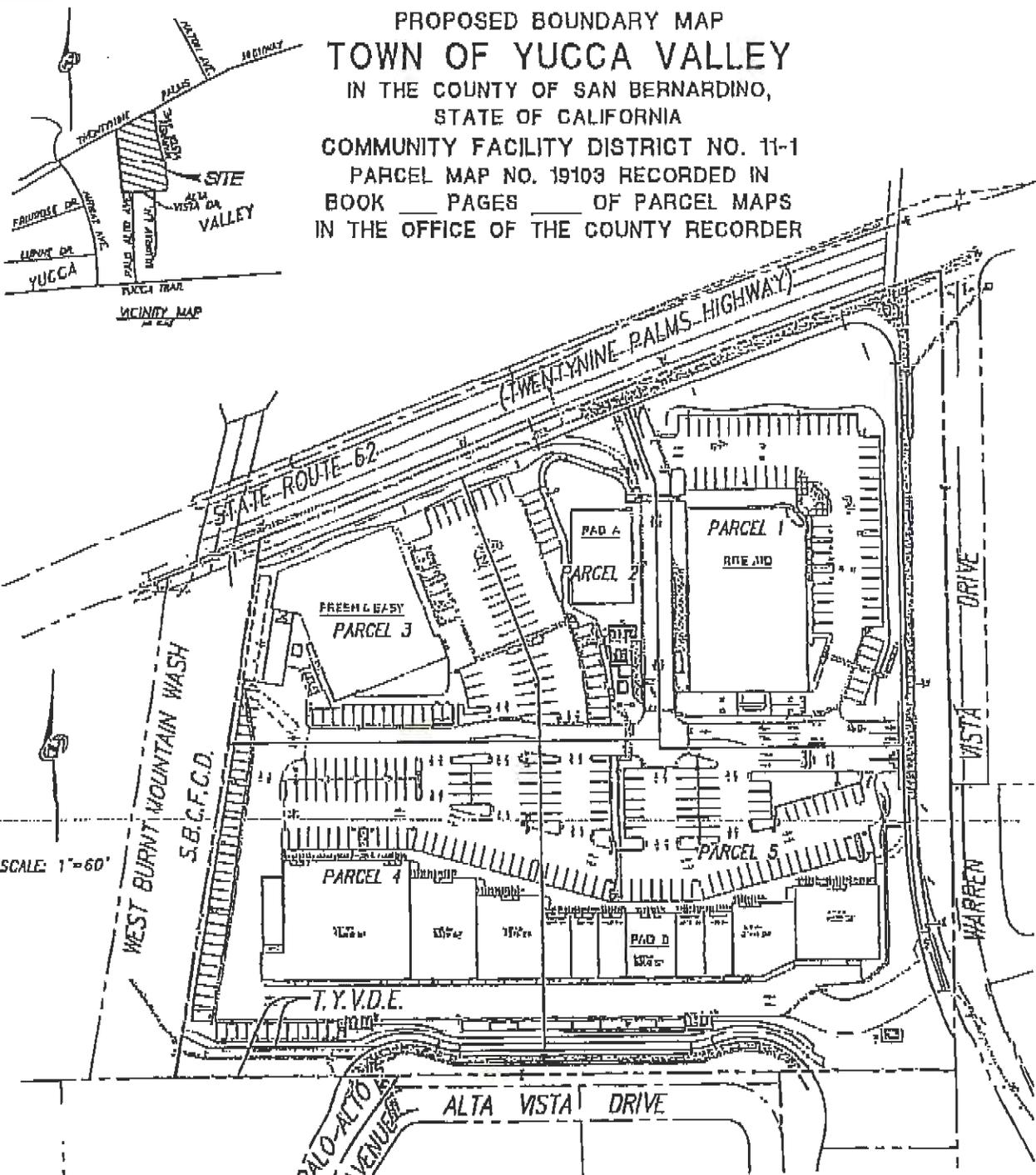
ATTEST:

\_\_\_\_\_  
TOWN CLERK

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

# EXHIBIT A

PROPOSED BOUNDARY MAP  
**TOWN OF YUCCA VALLEY**  
 IN THE COUNTY OF SAN BERNARDINO,  
 STATE OF CALIFORNIA  
 COMMUNITY FACILITY DISTRICT NO. 11-1  
 PARCEL MAP NO. 19103 RECORDED IN  
 BOOK \_\_\_\_\_ PAGES \_\_\_\_\_ OF PARCEL MAPS  
 IN THE OFFICE OF THE COUNTY RECORDER



### LEGEND

- INDICATES FACILITIES DISTRICT BOUNDARY
- S.B.C.F.C.D. INDICATES SAN BERNARDINO COUNTY FLOOD CONTROL
- T.Y.V.D.E. INDICATES TOWN OF YUCCA VALLEY DRAINAGE BASINITY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 11-1 OF THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_.

\_\_\_\_\_  
 JANET M. ANDERSON  
 TOWN CLERK  
 TOWN OF YUCCA VALLEY  
 COUNTY OF SAN BERNARDINO

FILED IN THE OFFICE OF THE TOWN CLERK THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_.

\_\_\_\_\_  
 JANET M. ANDERSON  
 TOWN CLERK  
 TOWN OF YUCCA VALLEY  
 COUNTY OF SAN BERNARDINO

FILED THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, AT THE HOUR OF \_\_\_\_ O'CLOCK  
 IN BOOK \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE \_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

\_\_\_\_\_  
 P.580 COUNTY RECORDER  
 COUNTY OF SAN BERNARDINO  
 F.04



Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

CONDITIONAL USE PERMIT 01-08, TPM 19103, EA 06-08  
 January 6, 2009 Planning Commission Meeting

**FINAL CONDITIONS OF APPROVAL**  
**Conditional Use Permit 01-08, Tentative Parcel Map 19103**

1. This approval is for Conditional Use Permit 01-08 and Tentative Parcel Map 19103, an application to allow the construction of a 75,846 square feet of commercial space on a 8.81 acre site, in two phases. Phase I will include the Rite Aid drug store, the Fresh and Easy grocery store, and the western portion of Building B, containing approximately 53,381 square feet. Phase II will include Building A, the restaurant, and the eastern portion of Building B, containing a total of approximately 22,465 square feet. The property is identified as Assessor Parcel Number 595-271-26.
2. The Applicant/owner shall agree to defend at his sole expense any action brought against the Town, its agents, officers, or employees, because of the issuance of such approval, or in the alternative, to relinquish such approval, in compliance with the Town of Yucca Valley Development Code. The Applicant shall reimburse the Town, its agents, officers, or employees for any court costs, and attorney's fees which the Town, its agents, officers or employees may be required by a court to pay as a result of such action. The Town may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve Applicant of his obligations under this condition.
3. This Conditional Use Permit and Tentative Parcel Map shall become null and void if substantially construction has not been completed, or the map has been recorded, respectively, within two (2) years of the Town of Yucca Valley date of approval. Extensions of time may be granted by the Planning Commission and/or Town Council, in conformance with the Town of Yucca Valley Development Code regulations. The Applicant is responsible for the initiation of an extension request.  
  

Approval date: January 6, 2009  
 Expiration date: January 6, 2011
4. The Applicant/owner shall ascertain and comply with requirements of all State, County, Town and local agencies as are applicable to the project area. These include, but are not limited to, Environmental Health Services, Transportation/Flood Control, Fire Department, Building and Safety, State Fire Marshal, Caltrans, High Desert Water District, Airport Land Use Commission, California Regional Water Quality Control Board, the Federal Emergency Management Agency, MDAQMD-Mojave Desert Air Quality Management District, Community Development, Engineering, and all other Town Departments.

Page 1 of 10

Applicant's Initials: 

P.581  
 P.03

CONDITIONAL USE PERMIT 01-08, TPM 19103, EA 06-08  
January 6, 2009 Planning Commission Meeting

5. All conditions are continuing conditions. Failure of the Applicant to comply with any or all of said conditions at any time shall result in the revocation of the approval on the property.
6. After final plan check by the Town, original mylars (4 mil) shall be submitted to the Town for signature by the Town Engineer. All original mylars submitted for Town Engineer's signature must contain the design engineer's wet signature and stamp and all other required signatures.
7. The Applicant shall pay all fees charged by the Town as required for processing, plan checking, construction and/or electrical inspection. The fee amounts shall be those which are applicable and in effect at the time the work is undertaken and accomplished. Fees for entitlement prior to construction permits are based on estimated costs for similar projects. Additional fees may be incurred, depending upon the specific project. If additional fees for services are incurred, they must be paid prior to any further processing, consideration, or approval(s).
8. The developer shall reimburse the Town for the Town's costs incurred in monitoring the developer's compliance with the Conditions of Approval including, but not limited to, inspections and review of developer's operations and activities for compliance with all applicable dust and noise operations. This condition of approval is supplemental and in addition to normal building permit and public improvement permits that may be required pursuant to the Yucca Valley Municipal Code.
9. All improvements shall be inspected by the Town's Building and Safety Division, as appropriate. Any work completed without proper inspection may be subject to removal and replacement under proper inspection.
10. Site shall be kept clean at all times. Scrap materials shall be consolidated, and a container must be provided to contain trash that can be carried away by wind during construction.
11. At the time of permit issuance the Applicant shall be responsible for the payment of fees associated with electronic file storage of documents.
12. The Applicant shall pay Development Impact Fees in place at the time of issuance of Building Permits prior to pre-final inspection.
13. A plan identifying all protected plants as well as a Joshua Tree Relocation Plan with any area proposed to be disturbed in accordance with the Town's Native Plant Protection Ordinance shall be submitted for approval prior to issuance of grading permits for the project. A minimum 60 day adoption period before land disturbance in accordance with the grading plan may commence.

Page 2 of 10

Applicant's Initials: 

P.582  
F.00

CONDITIONAL USE PERMIT 01-08, TPM 19103, EA 06-08  
 January 6, 2009 Planning Commission Meeting

14. Prior to the delivery of combustible materials, the following items shall be accepted as complete:
- a) The water system is functional from the source of water past the lots on which permits are being requested (i.e. All services are installed, valves are functional and accessible, etc.); and
  - b) Fire hydrants are accepted by the Fire Marshal and the Department of Public Works.
- \* 15. In conjunction with the preparation of improvement plans, the Applicant shall cause to be formed or shall not protest the formation of a maintenance district(s) for landscape, lighting, streets, drainage facilities or other infrastructure as required by the Town. The Applicant shall initiate the maintenance and benefit assessment district(s) formation by submitting a landowner petition and consent form (provided by the Town of Yucca Valley) and deposit necessary fees concurrent with application for street and grading plan review and approval and said maintenance and benefit assessment district(s) shall be established concurrent with the approval of the final map in the case of subdivision of land, or prior to issuance of any certificate of occupancy where there is no subdivision of land.
- 
16. The Applicant shall form a public safety assessment district on the properties subject to Town Council adoption of a fiscal impact model.
17. Utility undergrounding shall be required for all new service and distribution lines that provide direct service to the property being developed; existing service and distribution lines that are located within the boundaries being developed that provide direct service to the property being developed; existing service and distribution lines between the street frontage property line and the centerline of the adjacent streets of the property that provide direct service to the property being developed; existing Service and Distribution lines located along or within 10 feet of the lot lines of the property that provide direct service to the property being developed; or existing service and distribution lines being relocated as a result of a project.
18. All Mitigation Measures included in Environmental Assessment 06-08 are incorporated into these conditions by reference.
19. In conjunction with the submittal of building plans, a final landscaping and irrigation plan shall be submitted for review and approval. All landscaping shall be on an automated landscaping irrigation system.
20. Landscaping shall be maintained in perpetuity. Any dead plant(s) shall be replaced within 30 days.

CONDITIONAL USE PERMIT 01-08, TPM 19103, EA 06-08  
 January 6, 2009 Planning Commission Meeting

21. All roof mounted equipment shall be screened from view from all surrounding streets and property.
22. Reciprocal access and parking easements shall be recorded on all lots within the Parcel Map.
23. A cart corral shall be provided for the Rite Aid parking area, and two cart corrals shall be provided for the Fresh and Easy parking area.
24. The inside westbound lane at the Warren Vista project access, parallel to the RiteAid drive through lanes, shall be converted to a left turn lane into the southern parking lot, if approved by a qualified traffic engineer.
25. The striping of Warren Vista shall include a left turn pocket for northbound traffic at the project entry.
26. The architecture of the Rite Aid building shall be modified to be consistent with the architecture of the Rite Aid recently completed in the City of Banning – it shall include stone veneer, arches and contrasting trim, and similar features on all four sides of the structure.
27. All signage shall comply with the Towns Sign Code, Ordinance 156.
28. All the perimeter landscaping, all retaining walls, and all parking areas and driveways shall be completed prior to the issuance of the first certificate of occupancy.
29. Any area which remains un-built shall be stabilized with either a chemical stabilization agent or a desert wildflower mix. These areas shall also be blocked from vehicular access by bollards or similar decorative means. Chain link fencing shall not be permitted.
30. All retaining walls shall be constructed of decorative block, or similar aesthetically pleasing material. The lower southern boundary wall may be colored concrete block. The southerly two thirds of the western wall, along the Wash, may be colored concrete and wrought iron fencing.
31. Dedicate, or show there exists, sufficient right of way for the "proposed State Route 62 realignment section" per Town standards. This standard requires 67 feet of dedication from centerline of the highway to the right of way. Dedicate, or show there exists, sufficient right of way for a Major Collector street on Warren Vista Avenue per Town of Yucca Valley standard 103. Dedicate, or

Page 4 of 10

Applicant's Initials: 

P.584  
F.C.C.

CONDITIONAL USE PERMIT 01-08, TFM 19103, EA 06-08  
 January 6, 2009 Planning Commission Meeting

- show there exists, sufficient right of way for a Rural Local Road per Town Standards on Alta Vista Drive including required knuckles on the street.
32. Construct curb and gutter and sidewalk 30 feet from centerline on Warren Vista Avenue per Town of Yucca Valley Standard Drawing 103 and 220. Any existing pavement on Warren Vista Avenue shall be removed and replaced to centerline.
  33. Construct curb and gutter and sidewalk on State Route 62 per the Town of Yucca Valley "proposed State Route 62 realignment section". Construct a median curb on State Route 62 per Caltrans standards along the project frontage as required by Caltrans in their letter dated February 13, 2008.
  34. Construct curb and gutter 20 feet from centerline per Town of Yucca Valley Standard Drawing No. 101 on Alta Vista Drive as well as any improvements required for the knuckles. Any existing pavement on Alta Vista Drive shall be removed and replaced to centerline.
  35. Relocate the existing traffic signal at the intersection of State Route 62 and Warren Vista Drive to accommodate the widened highway section.
  36. The project proponent shall contribute his/her fair share to improvements at SR62/SR247, prior to the issuance of a Certificate of Occupancy for the first building of the proposed project.
  37. The Fresh and Easy pad elevation is approximately eight feet above the adjacent highway elevation. If possible this pad should be lowered two to three feet.
  38. A note on the grading plan indicates a 100 foot setback from the Flood Control District east right of way may be required. Prior to submittal of a final grading plan approvals for the site plan from San Bernardino County Flood Control District shall be submitted to the Town.
  39. The applicant shall pay their fair share for all improvements related to the West Burnt Mountain wash as approved by future Town Council Policy or by the Town Manager.
  40. Extend the existing box culvert where West Burnt Mountain Wash crosses under SR 62 such that the ultimate street section for SR 62 can be accommodated; Extend the existing box culvert where West Burnt Mountain Wash crosses under SR-62 to the ultimate southerly side of sidewalk.
  41. Install street lights along the project frontage with SR 62 per Town of Yucca Valley Standard Drawing No. 300.

Page 5 of 10

Applicant's Initials:                     

P.585  
 P.89

CONDITIONAL USE PERMIT 01-08, TPM 19103, EA 06-08  
 January 6, 2009 Planning Commission Meeting

42. Install street lights at the project entrances on Warren Vista Drive per Town of Yucca Valley Standard Drawing No. 302.
43. The applicant shall pay their fair share for the installation of a traffic sign at Warren Vista and Yucca Trail. The amount shall be determined by a fair share analysis completed by the projects engineer and approved by the Town Engineer.
44. During construction, the Contractor shall be responsible to sweep public paved roads adjacent to the project as necessary and as requested by the Town staff to eliminate any site related dirt and debris within the roadways. During his business activities, the Applicant shall keep the public right-of-way adjacent to his property in a clean and sanitary condition.
45. No staging of construction equipment or parking of worker's vehicles shall be allowed within the public right-of-way.
46. Prior to the issuance of a Grading Permit for the onsite paved areas, a Grading Plan prepared by a recognized professional Civil Engineer shall be submitted, and the corresponding fees shall be paid to the Town prior to any grading activity. The final Grading Plan shall be reviewed and approved by the Engineering Division prior to issuance of grading permits. The applicant/owner is responsible for all fees incurred by the Town. Prior to Certificate of Occupancy, the Engineer-of-Record shall survey and certify that the site grading was completed in substantial conformance with the approved Grading Plans.
47. Prior to the issuance of Permits, the Applicant shall comply with the recommendations of a site-specific Geotechnical and Soils Report which shall be reviewed and subject to Town approval. The report shall include recommendations for any onsite and offsite grading, foundations, compaction, structures, drainage, and existence of fault zones. It shall include recommendations for retention basins, slope stability and erosion control.
48. All recommended approved measures identified in the Soils Report shall be incorporated into the project design.
49. Developer shall comply with NPDES requirements as applicable. The Applicant shall install devices on his property to keep erodible material, rocks, and gravel on the site. To eliminate any site related dirt and debris within the roadways, the Applicant shall be responsible to sweep public paved roads adjacent to the project as necessary and as requested by the Town Staff.
50. The development of the property shall be in conformance with FEMA and the Town's Floodplain Management Ordinance requirements. Adequate provision shall

Page 6 of 10

Applicant's Initials: 

P.586  
P.20

CONDITIONAL USE PERMIT 01-08, TPM 19103, EA 06-08  
 January 6, 2009 Planning Commission Meeting

be made to intercept and conduct the existing tributary drainage flows around or through the site in a manner that will not adversely affect adjacent or downstream properties at the time the site is developed.

51. A retention basin and/or underground storage system shall be constructed and functional prior to the issuance of certificate of occupancy for the any lot within the project. The applicant shall provide on-site retention for the incrementally larger flows caused by development of the site.

A drainage report, prepared by a registered Civil Engineer, shall be prepared to determine the flows exiting the site under current undeveloped conditions compared to the incrementally larger flows due to the development of the site. The retention basin size will be determined, per County of San Bernardino Flood Control methodology such that the post development 100 year peak flow exiting the site shall be 10% less than the current 25 year peak flow from the site.

Basin(s) shall be designed to fully dissipate storm waters within a 72 hour period.

A pre-filtration system shall be installed for all drain lines connected to an underground storage system to collect sediment and hydrocarbon material prior to discharge into the underground system.

The inlets into the existing San Bernardino County Flood Control District facility to the west of the site shall be submitted to the County for approval.

52. Any grading or drainage onto private off-site or adjacent property shall require a written permission to grade and/or a permission to drain letter from the affected property owner.
53. No on-site or off-site work shall commence without obtaining the appropriate permits for the work involved from the Town. The approved permits shall be readily available on the job-site for inspection by the Town personnel.
54. All grading activities shall minimize dust through compliance with AQMD Rule 403.
55. Prior to issuance of a grading permit, a Fugitive Dust and Erosion Control Plan shall be submitted and approved by the Building Official.
56. A Notice of Intent to comply with Statewide General Construction Stormwater Permit (Water Quality Order 99-08-DWQ as modified December 2, 2002) is required for the proposed development via the California Regional Water Quality Control Board (phone no. 760-346-7491). A copy of the executed letter issuing a Waste Discharge Identification number shall be provided to the Town prior to issuance of a grading permit.

Page 7 of 10

Applicant's Initials: 

P.587  
 P. 21

CONDITIONAL USE PERMIT-01-08, TPM 19103, EA 06-08  
 January 6, 2009 Planning Commission Meeting

57. Prior to any work being performed in the public right-of-way, fees shall be paid and an encroachment permit shall be obtained from the Town. The Applicant shall apply for an encroachment permit from the Town for utility trenching, utility connection, or any other encroachment onto public right-of-way. The Applicant shall be responsible for the associated costs and arrangements with each public utility.
58. All existing street and property monuments within or abutting this project site shall be preserved consistent with AB 1414. If during construction of onsite or offsite improvements monuments are damaged or destroyed, the Applicant/ Developer shall retain a qualified licensed land surveyor or civil Engineer to reset those monuments per Town Standards and file the necessary information with the County Surveyor's office as required by law (AB 1414).
59. All improvement plans shall be designed by a Registered Civil Engineer.
60. Any and all graffiti shall be removed within twenty-four (24) hours of discovery or notification by the Town.
61. All refuse shall be removed from the premises in conformance with Yucca Valley Town Code 33.083.
62. Handicapped site access improvements shall be in conformance with the requirement of Title 24 of the California Building Code.

#### PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY

63. The Applicant shall restore any pavement cuts required for installation or extension of utilities for his project within the public right-of-way. In all cases where cuts are allowed, the Applicant is required to patch the cuts to Town standards and the approval of the Town Engineer. The patching shall include a grinding of the pavement to a width 4 feet beyond the edge of the trench on each side, or as determined by the Town Engineer, and replacement with a full-depth asphalt concrete recommended by the Soils Engineer.
64. Prior to the issuance of a certificate of occupancy street plans prepared by a recognized professional Civil Engineer shall be submitted, and the corresponding fees shall be paid to the Town. The final street plans shall be reviewed and approved by the Engineering Division. The applicant/owner is responsible for all fees incurred by the Town. Prior to Certificate of Occupancy, the Engineer-of-Record shall survey and certify that the site grading was completed in substantial conformance with the approved Grading Plans.

Page 8 of 10

Applicant's Initials: 

P.588

CONDITIONAL USE PERMIT 01-08, TPM 19103, EA 06-08  
 January 6, 2009 Planning Commission Meeting

65. Street improvements shall be completed prior to issuance of a certificate of occupancy.
  66. The retention basin and/or underground storage system shall be constructed and functional prior to the issuance of certificate of occupancy for the project.
  67. The traffic signal at the intersection of SR 62 and Warren Vista Drive shall be relocated prior to the issuance of the first certificate of occupancy.
  68. The Applicant shall submit written proof to the Building Official that the Applicant has complied with all conditions of approval or comments, as required, from the High Desert Water District, and Colorado Regional Water Quality Control Board. Applicant shall comply with applicable requirements of NPDES (Non-Point Pollution Discharge Elimination System).
  69. The Applicant shall construct the replacement of any identified damaged curb and gutter, sidewalk, drive approach, asphalt concrete pavement, meter boxes, and other infrastructure that may be required by the Town Engineer or another Agency.
  70. The Applicant shall install all water and sewer systems required to serve the project. The location of the proposed septic system(s) shall be shown on the project grading plan(s).
- 
71. Prior to the issuance of a Certificate of Occupancy all improvements shall be constructed, final inspection performed, punch-list items completed, and all installations approved by the appropriate agency.
  72. All existing street and property monuments within or abutting this project site shall be preserved consistent with AB 1414. If during construction of onsite or offsite improvements monuments are damaged or destroyed, the Applicant/ Developer shall retain a qualified licensed land surveyor or civil Engineer to reset those monuments per Town Standards and file the necessary information with the County Recorder's office as required by law (AB 1414).
  73. The Developer and his Contractor(s) shall observe the construction of this project to make certain that no damage or potential for damage occurs to adjacent roadway, existing improvements, adjacent property and other infrastructure. The Developer shall be responsible for the repair of any damage occurring to offsite infrastructure and/or property damage as determined by the Town Engineer. The Developer shall repair any such damage prior to certificate of occupancy. If the damage is such that it is not repairable within a reasonable amount of time as determined by the Town Engineer, the Developer may petition the Town Engineer for additional conditions that may allow him the time, amount of surety and other requirements to repair the damage.

Page 9 of 10

Applicant's Initials: P.589  
P.73

CONDITIONAL USE PERMIT 01-08, TPM 19103, EA 06-08  
 January 4, 2009 Planning Commission Meeting

74. The Developer and his Contractor(s) shall be responsible for all improvements that he has constructed within the public right-of-way as required by the conditions of approval. The improvements shall be constructed to the standards and requirements as determined and approved by the Town Engineer. Any improvements not considered to be to the required standards shall be replaced by the Developer. The Developer shall be required to maintain and repair those improvements prior to and after acceptance by the Town Council for the length of time required by the applicable conditions, standards and ordinances.
75. The septic system shall be maintained so as not to create a public nuisance and shall be serviced by a DEHS permitted pumper. Soil testing for the subsurface disposal system shall meet the requirements of the Department of Environmental Health Services. Applicant shall submit a minimum of three (3) copies of percolation reports for the project site and an appropriate fee to DEHS for review and approval, a copy of the cover sheet with an approval stamp to Building and Safety Division at the time of building permit application, and two (2) copies of the approved percolation report to the Building and Safety Division at the time of construction plan check. The location of the septic system shall be shown on the project grading plans.
76. All exterior lighting shall comply with the Outdoor Lighting Ordinance and shall be illustrated on all construction plans.
77. The applicant shall pay in-lieu fees for the project's fair share costs of the Bike Lane within Warren Vista.

I HEREDY CERTIFY THAT THE APPROVED CONDITIONS OF APPROVAL WILL BE SATISFIED PRIOR TO OR AT THE TIMEFRAMES SPECIFIED AS SHOWN ABOVE. I UNDERSTAND THAT FAILURE TO SATISFY ANY ONE OF THESE CONDITIONS WILL PROHIBIT THE ISSUANCE OF ANY PERMIT OR ANY FINAL MAP APPROVAL.

Applicant's Signature

*Richard [Signature]*

Date

2-10-09

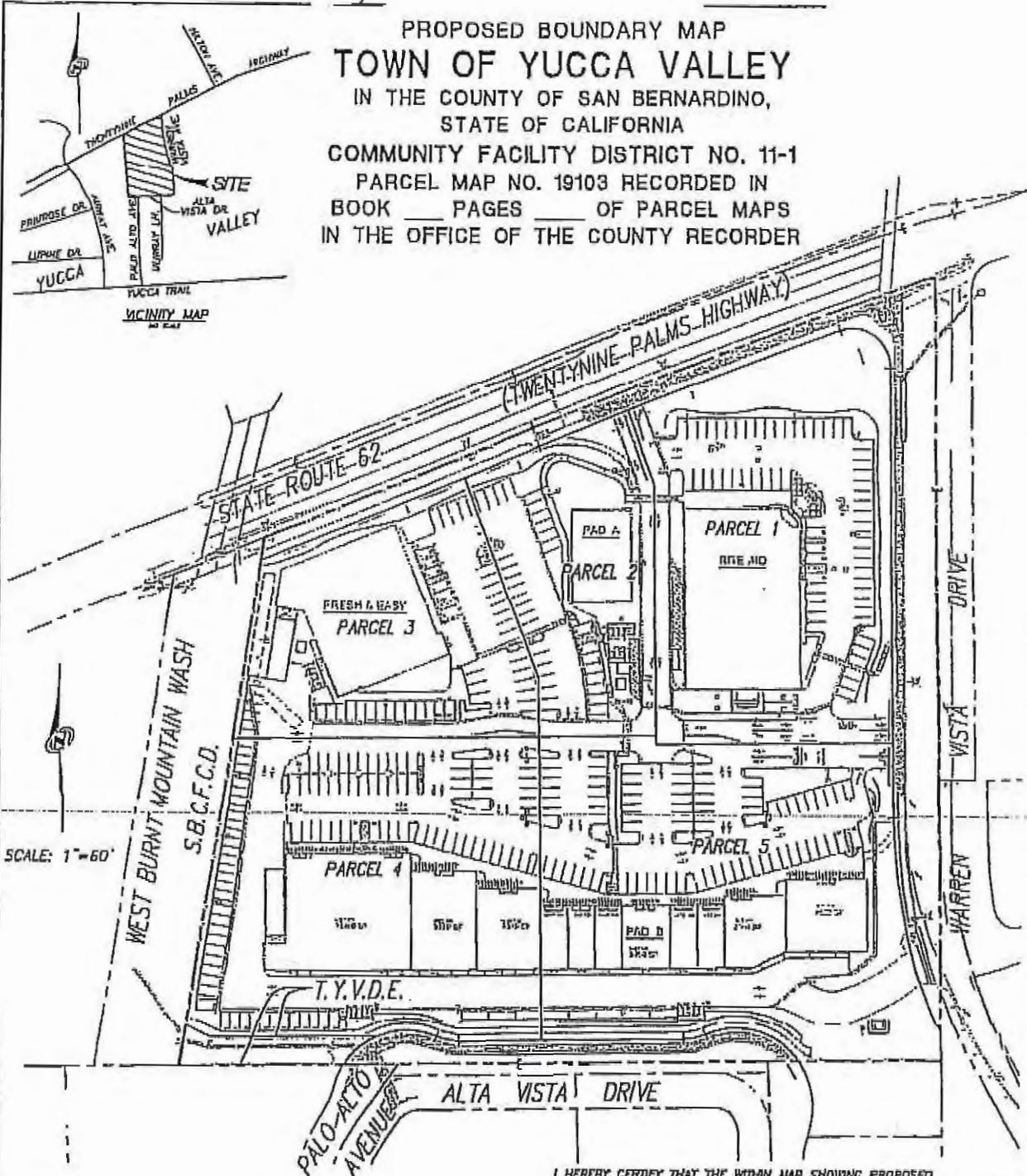
Page 10 of 10

Applicant's Initials:

*[Signature]*

P.590

PROPOSED BOUNDARY MAP  
**TOWN OF YUCCA VALLEY**  
 IN THE COUNTY OF SAN BERNARDINO,  
 STATE OF CALIFORNIA  
 COMMUNITY FACILITY DISTRICT NO. 11-1  
 PARCEL MAP NO. 19103 RECORDED IN  
 BOOK \_\_\_\_\_ PAGES \_\_\_\_\_ OF PARCEL MAPS  
 IN THE OFFICE OF THE COUNTY RECORDER



SCALE: 1"=60'

**LEGEND**

- INDICATES FACILITIES DISTRICT BOUNDARY
- S.B.C.F.C.D. INDICATES SAN BERNARDINO COUNTY FLOOD CONTROL
- T.Y.V.D.E. INDICATES TOWN OF YUCCA VALLEY DRAINAGE EASEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 11-1 OF THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_\_\_, BY ITS RESOLUTION NO. \_\_\_\_.

JANET H. ANDERSON  
 TOWN CLERK  
 TOWN OF YUCCA VALLEY  
 COUNTY OF SAN BERNARDINO

FILED IN THE OFFICE OF THE TOWN CLERK THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_\_\_.

JANET H. ANDERSON  
 TOWN CLERK  
 TOWN OF YUCCA VALLEY  
 COUNTY OF SAN BERNARDINO

FILED THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_\_\_, AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M. IN BOOK \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE \_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

COUNTY RECORDER  
 OF SAN BERNARDINO

P.591  
 P.75



Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

TOWN OF YUCCA VALLEY  
COMMUNITY FACILITIES DISTRICT NO. 1  
(Maintenance Services)

A Special Tax of Community Facilities District No. 1 Maintenance Services of the Town of Yucca Valley (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing in Fiscal Year 2011-12 in an amount determined by the Town through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrative Expenses" means the actual or estimated costs incurred by the Town as administrator of the District to determine, levy and collect the Special Taxes, including salaries and benefits of Town employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the Town.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or four percent (4%). The annual CPI used shall be for the San Diego Area as determined by the Bureau of Labor Statistics.

"Approved Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1<sup>st</sup> preceding the Fiscal Year in which the Special Tax is being levied. The term "Approved Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator, or Non-Residential Property which has an approved Parcel Map.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year ending June 30, 2012.

"District Administrator" means the Town Manager, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"District" means Community Facilities District No. 1 Maintenance Services of the Town of Yucca Valley.

"Developed Property" means all Taxable Property for which a building permit has been issued prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Dwelling Unit" means an individual single family unit or an individual residential unit within a duplex, tri-plex, four-plex, condominium or apartment structure.

"Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, and (iii) property designated by the Town's District Administrator as Tax-Exempt Property

"Final Map" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor's Parcel.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, or any other public agency.

"Residential Property" means any parcel on which an individual single family residence or, a duplex, tri-plex, four-plex, condominium or apartment structure may be constructed.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for providing the authorized services including the actual costs of maintenance, repair, monitoring, replacement of facilities, and reporting as required under all applicable permits; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that is not exempt from the Special Tax pursuant to law or as defined herein.

"Town" means the Town of Yucca Valley, California

"Undeveloped Property" means, for each Fiscal Year, all Assessors' Parcels of Taxable Property not classified as Developed Property or Approved Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Approved Property, Undeveloped Property or Exempt Property. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

**C. MAXIMUM SPECIAL TAX RATE**

The Maximum Annual Special Tax rates for Assessor's Parcels are shown in the following tables:

**TABLE 1  
Equivalent Dwelling Unit Factors  
Community Facilities District No. 1  
(Improvement Area 1)**

Property Classification	Improvement Area 1
Developed Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Approved Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Undeveloped Property Residential Non-Residential	4.5 EDU per acre 4.5 EDU per acre
Exempt Property	N/A

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

TABLE 2  
Maximum Special Tax for Approved Property  
Community Facilities District No. 1  
(Improvement Area 1)

Property Classification	Maximum annual Special Tax
Developed Property Residential Non-Residential	\$194.18 per EDU \$873.81 per acre
Approved Property Residential Non-Residential	\$194.18 per EDU \$873.81 per acre
Undeveloped Property Residential Non-Residential	\$194.18 per EDU \$873.81 per acre

On each July 1 following the Base Year, the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

4. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2011-12, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Approved Property up to 100% of the applicable Maximum Special Tax for Approved Property. Third, if the Special Tax Requirement has not been satisfied by the first two steps, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax for Approved Property.

E. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

F. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

G. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity.

## RESOLUTION NO. 11-

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY SETTING A DATE FOR AN ELECTION ON THE COMMUNITY FACILITIES DISTRICT NO. 11-1 SPECIAL TAX LEVY FOR FY 2011/12 AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT FOR TOWN OF YUCCA VALLEY COMMUNITY FACILITIES DISTRICT NO. 11-1**

**WHEREAS**, the Town of Yucca Valley established the Community Facilities District No. 11-1 (the "District"), pursuant to the Mello-Roos Community Facilities Act of 1982 ("Mello-Roos Act"; Government Code § 53311, *et seq.*), by adopting Resolution No. 11-23 "Resolution of the Town Council of the Town of Yucca Valley Establishing Community Facilities District No. 11-1, Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District, and Submitting Levy of the Special Tax and the Establishment of the Appropriations Limit to the Qualified Electors of the District" (the "Resolution of Formation"), ordering the formation of the Town of Yucca Valley Community Facilities District No. 11-1, (the "District"); and

**WHEREAS**, in order to accomplish the Town's desired purpose for the District, the Town must conduct a special election; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Town of Yucca Valley as follows:

**SECTION 1.** Pursuant to Sections 53326.53353.5 and 53325.7 of the Act, propositions of the levy of the special tax on property within the District, and the establishment of the appropriations limit for the District shall be submitted to the qualified electorate of the District at an election called thereof as provided below.

**SECTION 2.** As authorized by the Section 53353.5 of the Act, the two propositions described in Section 1 above shall be combined into a single ballot measure, the form of which is attached as Exhibit "A" and by this reference incorporated herein. Said form of ballot is hereby approved.

**SECTION 3.** The Town Council submits to the qualified voters of the District the question of levying a new special tax to finance public facilities and services within the District, as specified in the Resolution of Intent.

**SECTION 4.** The Town Council hereby calls for a special election to consider the measures described in Section 1 above, which election shall be held on August 2, 2011. Pursuant to Section 53327 of the Act, the election shall be conducted by the use of mailed ballots, or hand delivered ballot pursuant of Section 4000 of the California Election Code. All mail ballots shall be returned to the Town Clerk's office (by mail or personal delivery) no later than 5:00pm on

August 2, 2011, or shall be delivered personally to the Town Clerk no later than the close of the special election on such date.

**SECTION 5.** In the event that landowners owning all of the property within the District that is subject to the proposed special tax have waived election requirements and/or designated other entities to cast their votes on their behalf, such votes may be cast (verbally or otherwise) at the election by any person or body so designated, and all votes cast shall be counted by the Town Clerk in determining the final vote.

**SECTION 6.** The Town Clerk is hereby directed to publish in a newspaper of general circulation circulating within the area of CFD No. 11-1 a copy of this Resolution as soon as practicable after the date of adoption of this Resolution.

**SECTION 6.** In the event that two-thirds or more of the votes cast favor the levying of the special tax, the Town Council may, by ordinance, levy the special tax.

**APPROVED AND ADOPTED** this 2nd day of August 2011.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

# EXHIBIT A

OFFICIAL BALLOT  
SPECIAL TAX ELECTION  
TOWN OF YUCCA VALLEY  
FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 2011-1  
MAINTENANCE SERVICES  
(DATE)

Assessor Parcel Number: \_\_\_\_\_

Number of votes entitled to cast: 7.80

**INSTRUCTIONS TO VOTERS:** To vote on the measure, mark an (X) on the line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

### MEASURE SUBMITTED TO QUALIFIED ELECTORS

**Ballot Measure:** Shall the Town of Yucca Valley be authorized to levy a special tax at the rates and apportioned as described in Exhibit B to the Resolution Declaring its Intention to Form Community Facilities District No. 2011-1 (Maintenance Services) adopted by the City Council on June 7, 2011 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Boundary Map of Community Facilities District No. 2011-1 (Maintenance Services), Town of Yucca Valley, County of San Bernardino", to finance certain services as set forth in Exhibit B of the Resolution?

YES \_\_\_\_\_

NO \_\_\_\_\_

**NOTE:** This is a special landowner election. You must return this ballot to the Town Clerk of the Town of Yucca Valley either (i) to the Office of the Town Clerk at Town Hall, 57090 Twentynine Palms Highway, Yucca Valley, CA, by 4:00 p.m. on August 2, 2011 or (ii) thereafter, to the regular meeting place of the Town Council at Yucca Room, Community Center, Yucca 57090 Twentynine Palms Highway, Yucca Valley, CA on August 2, 2011, by five minutes following the adoption of the resolution calling the election (the Town Council meeting convenes at 6:00 p.m. on August 2, 2011).

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

## RESOLUTION NO. 11-

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DECLARING RESULTS OF THE SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN**

**WHEREAS**, on June 7, 2011, the Town Council of the Town of Yucca Valley (the "City") adopted the "Resolution of the Town Council of the Town of Yucca Valley Adopting Local Goals and Policies Concerning Districts Formed Pursuant to the Mello-Roos Community Facilities Act of 1982" and the "Resolution of the Town Council of the Town of Yucca Valley Declaring Its Intent to Establish Community Facilities District No. 11-1" (referred to herein as the "Resolution of Intent") stating its intention to establish Community Facilities District No. 11-1 and to finance specified public facilities and services, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311, *et seq.*; the "Mello-Roos Act");

**WHEREAS**, on August 2, 2011, the Town Council of the Town of Yucca Valley held a public hearing on the Resolution of Intent;

**WHEREAS**, on \_\_\_\_\_, 2011, after the public hearing, the Town Council adopted the "Resolution of the Town Council of the Town of Yucca Valley Establishing Community Facilities District No. 11-2" (Resolution No. \_\_\_\_\_; also referred to herein as the "Resolution of Formation"), forming "Community Facilities District No. 11-1" (hereafter, the "District"); and the Town Council also adopted the "Resolution of the Town Council of the Town of Yucca Valley Setting a Date for an Election on Community Facilities District No. 11-1 for August 2, 2011 (Resolution No. \_\_\_\_\_; also referred to herein as the "Resolution Calling for Special Election");

**WHEREAS**, on August 2, 2011, an election on the levy of special taxes on parcels within the District was held;

**WHEREAS**, this Resolution will only take effect if two-thirds of the votes cast in the special election are in favor of the levy, and such results were certified by the Town Council through adoption of the "Resolution of the Town Council of the Town of Yucca Valley Certifying the Results of the Election on the Levy of Special Taxes in Community Facilities District No. 11-1" (Resolution No. \_\_\_\_\_), whereby the levying of special taxes was authorized;

**WHEREAS**, pursuant to the Resolution of Intent, the Resolution of Formation, and the provisions of the Mello-Roos Act, the maximum rate of special taxes and the manner of apportionment has been determined, and within 15 days of an election resulting in two-thirds of the votes cast in favor of the levy of a special tax in the District, a Notice of Special Tax Lien will be recorded with the San Bernardino County Recorder's Office; and

**WHEREAS**, pursuant to Government Code Section 53340(a), the Town Council, as legislative body for the District, now wishes to levy the special taxes at the rate, apportionment, and in the manner specified in the above-referenced Resolutions.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yucca Valley as follows:

**SECTION 1.** The Town Council hereby affirms the accuracy of the foregoing recitals.

**SECTION 2.** Pursuant to Government Code Sections 53328, 53340(a), and other provisions and requirements under the Mello-Roos Act, the Town Council hereby levies the special taxes as specified in said Resolutions, and hereby apportions the special taxes in such manner.

**SECTION 3.** The levy and apportionment of all special taxes hereby shall be consistent with the authorizations provided under the Mello-Roos Act, the Resolution of Intent, and the Resolution of Formation. No levy or apportionment of any special tax not otherwise consistent with said authorities is authorized by this Ordinance.

**SECTION 4.** The Town Council hereby authorizes the Town Manager or his/her designee to implement all necessary steps to cause the special taxes levied hereby to be placed on the San Bernardino County Tax Assessor's secured property tax rolls for the fiscal year commencing July 1, 2011, and continuing each subsequent fiscal year for so long as said special taxes are authorized under the Mello-Roos Act. Furthermore, the Town Council hereby authorizes the Town Manager or his/her designee to cause all such special taxes to be collected, deposited, expended, and otherwise used in a manner consistent with the provisions of the District.

**SECTION 5.** The Town Council hereby determines that all proceedings for the formation of the District and the levy and apportionment were valid and in conformity with the requirements of the Mello-Roos Community Facilities Act of 1982.

APPROVED AND ADOPTED this 2<sup>nd</sup> day of August, 2011.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

## ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF  
YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE LEVY OF A  
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO.  
11-1

WHEREAS, The Town Council of the Town of Yucca Valley has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors authorizing the levy of special taxes within community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). This Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 11-1 (the "District").

NOW, THEREFORE THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES ORDAIN AS FOLLOWS:

Section 1. The Town Council does, by passage of this ordinance authorize the levy of special taxes within the District for the 2012-2013 tax year pursuant to the Rate and Method Apportionment of Special Taxes as set forth in Exhibit "A" attached hereto, referenced and so incorporated.

Section 2. The Town Council, is further authorized to annually determine, by Resolution, the special taxes to be levied within the District for the then current tax year or future tax years, except that the special tax to be levied within the District shall no exceed the maximum special tax calculated pursuant to the Rate and Method, but the special tax may be levied at a lower rate.

Section 3. The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale, and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or may, by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations.

Section 4. The special taxes shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien and shall secure each levy of the special tax. The lien of the special tax shall continue in force and effect until the special tax obligation is permanently satisfied and canceled in accordance with Section 53344 of the Government Code of the State of California or until the special tax ceases to be levied by the Town Council in the manner provided in Section 53330.5 of said Government Code.

Section 5. NOTICE OF ADOPTION. Within fifteen (15) days after the adoption hereof, the Town Clerk shall certify to the adoption of this Ordinance and cause it to be published once in a newspaper of general circulation printed and published in the County and circulated in the Town pursuant to Section 36933 of the Government Code.

Section 6. EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption.

APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
TOWN ATTORNEY

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

[Skip to Content](#)

## US Department of Labor

[A to Z Index](#) | [FAQs](#) | [About BLS](#) | [Contact Us](#)

[Subscribe to E-mail Updates](#)



# U.S. Bureau of Labor Statistics

Follow Us  | [What's New](#) | [Release Calendar](#) | [Site Map](#)

Search BLS.gov



- [Home](#)

- [Subject Areas»](#)

- [Inflation & Prices](#)
- [Spending & Time Use](#)
- [Unemployment](#)
- [Employment](#)
- [Pay & Benefits](#)
- [Productivity](#)
- [Workplace Injuries](#)
- [International](#)
- [Demographics](#)
- [Industries](#)
- [Business Costs](#)
- [Occupations](#)
- [Geography](#)
- [Resources For »](#)

- [Business Leaders](#)
- [Consumers](#)
- [Developers](#)
- [Economists](#)
- [Investors](#)
- [Jobseekers](#)
- [Media](#)
- [Public Policymakers](#)
- [Students & Teachers](#)
- [Survey Respondents](#)

- [At a Glance Tables »](#)

- [U.S. Economy](#)
- [Regions, States, & Areas](#)
- [Industries](#)
- [International](#)
- [MORE »](#)

- [Announcements](#)
- [Commissioner's Corner](#)
- [Green Jobs](#)

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

- [Research](#)
- [Spotlight on Statistics](#)
- [Students' Pages](#)
- [Errata](#)
- [Other Statistical Sites](#)
- **Subjects**
  - **[Inflation & Prices »](#)**
  - [Consumer Price Index](#)
  - [Producer Price Indexes](#)
  - [Import/Export Price Indexes](#)
  - [Employment Cost Index](#)
  - [Contract Escalation](#)
  - [Price Index Research](#)
  - [Inflation & Prices Overview](#)
  - [Pay & Benefits »](#)
  - [Employment Costs](#)
  - [National Compensation Data](#)
  - [Wages by Area & Occupation](#)
  - [Earnings by Demographics](#)
  - [Earnings by Industry](#)
  - [County Wages](#)
  - [Benefits](#)
  - [Compensation Research](#)
  - [Strikes & Lockouts](#)
  - [Pay & Benefits Overview](#)
  - [Spending & Time Use »](#)
  - [Consumer Expenditures](#)
  - [How Americans Spend Time](#)
  - [Unemployment »](#)
  - [National Unemployment Rate](#)
  - [State & Local Unemployment Rates](#)
  - [Mass Layoffs](#)
  - [Unemployment Research](#)
  - [Unemployment Overview](#)
  - [Employment »](#)
  - [National Employment](#)
  - [State & Local Employment](#)
  - [State & County Employment](#)
  - [Worker Characteristics](#)
  - [Employment Projections](#)
  - [Job Openings & Labor Turnover](#)
  - [Green Goods and Services](#)
  - [Green Goods and Services Occupations](#)
  - [Green Technologies and Practices](#)
  - [Employment by Occupation](#)
  - [Work Experience Over Time](#)
  - [Business Employment Dynamics](#)
  - [Employment Research](#)

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

- [Employment Overview](#)
- [Workplace Injuries »](#)
- [Productivity »](#)
- [Labor Productivity & Costs](#)
- [Multifactor Productivity](#)
- [Productivity Research](#)
- [Productivity Overview](#)
- [International »](#)
- [International Labor Comparisons](#)
- [International Technical Cooperation](#)
- [Import/Export Price Indexes](#)
- [International Overview](#)
- [REGIONAL OFFICES »](#)
- [New England \(Boston\)](#)
- [New York-New Jersey \(NY City\)](#)
- [Mid-Atlantic \(Philadelphia\)](#)
- [Southeast \(Atlanta\)](#)
- [Midwest \(Chicago\)](#)
- [Southwest \(Dallas\)](#)
- [Mountain-Plains \(Kansas City\)](#)
- [West \(San Francisco\)](#)
- [Regional Overview](#)
- [Data Tools](#)
  - [Data Retrieval Tools »](#)
  - [Top Picks](#)
  - [Series Report](#)
  - [One Screen](#)
  - [Multi-Screen](#)
  - [Maps](#)
  - [Calculators](#)
  - [Public Data API](#)
  - [CUSTOMIZED TABLES »](#)
  - [Text Files](#)
  - [News Release Tables](#)
  - [More Sources of Data »](#)
  - [Discontinued Databases](#)
  - [FAQs](#)
  - [Special Notices](#)
  - [More Sources of Data](#)
- [Publications](#)
  - [Latest Publications »](#)
  - [The Editor's Desk](#)
  - [Monthly Labor Review](#)

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

- [Beyond the Numbers](#)
- [National Longitudinal Surveys News](#)
- [Spotlight on Statistics](#)
- [Occupational Outlook Handbook](#)
- [Occupational Outlook Quarterly](#)
- 
- 
- [Magazines & Journals](#)
- [Chartbooks](#)
- [Bulletins & Reports](#)
- [Catalog of Publications](#)
- [Research Papers](#)
- [Copyright Information](#)
- [Contact & Help](#)
- [Economic Releases](#)
  - [Latest Releases »](#)
  - 
  - [Major Economic Indicators »](#)
  - 
  - [Schedules for news Releases »](#)
  - 
  - [By Month](#)
  - [By News Release](#)
  - [Current Year](#)
  - [Prior Years](#)
  - 
  - [Archived News Releases »](#)
  - 
  - [Employment & Unemployment »](#)
  - 
  - [Monthly](#)
  - [Quarterly, annual, and other](#)
  - 
  - [Inflation & Prices »](#)
  - 
  - [Pay & Benefits & Workplace Injuries »](#)
  - 
  - [Productivity & Technology »](#)
  - 
  - [Employment Projections »](#)
  - 
  - [International Programs »](#)
  - 
  - [Regional News Releases »](#)
- [Students](#)
  - [Games & Quizzes](#)
  - [Student Resources](#)
  - [Teacher's Desk](#)

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

- [History of BLS](#)
- [FAQs](#)
- [Beta](#)
  - [Data API »](#)
  - [Data Finder »](#)
  - [State and County Map »](#)

## Western Information Office

FONT SIZE:   PRINT: 

Western 

SHARE ON:   

### News Release Information

14-1158-SAN

Tuesday, June 17, 2014

PDF

 [PDF version](#)

### Contacts

- Technical Information: (415) 625-2284
- Media Contact: (415) 625-2270, option 1
- [BLInfoSF@bls.gov](mailto:BLInfoSF@bls.gov)
- [www.bls.gov/ro9](http://www.bls.gov/ro9)

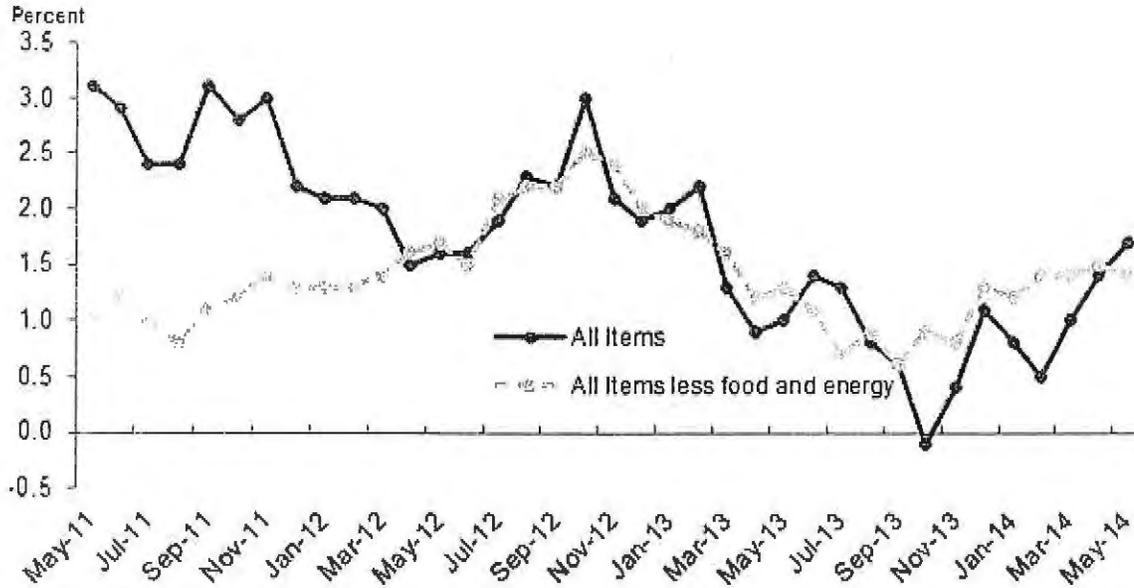
## Consumer Price Index, Los Angeles area – May 2014

**Area prices were up 0.4 percent over the past month, up 1.7 percent from a year ago**

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), rose 0.4 percent in May, the U.S. Bureau of Labor Statistics reported today. (See table A.) Regional Commissioner Richard J. Holden noted that the May increase was influenced by higher prices for electricity and to a lesser extent natural gas service. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 1.7 percent. (See chart 1.) Energy prices increased 3.2 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy rose 1.4 percent since May 2013.

Chart 1. Over-the-year percent change in CPI-U, Los Angeles, May 2011–May 2014



Source: U.S. Bureau of Labor Statistics.

**Food**

Food prices rose 0.3 percent for the month of May. (See table 1.) Prices for food at home and prices for food away from home both advanced 0.3 percent for the month.

Over the year, food prices increased 2.5 percent. Prices for food away from home rose 2.6 percent, and prices for food at home advanced 2.3 percent since a year ago.

**Energy**

The energy index moved up 4.7 percent over the month. The increase was mainly due to higher prices for electricity (20.9 percent). Prices for natural gas service jumped 11.5 percent, but prices for gasoline declined 1.0 percent in May.

Energy prices increased 3.2 percent over the year, largely due to higher prices for gasoline (3.3 percent). Prices paid for natural gas service jumped 12.5 percent, but prices for electricity decreased 0.6 percent during the past year.

**All items less food and energy**

The index for all items less food and energy inched down 0.1 percent in May. Lower prices for apparel (-3.1 percent), other goods and services (-0.7 percent), and recreation (-0.4 percent) were partially offset by higher prices for medical care (0.7 percent), household furnishings and operations (0.2 percent), and shelter (0.1 percent).

Over the year, the index for all items less food and energy rose 1.4 percent. Components contributing to the increase included shelter (1.9 percent) and medical care (1.9 percent). Partly offsetting the increases was a price decline in household furnishings and operations (-1.2 percent).

Table A. Los Angeles-Riverside-Orange County CPI-U monthly and annual percent changes (not seasonally adjusted)

Month	2009		2010		2011		2012		2013		2014	
	Monthly	Annual										
January	0.5	-0.1	0.4	1.8	0.9	1.8	0.8	2.1	0.8	2.0	0.5	0.8
February	0.3	0.0	0.0	1.4	0.5	2.3	0.5	2.1	0.7	2.2	0.5	0.5
March	0.0	-1.0	0.4	1.9	1.1	3.0	1.0	2.0	0.1	1.3	0.6	1.0

April	0.1	-1.3	0.2	1.9	0.5	3.3	0.0	1.5	-0.4	0.9	0.0	1.4
May	0.4	-1.8	0.2	1.8	0.0	3.1	0.1	1.6	0.1	1.0	0.4	1.7
June	0.6	-2.2	-0.2	0.9	-0.4	2.9	-0.4	1.6	-0.1	1.4		
July	0.0	-2.6	0.1	0.9	-0.4	2.4	-0.1	1.9	-0.1	1.3		
August	0.2	-1.7	0.2	0.8	0.2	2.4	0.6	2.3	0.1	0.8		
September	0.3	-1.0	-0.1	0.4	0.5	3.1	0.4	2.2	0.2	0.6		
October	0.0	-0.4	0.3	0.7	0.0	2.8	0.8	3.0	0.1	-0.1		
November	-0.4	0.9	-0.4	0.7	-0.1	3.0	-1.0	2.1	-0.5	0.4		
December	-0.3	1.8	0.3	1.3	-0.5	2.2	-0.7	1.9	0.0	1.1		

## CPI-W

In May, the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) was 236.647, up 0.4 percent from April. The CPI-W increased 1.8 percent over the year.

The June 2014 Consumer Price Index for the Los Angeles-Riverside-Orange County is scheduled to be released on July 22, 2014, at 10:00 a.m. (PDT).

## Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 88 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 4,000 housing units and approximately 26,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the *BLS Handbook of Methods, Chapter 17, The Consumer Price Index*, available on the Internet at [www.bls.gov/opub/hom/homch17\\_a.htm](http://www.bls.gov/opub/hom/homch17_a.htm).

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.

The Los Angeles-Riverside-Orange County, CA. metropolitan area covered in this release is comprised of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties in the State of California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; Federal Relay Service: 1-800-877-8339.

[Please click here for a text formatted copy of the table issued with this release.](#)

**Last Modified Date:** June 17, 2014

Recommend this page using:



Facebook



Twitter



LinkedIn

- **tools**

- [Areas at a Glance](#)
- [Industries at a Glance](#)
- [Economic Releases](#)
- [Databases & Tables](#)
- [Maps](#)

- **calculators**

- [Inflation](#)
- [Location Quotient](#)
- [Injury And Illness](#)

- **help**

- [Help & Tutorials](#)
- [FAQs](#)
- [Glossary](#)
- [About BLS](#)
- [Contact Us](#)

- **info**

- [What's New](#)
- [Careers @ BLS](#)
- [Find It! DOL](#)
- [Join our Mailing Lists](#)
- [Linking & Copyright Info](#)

- **resources**

- [Inspector General \(OIG\)](#)
- [Budget and Performance](#)
- [No Fear Act](#)
- [USA.gov](#)
- [Benefits.gov](#)
- [Disability.gov](#)

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Customer Survey](#) | [Important Web Site Notices](#)

U.S. Bureau of Labor Statistics | Western Information Office, Attn: EA & I, P.O. Box 193766, San Francisco, CA 94119-

3766

[www.bls.gov/ro9](http://www.bls.gov/ro9) | Telephone: 1-415-625-2270 | [Contact Western Region \(RO9\)](#)

Attachment: CFD Reports (1131 : CFD Annual Levy 2015)

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
 Alex Qishta, Project Engineer  
**Date:** July 23, 2015  
**Meeting Date:** August 4, 2015  
  
**Subject:** Contract Yucca Trail Traffic Safety & Circulation Analysis; Albert Webb Associates; Authorization for Contract Services

#### **Recommendation:**

That the Town Council authorizes the Town Manager to enter into a professional services agreement with Albert Webb Associates, with a maximum contract value of \$23,100, and direct staff to include this project and associated costs in the Measure I 5-Year Plan and Measure I Budget for Fiscal Year 2015/1016.

#### **Prior Council Review**

There has been no prior review of this matter.

#### **Executive Summary**

The Town contracts for services in a number of different areas. Contract services can provide not only cost savings, but flexibility in program implementation and in the services that the Town provides. The Town has contracted for traffic engineering services since incorporation, as those are specialized services that do not necessitate or support full time in house employee resources.

#### **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**

Yucca Trail is designated as a four-lane divided Arterial with 100 foot right-of-way and 80 feet curb to curb from Sage Avenue to La Contenta Road. Yucca Trail carries is the largest volume of daily vehicle traffic within the Town, not including state highways. Yucca Trail is partially-to-

fully improved from Sage Avenue to La Contenta Road. Traffic signals are located at the intersections of Yucca Trail/Joshua Lane and Yucca Trail/Palomar Avenue; an all-way stop control is located at the intersection of Yucca Trail/Barberry Avenue. The posted speed limit along Yucca Trail ranges from 40 to 55 mph.

Traffic volumes and patterns have changed on Yucca Trail and its' intersecting streets over the past several years due to various reasons, including traffic signal and improvement construction on SR 62, commercial business openings on SR 62 and the increased convenience of drivers using north/south streets to access those businesses on SR 62, as well as changes in regional and local traffic volumes.

Prior to proceeding with additional improvements on Yucca Trail, evaluating immediate, mid-range and long term roadway improvements is recommended. This approach will provide for a "tiered" implementation program of traffic safety and volume based roadway and intersection improvements. Also tied to this approach is the wastewater project scheduled to break ground in early 2016. All roads in Phase I of HDWD's collection system will be pulverized for installation of the collection system. Therefore any turn pockets, shoulder widening, or other asphalt improvements will be removed with the construction of the collection system. While there are potential immediate implementation actions that may not require the addition of asphalt surfaces, based upon staff evaluation of current conditions on Yucca Trail, various forms of turn pockets and shoulder widening will be necessary in the near term.

This study will evaluate and highlight the following:

1- Short Term:

Immediate safety Improvements needed to address the high collision locations, and analysis of the impact of the High Water District sewer installation and pavement rehabilitation project.

2- Mid Term:

Safety improvements during and immediately after the Hi-Desert Water District completes the collection system installation.

3- Long Term: Long range traffic safety improvements for Yucca Trail.

A number of specific intersections will be evaluated for potential improvements over all three time frames identified above.

SR 62/Yucca Trail/Sage Avenue  
Dumosa  
Airway Avenue  
Balsa  
Palomar  
La Contenta

Barberry  
Joshua Lane  
Warren Vista  
Hanford  
Indio

Town staff met with Albert Webb Associates Staff and requested a bid for services from Albert Webb Associates based upon their familiarity with the community and the ability to respond quickly to the Town's needs.

**Alternatives**

Do not authorize the Town Manager to enter into the Agreement.

**Fiscal Impact**

The fee for service is \$23,100. The recommended action directs staff to include this project and associated costs in the Measure I 5-Year Plan and Measure I Budget for Fiscal Year 2015/1016 (Fund 522)

**Attachments:**

Albert Webb Associates Proposal  
Contract Services Agreement

**Corporate Headquarters**  
3788 McCray Street  
Riverside, CA 92506  
951.686.1070

**Palm Desert Office**  
36-951 Cook Street #103  
Palm Desert, CA 92211  
760.568.5005

**Murrieta Office**  
41391 Kalmia Street #320  
Murrieta, CA 92562  
951.686.1070

June 19, 2015

Mr. Alex Qishta, P.E.  
Principal Engineer  
**Town of Yucca Valley**  
58928 Business Center Drive  
Yucca Valley, CA 92284

RE: Proposal to Perform Safety and Circulation Analysis for Yucca Trail  
from Sage Avenue to La Contenta Road

Dear Alex:

Thank you for the opportunity to present this proposal to perform a safety and circulation analysis for Yucca Trail from Sage Avenue to La Contenta Road in the town of Yucca Valley. Our Project Understanding (Exhibit "A"), Scope of Services (Exhibit "B"), and Compensation (Exhibit "C") are enclosed for your consideration.

We appreciate this opportunity to be of service and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-686-1070.

Sincerely,

**ALBERT A. WEBB ASSOCIATES**

Dilesh Sheth, P.E., T.E.  
Vice President

Attachment: Albert Webb Associates Proposal (1134 : Contract Yucca Trail Traffic Safety & Circulation Analysis)



## EXHIBIT "A" PROJECT UNDERSTANDING

In the Town of Yucca Valley's (Town) Circulation Plan, Yucca Trail is designated as a four-lane divided Arterial (100' ROW, 80' curb to curb) from Sage Avenue to La Contenta Road, a distance of approximately 3 miles. Yucca Trail is the second busiest corridor after State Highway 62 in the Town. Yucca Trail is partially to fully improved from Sage Avenue to La Contenta Road. Traffic signals are located at the intersections of Yucca Trail/Joshua Lane and Yucca Trail/Palomar Avenue; an all-way stop control is located at the intersection of Yucca Trail/Barberry Avenue. The posted speed limit along Yucca Trail is 45 to 55 mph.

There have been a high number of collisions reported along Yucca Trail, especially fatality and server collisions at the Yucca Trail/Warren Vista Avenue intersection and a high number of property damage type accidents at the intersection of Yucca Trail/Palomar Avenue.

The Town would like to accomplish the following on a short term, mid-term, long term basis:

1. What can we do now at high collision locations to improve safety immediately? Also analyze the High Desert Water District Sewer Installation and Pavement Rehabilitation Project (District Project) impact to safety improvements.
2. What should be done during and right after the District Project is completed?
3. What should be the long range plan for Yucca Trail?

Based on meeting with the Town Staff, here is my understanding of issues along Yucca Trail:

SR62/Sage Avenue and Yucca Trail/Sage Avenue Intersections – These are closely spaced intersections. A number of northbound and southbound collisions are reported at the intersection of SR62/Sage Avenue. Yucca Valley High School is located on Sage Avenue approximately ¼ mile south of the Sage Avenue/Yucca Trail intersection. During school peak hours these intersections are heavily impacted.

Barberry Avenue/Yucca Trail Intersection - All-way stop control is located at the intersection; this appears to function properly with a low collision rate.

Dumosa Avenue/Yucca Trail Intersection – The Town just recently installed a traffic signal at the intersection of SR62/Dumosa Avenue. Due to the traffic signal, traffic may increase on Dumosa Avenue and at the intersection of Yucca Trail/Dumosa Avenue.

Joshua Lane/Yucca Trail Intersection – The intersection is controlled by a traffic signal. The eastbound lane taper appears to be too short, and the parking lane appears to be too narrow.

Airway Avenue/Yucca Trail Intersection – Southbound traffic on Airway Avenue is controlled by a stop sign. Airway Avenue is a through street between SR62 and Yucca Trail with a signalized intersection at SR62/Airway Avenue. An apartment Complex is located south of Yucca Trail, and a driveway for the apartment complex doesn't line up with Airway Avenue across Yucca Trail.

Warren Vista Avenue/Yucca Trail Intersection – The north and southbound approaches of Warren Vista Avenue are controlled by stop signs. There have been two fatal and five severe collisions reported at the intersection. The Town has performed a traffic signal warrant analysis, and a traffic signal is not warranted; however immediate improvements are necessary.

Balsa Avenue/Yucca Trail Intersection – With the new development on the south side of Yucca Trail, Balsa Avenue will be extended to Arcadia Trail. Once the connection to Arcadia Trail is made, traffic may move to Balsa Avenue from Hanford Avenue.

Hanford Avenue/Yucca Trail Intersection – Northbound and southbound traffic on Hanford Avenue are controlled by stop signs. Hanford provides the main route to SR62. A number of property damage type collisions have been reported at this intersection. Sight distance review is necessary at this intersection. The Town is considering closing Hanford Avenue at Yucca Trail when the Balsa Avenue extension is complete.

Palomar Avenue/Yucca Trail – The intersection is controlled by a traffic signal. There have been nine accidents at this intersection since the beginning of this year. Northbound and southbound approaches do not have left turn pockets. Lane transitions and turn pocket lengths appear to be sub-standard. Immediate improvements are necessary at this intersection.

Indio Avenue/Yucca Trail – Burrtec and High Desert Water Agency are proposing to construct their facilities along Sunnyslope Drive between Indio Avenue and Skypark Drive. These projects will improve Indio Avenue between Sunnyslope Drive and Miramar Drive, and the Town will improve Indio Avenue to south.

La Contenta Road/Yucca Trail – La Contenta Road is located at the Town/County boundary. The Middle School is located on La Contenta Road north of Yucca Trail. The Town would like to perform a multi-way stop warrant analysis.

Town will provide the following information to WEBB prior to the Kick-off Meeting:

1. Traffic counts.
2. Speed survey.
3. Warrant analysis.
4. As-built street, traffic signal, signing & striping plans.
5. Traffic Signal timing plans.
6. Collision data.
7. High Desert Water District's sewer improvement and phasing plan.

## EXHIBIT “B” SCOPE SERVICES

### 1. Prepare Analysis of high collision locations and provide recommendation for immediate improvements.

These locations include the Yucca Trail intersections with Warren Vista Avenue, Palomar Avenue, and Sage Avenue. It also includes the intersection of SR62/Sage Avenue.

#### Investigation and Research

- Obtain and review traffic counts, warrant analysis, collision data, speed survey, as-built plans, and traffic signal timing plans provided by the Town.
- Field review existing striping, marking, signage, traffic signal, lighting, and sight distance.
- Using the latest aerial photography, measure the length of turn pockets, lane transitions, tapers, and roadway curve radii.
- Review collision data and determine collision type, collision severity, type of collision, direction of travel, preliminary cause of accident, and time of day.
- Obtain and review the District Project Improvement Plans for improvements, phasing, and timing.

#### Analysis and Recommendations

- Analyze and provide recommendations for existing roadway, intersections, traffic signal, traffic control, striping, markings, signing, and sight distance to ensure compliance with CA-MUTCD, Caltrans Highway Design Manual, Caltrans Standards, local standards and local requirements.
- Analyze existing traffic counts and speed; provide recommendations for additional turn lanes, acceleration lane, deceleration lane, and storage requirements.
- Review and/or prepare warrant analysis; provide recommendation based on CA-MUTCD and local policy.
- Prepare exhibits showing proposed improvements: additional turn pockets, additional taper lengths, proposed signing & striping, traffic control changes, and traffic signal improvements.
- Prepare preliminary quantity and cost estimate for each location. Provide Cost benefit ratio.
- Analyze the District Project impact to proposed safety improvements.

### 2. Provide recommendation for improvements after the High Desert Water District Project is competed (Mid-term improvements).

These locations include the Yucca Trail intersections with Dumosa Avenue, Airway Avenue, Balsa Avenue, Hanford Avenue, Indio Avenue, and La Contenta Road.

#### Investigation and Research

- Obtain and review traffic counts, warrant analysis, collision data, speed survey, and as-built plans, and traffic signal timing plans provided by the Town.
- Field review existing striping, marking, signage, traffic signal, lighting, and sight distance.
- Using latest aerial photography, measure length of turn pockets, lane transitions, tapers, and roadway curve radii.

### Analysis and Recommendations

- Analyze and provide recommendations for existing roadway, intersections, traffic signal, traffic control, striping, markings, signing, and sight distance to ensure compliance with CA-MUTCD, Caltrans Highway Design Manual, Caltrans Standards, local standards and local requirements.
- Analyze existing traffic counts and speed; provide recommendations for acceleration, deceleration, and storage requirements.
- Review and/or prepare warrant analysis; provide recommendation based on CA-MUTCD and local policy.
- Prepare exhibits showing proposed improvements: additional turn pockets, additional taper lengths, proposed signing & striping, traffic control changes, and traffic signal improvements.
- Provide recommendations for improvements during and after the District Project is completed.
- Prepare preliminary quantity and cost estimate for each location.

### 3. Provide long range (at Ultimate or General Plan) recommendation for Yucca Trail.

#### Investigation and Research

- Review the Town's General and Circulation Plan for proposed land use around Yucca Trail and future projected traffic counts on Yucca Trail and major intersections.
- Review connectivity between SR62 and Yucca Trail.
- Review offset intersections and driveways.

#### Analysis and Recommendations

- Confirm ultimate section for Yucca Trail.
- Provide recommendations for median opening.
- Provide circulation recommendations for side streets.
- Provide recommendation for traffic control, striping, and markings.

### Optional Services

The deadline to submit the HSIP Application is July 31, 2015. Based on our experience and understanding of the HSIP funding requirements, the high collision location may qualify for the funding. If the Town is interested in submitting HSIP Grant Application this year, the Town will need to approve this optional service as soon as possible with the remaining of scope of services.

### Assistance with HSIP Grant Application

#### Investigation and Recommendations

- Obtain collision data for the last five years from the Town for high collision intersections.
- Review collision data and select high priority intersections.
- Provide HSIP Grant recommendations to the Town.

#### HSIP Grant Application

- Describe how the Town identified the project as one of its safety priorities.
- Provide potential for proposed improvements to correct the problem. Perform Benefit/Cost Ratio calculation. Demonstrate the connection between the problem and the proposed countermeasures utilized on the Benefit/Cost Ratio calculation.
- Provide collision data evaluation.

- List all other projects/countermeasures that have been deployed at the location.
- Prepare cost for the project including drainage, environmental, traffic, and roadway improvements.
- Prepare implementation schedule.
- Prepare vicinity map and location map.
- Prepare project map showing existing and proposed conditions.
- Prepare existing conditions.
- Prepare collision diagrams and summary reports.

### EXHIBIT "C" COMPENSATION

Our services will be provided on a time and material basis. Total fees for services shown in Exhibit "B" shall be **\$23,100** and shall not be exceeded without prior authorization from the client.

Analysis of High Collision Locations	\$ 8,600
Recommendations for Improvements After High Desert Water Project	\$ 7,500
Long Range Recommendations	<u>\$ 7,000</u>
<b>TOTAL</b>	<b>\$ 23,100</b>
<b>Optional Services</b>	
Assistance with HSIP Grant Application	\$ 7,300

Charges for printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work, will be billed on a time and material basis, in accordance with our Schedule of Fees as Reimbursable Expenses. Checking and/or filing fees are not included in this contract, and shall be paid by the client directly to the appropriate governmental agency.

Costs for custom invoicing, if desired by the client shall be negotiated prior to commencement of work. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, consultant shall cease work on the project, and interest of 1.5% per month on unpaid balance will be charged.

Attachment: Albert Webb Associates Proposal (1134 : Contract Yucca Trail Traffic Safety & Circulation Analysis)

# **CONTRACT SERVICES AGREEMENT**

**By and Between**

**THE TOWN OF YUCCA VALLEY,  
A MUNICIPAL CORPORATION**

**and**

**ALBERT A. WEBB ASSOCIATES**

Attachment: Contract Services Agreement (1134 : Contract Yucca Trail Traffic Safety & Circulation Analysis)

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
THE TOWN OF YUCCA VALLEY, CALIFORNIA  
AND  
ALBERT A. WEBB ASSOCIATES**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 4<sup>th</sup> day of August, 2015 by and between the Town of Yucca Valley, a general law municipal corporation (“Town”) and Albert A. Webb Associates, (“Consultant” or “Contractor”). Town and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”). (The term Contractor includes professionals performing in a consulting capacity.)

**RECITALS**

A. Town has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the Town to perform those services.

C. Pursuant to the Town of Yucca Valley’s Municipal Code, Town has authority to enter into this Contract Services Agreement and the Town Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONTRACTOR**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the Town entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities

necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### 1.2 Contractor’s Proposal.

The Scope of Service shall include the Contractor’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

#### 1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

#### 1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Town, its officers, employees or agents of Town, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Town hereunder.

#### 1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the Town of such fact and shall not proceed except at Town’s risk until written instructions are received from the Contract Officer.

### 1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Town, except such losses or damages as may be caused by Town's own negligence.

### 1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Town of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the Town in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Town may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Town, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Town by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Town. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Town, the Town shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

### 1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the

performance of other requirements on “Public Works” and “Maintenance” projects. If the Services are being performed as part of an applicable “Public Works” or “Maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### 1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

#### 1.10 Additional Services.

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

#### 1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Twenty Three Thousand One Hundred Dollars and 0 Cents (\$23,100.00)** (the “Contract”), unless additional compensation is approved pursuant to Section 1.10.

### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

### 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the Town. Coordination of the performance of the work with Town is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

### 2.4 Invoices.

Each month Contractor shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Town’s Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

Town shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor’s correct and undisputed invoice. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Contractor for correction and resubmission.

## 2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

### 3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

### 3.4 Inspection and Final Acceptance.

Town may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. Town shall reject or finally accept Contractor's work within forth five (45) days after submitted to Town. Town shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. Town's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by Town shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.



officials, officers, employees or agents of Town. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### 4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Town Manager of Town. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by Town to the Contract Officer. Unless otherwise specified herein, any approval of Town required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Town Manager, to sign all documents on behalf of the Town required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Contractor.

Neither the Town nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Town shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

### 5.1 Insurance Coverage.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of Town:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the Town against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the Town submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

### 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Town, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Town or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Town, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30)

days prior written notice by certified mail return receipt requested to the Town. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

All certificates shall name the Town as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] \_\_\_\_\_  
Contractor Initials

Town, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by Town. At the option of Town, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Town or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3. .

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to Town.

### 5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnors”), or arising from Contractor’s reckless or willful misconduct, or arising from Contractor’s indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Town, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Town, its officers, agents, and employees harmless therefrom;

(c) In the event the Town, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Town, its officers, agents or employees, any and all costs and expenses incurred by the Town, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify Town hereunder therefore, and failure of Town to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of Town’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Town’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

#### 5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to Town performance bond in the sum of the amount of this Agreement, in the form provided by the Town Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

#### 5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of Town ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the Town Council of Town within 10 days of receipt of notice from the Risk Manager.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### 6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Town and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to Town, and access shall be provided by Contractor's successor in interest.

#### 6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the Town is greatly concerned about the cost Yucca Trail Safety Study

of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Town’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Town for all damages resulting therefrom.

### 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Town Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Town notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then Town shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify Town should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena,

notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

### 7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in San Bernardino.

### 7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the Town may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the Town shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Town may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the Town may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Town to give notice of the Contractor's default shall not be deemed to result in a waiver of the Town's legal rights or any rights arising out of any provision of this Agreement.

### 7.3 Retention of Funds.

Contractor hereby authorizes Town to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of

Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Town as elsewhere provided herein.

#### 7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### 7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Town the sum of **Zero Dollars (\$0.000)** as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The Town may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

#### 7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency,

the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### 7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Town may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

#### 7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### 8.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

#### 8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person

having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### 8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

### 8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### 9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication 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, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, TOWN OF YUCCA VALLEY, 57090 Twentynine Palms Highway, Yucca Valley, CA 92284 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

## 9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

## 9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

## 9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the Town Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

## 9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

## 9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**TOWN:**

TOWN OF YUCCA VALLEY, a municipal corporation

\_\_\_\_\_  
Town Manager

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Lona Laymon, Town Attorney

**CONTRACTOR:**

Albert A. Webb Associates

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Bruce Davis, P.E.  
Title: Senior Vice President

By: \_\_\_\_\_  
Name: Scott Webb  
Title: Chief Financial Officer

Address: 3788 McCray Street  
Riverside, CA 92506  
\_\_\_\_\_

Two signatures are required if a corporation.

**NOTE: CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR’S BUSINESS ENTITY.**

Attachment: Contract Services Agreement (1134 : Contract Yucca Trail Traffic Safety & Circulation Analysis)

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

#### OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	
TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	
_____	

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

Attachment: Contract Services Agreement (1134 : Contract Yucca Trail Traffic Safety & Circulation Analysis)

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

#### OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	
TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	
_____	

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

Attachment: Contract Services Agreement (1134 : Contract Yucca Trail Traffic Safety & Circulation Analysis)

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- I. Contractor will perform the following Services:**
- A. Analysis of High Collision Locations
  - B. Recommendations for improvements after sewer project
  - C. Long range Recommendations
  - D.
- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the Town:**
- A. Safety Improvement Plans
  - B. Cost Estimate
  - C.
  - D.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the Town appraised of the status of performance by delivering the following status reports:**
- A. Preliminary Concept Plans
  - B. Preliminary Cost Estimate
  - C.
- IV. All work product is subject to review and acceptance by the Town, and must be revised by the Contractor without additional charge to the Town until found satisfactory and accepted by Town.**
- V. Contractor will utilize the following personnel to accomplish the Services:**
- A. Dilesh Sheth – Director of Traffic and Transportation
  - B. Myung Choo – Senior Engineer
  - C. Nick Keller – Associate Engineer

Yucca Trail Safety Study

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE TOWN OF YUCCA VALLEY**  
**AND ALBERT A. WEBB ASSOCIATES**

Attachment: Contract Services Agreement (1134 : Contract Yucca Trail Traffic Safety & Circulation Analysis)

Yucca Trail Safety Study

**EXHIBIT "C"**  
**COMPENSATION**

**I. Contractor shall perform the following tasks:**

		<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b>A.</b>	<b>Task A</b>	<b><u>\$8,600</u></b>	<b><u>4 Months</u></b>	<b><u>\$ 8,600</u></b>
<b>B.</b>	<b>Task B</b>	<b><u>\$7,500</u></b>	<b><u>4 Months</u></b>	<b><u>\$7,500.</u></b>
<b>C.</b>	<b>Task C</b>	<b><u>\$7,000</u></b>	<b><u>4Months</u></b>	<b><u>\$7,000</u></b>
<b>D.</b>	<b>Task D</b>			

**II. A retention of ten percent (0%) shall be held from each payment as contract retention to be paid as a part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**

**VI. The Town will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**V. The total compensation for the Services shall not exceed \$23,100.00, as provided in Section 2.1 of this Agreement.**

**VI. The Contractor’s billing rates for all personnel are attached as Exhibit C-1.**

Yucca Trail Safety Study

Attachment: Contract Services Agreement (1134 : Contract Yucca Trail Traffic Safety & Circulation Analysis)

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

**I. Contractor shall perform all services timely in accordance with the following schedule:**

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	<u>4 Months</u>	<u>December 2015</u>
B.	Task B	<u>4 Months</u>	<u>December 2015</u>
C.	Task C	<u>4 Months</u>	<u>December 2015</u>
D.	Task D	_____	_____

**II. Contractor shall deliver the following tangible work products to the Town by the following dates.**

- A. Safety Recommendations
- B. Cost Estimate
- C.
- D.

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

Attachment: Contract Services Agreement (1134 : Contract Yucca Trail Traffic Safety & Circulation Analysis)

**SAMPLE**

	Task	Performance Date
1.	Needs Assessment and Timeline (may vary based upon on-site meetings). Includes timeline approval, statistics from current website due, department listing from client.	1-2 weeks from initial timeline meeting
2.	Website Design and Navigation Architecture. Includes main navigation and standards meeting, main navigation and standards worksheet due, pictures due, initial design meeting, initial content meeting, content process meeting, website design comp due to client, initial design feedback meeting, and design approval.	2-3 weeks
3.	Site Development and Module Setup (varies based upon development options). Includes wireframe due	2-3 weeks
4.	Content Development (varies based upon amount of content). Includes content worksheets due, content starts, content development completed, content finalized and approved.	5-6 weeks
5.	Reviews and testing.	2 weeks
6.	Training.	1 week
7.	Final Review and Test.	1-2 weeks
8.	Marketing.	1 week
9.	Go Live.	1 week
	Total (maximum)	21 weeks (22 weeks)

[Put in Phase numbers and approximate dates.]

Yucca Trail Safety Study

## TOWN OF YUCCA VALLEY

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
 Patrick Carroll, Building Official  
**Date:** July 21, 2015  
**Meeting Date:** August 4, 2015

**Subject:** Ordinance No. ; AB 2188; Expedited Permitting Small Residential Rooftop Solar Systems; State Mandate

#### **Recommendation**

That the Town Council introduces the Ordinance, establishing expedited permitting for small residential rooftop solar systems as outlined in AB 2188.

#### **Prior Council Review**

There has been no prior review of this matter.

#### **Executive Summary**

As established in AB 2188, on or before September 30, 2015, every city, in consultation with the local fire department, must adopt an ordinance creating an expedited permitting process for small residential rooftop solar energy systems of 10 kilowatts or less.

#### **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)

#### **Discussion**

Section 65850.5(a) of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems. In furtherance of that objective, Section 65850.5(g)(1) of the California Government Code requires that, on or before September 30, 2015, every city, county, or city and county must adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

The Town, however, needs to adopt the ordinance mandated by Section 65850.5(g)(1). The

attached ordinance is intended to satisfy that requirement. The Ordinance codifies the requirements of Section 65850.5(g)(1), such as accepting and approving applications electronically, adopting a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review, and authorizing the Building Official to administratively approve such applications.

AB 2188 imposes a variety of requirements on local agencies, including the following.

- Adoption of an ordinance to create an expedited, streamlined permitting process for residential rooftop solar energy systems of 10 kW or less that substantially conforms to recommendations in the most current version of the California Solar Permitting Guidebook.
- Adoption of a permitting checklist to be used for expedited review.
- Publication of the checklist and permitting documentation on the Town’s webpage.
- Allowance for electronic submittal of permit applications.
- Requirement that the Town may only conduct one inspection, in a timely manner, for those projects eligible for expedited review.

AB 2188 allows for local amendment to the checklist based on climatic, geological, seismological or topographic conditions.

The Ordinance and checklist are consistent with the requirements of AB 2188.

The Town Building and Safety and Planning Departments currently expedite the review of such applications by reviewing plans and applications in less than 10 days. The Town by current process already expedites the review of such applications as stated in the California Civil Code, Section 714(a)(2)(B).

*“If an application is not denied in writing within 45 days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information”*

#### **Alternatives**

No recommended alternative other than additional amendment to the checklist.

#### **Fiscal impact**

No significant impact is anticipated.

#### **Attachments**

Solar Permitting Checklist  
League of California Cities FAQs for AB 2188 Implementation  
AB 2188



**ORDINANCE NO.**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE YUCCA VALLEY MUNICIPAL CODE, TITLE 8, ADDING CHAPTER 8.05, IMPLEMENTING AB 2188, PROVIDING AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS.**

WHEREAS, as set forth in Government Code Section 65850(a) it is the policy of the State of California that local agencies encourage the installation of solar energy systems by removing obstacles to, and minimizing the costs of, permitting such energy systems; and

WHEREAS, as set forth in Government Code Section 65850 (g), cities must adopt an ordinance on or before September 30, 2015 that creates an expedited and streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, the ordinance must substantially conform with the recommendations set forth in the California Solar Permitting Guidebook, including the use of a checklist of all requirements that, if complied with, requires cities to approve the application and issue the applied for permits; and

WHEREAS, The Town Council of the Town of Yucca Valley finds that it is in the interest of the health, welfare and safety of the public to provide an expedited permitting process to encourage the effective development of solar technology; and

WHEREAS, the Town Council of the Town of Yucca Valley finds that the Ordinance will have the effect of encouraging the installation of small residential solar energy systems and minimizing barriers, obstacles and costs of obtaining permits for their installation.

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES HEREBY ORDINANCE AS FOLLOWS.

**SECTION 1.** Title 8, Buildings and Construction, of the Yucca Valley Municipal Code, is hereby amended by adding Chapter 8.05, Permitting Procedures For Small Residential Solar Energy Systems, is here by added to read in its entirety as follows.

**SECTION:**

- 8.05.010: Purpose and Intent**
- 8.05.020: Definitions**
- 8.05.030: Small Residential Rooftop Solar System Requirements**
- 8.05.040: Application Review**
- 8.05.050: Electronic Access to Permit Information and Submittals**
- 8.05.060: Inspection**

**8.05.070: Fees****8.05.010 Purpose and Intent.**

A. The purpose and intent of this Chapter is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act, as amended by Assembly Bill 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This Chapter will increase the deployment of residential solar distributed generation, provide solar customers greater installation ease, improve the Town and State's ability to reach its clean energy goals, and generate much needed jobs in the Town and State. The Chapter allows the Town to achieve these goals while protecting public health and safety.

**5.05.020: Definitions:**

The following definitions shall be applicable to the provisions in this Chapter.

- A. "A Feasible Method To Satisfactorily Mitigate Or Avoid The Specific, Adverse Impact" means a method that includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the Town on another similarly situated application in a prior successful application for a permit. The Town shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.
- B. "Reasonable restrictions" means on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.
- C. "Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance" means:
1. For Water Heater Systems or Solar Swimming Pool Heating Systems: An amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars (\$1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.
  2. For Photovoltaic Systems:: An amount not to exceed one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.
- D. "Solar Energy System" means a solar energy system as defined in California Code of

Regulations, Title 24, including but not limited to:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
  2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling or for water heating.
- E. “Small Residential Rooftop Solar Energy System” means a solar energy system which meets all of the following:
1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
  2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the Town; all state, local health and safety standards; and all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
  3. A solar energy system that is installed on a single or duplex family dwelling.
  4. A solar panel or module array that does not exceed the maximum legal building height as defined by the Town of Yucca Valley Development Code.
  5. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the Town, all state and Town health and safety standards, and paragraph 3 of subdivision ( c ) of section 714 of the California Civil Code.
- F. “Specific, Adverse Impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
- G. “Electronic submittal” means the utilization of one or more of the following.
1. Email
  2. Internet
  3. Facsimile

**8.05.030 Small Residential Rooftop Solar System Requirements.**

- A. All small residential rooftop solar energy systems shall comply with the applicable standards and requirements for solar energy systems as set forth in the California Code of Regulations, Title 24.
- B. The small residential rooftop solar system permit process, standard plan(s), and checklist(s), shall substantially conform to the recommendations for expedited permitting, including the checklists and standard plans, contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

**8.05.040 Application Review.**

- A. Upon confirmation that the application is complete, staff shall review the application to ensure that the small residential rooftop solar energy system meets local, state, and federal health and safety requirements. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance. The Building Official may require an applicant to apply for a use permit pursuant to the Town of Yucca Valley Development Code, if the Building Official finds, based on substantial evidence, that the small residential rooftop solar energy system could have a specific, adverse impact upon the public health and safety.
- B. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations within a reasonable time following receipt of a complete application that meets the requirements of the approved checklist, standard plans and this Chapter. Such approval shall not include any necessary approval or permission by a local utility provider to connect the small residential rooftop energy system to the provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.
- C. Staff's approval of an application shall not be based or conditioned on the approval of an association, as defined in California Civil Code § 4080.
- D. All documents required for the submission of a small residential rooftop solar energy system application shall be made available on the publically accessible Town website.
- E. Prior to submitting an application, the applicant shall:
  - 1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based upon the existing electrical system's current use, to carry all new photovoltaic electrical loads.

**8.05.050 Electronic Access to Permit Information and Submittals.**

- B. The Building Official shall make the checklist and all permitting documentation required for a small residential rooftop solar energy system available on a publicly accessible website. The Building Official is authorized to modify the checklist consistent with state law, local regulations, and with changes in industry standards and technology.
- C. Pending software installation, adaptation and security testing, an applicant may submit the application and related documentation for a small residential rooftop solar energy system by electronic submittal, as specified on the Town website. Electronic signatures shall be accepted by the Town on all electronic submittals in lieu of a wet signature, in conformance with California Government Code § 16.5 and 2 California Code of Regulations § 22000 *et seq.*

**8.05.060 Inspections.**

- A. One inspection shall be required and performed by staff for small residential rooftop solar energy systems eligible for expedited review, which shall be done in a timely manner and may include a consolidated inspection by the building official and fire marshal. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however, the subsequent inspection need not conform to the requirements of this Section
- B. The inspection shall be done in a timely manner.

**8.05.070: Fees**

- A. All fees prescribed for the permitting of small residential rooftop solar energy systems must comply with Government Code sections 65950.55, 66015, and 66016, and Health and Safety Code Section 17951.

**Section 2. Severability:** If any provision of this Ordinance or the application thereof to any

person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Town Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

**Section 3. Certification; Publication:** The Town Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the Town of Yucca Valley, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the Town Clerk in accordance with Government Code § 36933.

**Section 4. Effective Date:** This Ordinance shall become effective thirty (30) days from its adoption.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

ATTEST:

\_\_\_\_\_  
TOWN CLERK



# Town of Yucca Valley

## Building & Safety

### ELIGIBILITY CHECKLIST FOR ROOFTOP SOLAR PV FOR ONE AND TWO-FAMILY UNDER 10KW

#### GENERAL REQUIREMENTS

- A. System size is 10 kW AC CEC rating or less  Y
- B. The solar array is roof-mounted on one- or two-family dwelling or accessory structures  Y
- C. The solar panel/module arrays will not exceed the maximum legal building height  Y
- D. Solar system is utility interactive and without battery storage  Y
- E. Permit application is completed and attached  Y
- F. Solar system shall be placed on an approved permitted structure  Y
- G. Site diagram showing the arrangement of panels on the roof or ground, north arrow, lot dimensions and the distance from property lines to adjacent buildings/structures existing & proposed  Y

#### ELECTRICAL REQUIREMENTS (provide a single line diagram to include items A thru E)

- A. No more than four photovoltaic module strings are connected to each Maximum Power Point Tracking (MPPT) input where source circuit fusing is included in the inverter  Y
- 1) No more than two strings per MPPT input where source circuit fusing is not included  Y
- 2) Fuses (if needed) are rated to the series fuse rating of the PV module  Y
- 3) No more than one non-inverter-integrated DC combiner is utilized per inverter  Y
- B. For central inverter systems: No more than two inverters are utilized  Y
- C. The PV system is interconnected to a single-phase AC service panel of nominal 120/220 VAC with a bus bar rating of 225 A or less  Y
- D. The PV system is connected to the load side of the utility distribution equipment  Y
- E. A Solar PV Standard Plan and supporting electrical calculations is completed and attached  Y
- F. Licensed C-10 or C-46 Contractor may prepare & sign PV plans only if they are performing the Work, otherwise plans shall be prepared by a licensed California civil engineer  Y

#### STRUCTURAL REQUIREMENTS

- A. Structural Criteria, pursuant to CBC 1603.1 and supporting documentation is attached  Y
- B. Note on plans, Engineer of Record (EOR) shall provide a structural observation report that identifies any deficiencies that to the best of the structural observer's knowledge have not been resolved pursuant to CBC 1704.5.1  Y
- C. Roof covering shall be Class A, in a non-deteriorated state and no more than 2 roof layers Pursuant to CBC1506.3  Y
- D. Installation of PV racking and standoffs are in compliance with Table 1 & 2 or part 3 of PV Tool Kit for standoff spacing and roof rafter spans  Y

#### FIRE SAFETY REQUIREMENTS

- A. Clear access pathways to the structure is provided  Y
- B. Fire Classification solar system is provided  Y
- C. All required markings, warning signs and labels are provided  Y
- D. A diagram of the roof layout of all panels, modules, 3'-0" clear access pathways and approximate locations of electrical disconnecting means and roof access points is completed and attached  Y
- E. Provide screening or approved alternate to prevent debris from collecting under the panel array  Y

#### Notes:

1. These criteria are intended for expedited solar permitting process.
2. If any items are checked NO, revise design to fit within Eligibility Checklist, otherwise permit application will be subject to the standard process.

Attachment: Solar Permitting Checklist (1125 : Expedited Permitting Small Residential Rooftop Solar Systems Ordinance)



## Frequently Asked Questions

### Implementation of AB 2188 (Muratsuchi)

### Solar Permits and Inspections

These FAQs are provided to assist cities with implementing [AB 2188](#), which amended portions of the [Solar Rights Act of 1978](#) and created new statutes requiring cities to streamline and expedite small residential rooftop solar energy systems. The FAQs are provided for informational purposes only and do not constitute legal advice. Each jurisdiction should consult with its city attorney to gain a complete understanding of AB 2188.

**1. Q: Are all cities required to develop an ordinance to streamline small residential rooftop solar energy system permitting and inspections?**

A: Yes. On or before September 30, 2015, every city, in consultation with the local fire department or district and the utility director, if the city operates a utility, must adopt an ordinance creating an expedited permitting process for small residential rooftop solar energy systems of 10 kilowatts or less.

**2. Q: What is a “small residential rooftop solar energy system”?**

A: A “small residential rooftop solar energy system” means all of the follow:

- Is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal;
- Conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, county, or city and county and [paragraph \(3\) of subdivision \(c\) of Section 714 of the Civil Code](#);
- Installed on a single or duplex family dwelling; and,
- The solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

**3. Q: What must be included in the ordinance?**

A: The ordinance must:

- Be consistent with the goals and intent of [Government Code Section 65850.5 \(a\)](#);
- Create an expedited, streamlined permitting process for small residential rooftop solar energy systems of 10 kilowatts or less; and,

- Substantially conform to the [California Solar Permitting Guidebook](#) adopted by the Governor’s Office of Planning and Research as it relates to the checklist and the expedited permitting process.

**4. Q: Are cities required to create a checklist as part of implementing the expedited permitting process?**

A: Yes. Cities are required to adopt a checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

**5. Q: Can a city adopt an ordinance that modifies the checklist or suggested streamlined permitting process as prescribed in the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research?**

A: Yes. Cities may alter the checklist or deviate from the streamlining process as outlined in the California Solar Permitting Guidebook in order to account for unique local climatic, geological, seismological, or topographical conditions.

**6. Q: Are cities required to post the checklist and required permitting documents on its website?**

A: Yes. A city must post the checklist and required permitting documents on a publically available website unless the city does not have an Internet website.

**7. Q: How are cities required to accept the checklist and required permitting documents?**

A: Cities are required to allow for the electronic submittal of the permit application and all associated documents. “Electronic submittal” means the use of one or more of the following: email, the Internet, and facsimile.

**8. Q: Are cities required to accept an electronic signature, in lieu of a wet signature, on all forms, applications, and other documentation required for those eligible for expedited review?**

A: Yes. However, should a city determine it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, it must state the reasons for its inability to accept electronic signatures in the city’s small residential rooftop solar energy expedited review process ordinance.

A city may also want to review [Government Code Section 16.5](#) and [California Code of Regulations, Title 2, Division 7, Chapter 10, starting with Section 22000](#), which pertain to digital signatures.

**9. Q: What constitutes a completed small residential rooftop solar permit application?**

A: An application is deemed complete if it satisfies the information requirements in the checklist, as determined by the city. A city must approve the application and issue all required permits or authorizations once it confirms that the application and supporting documents are complete and meet the requirements of the checklist, and is consistent with the ordinance.

**10. Q: What happens if a city receives an incomplete small residential rooftop solar permit application?**

A: The city must issue a written correction notice detailing all deficiencies in the application and identify any additional information required to be eligible for expedited permit issuance.

**11. Q: Are cities limited in the number of inspections they may require for small residential rooftop solar energy systems eligible for expedited review?**

A: Yes. In most cases a city may only perform one inspection. The inspection may include a consolidated inspection with multiple inspections occurring at the same time. In the event that a city does not have an agreement with a local fire authority to conduct a fire safety inspection on behalf of the fire authority, the fire authority may require a separate fire safety inspection.

If the applicant fails the inspection, a subsequent re-inspection may take place. However, the re-inspection process is not required to conform to the restrictions placed on the initial inspection.

**12. Q: Is there a specified timeline for completing the inspection?**

A: No. The inspection need only occur in a “timely manner.”

**13. Q: Can a city conditionally approve a solar energy system permit on the approval by a homeowners association or similar association?**

A: No. A city may not conditionally approve any solar energy system permit on the approval by an association, as defined by [Civil Code Section 4080](#).



*California*  
LEGISLATIVE INFORMATION

**AB-2188 Solar energy: permits.** (2013-2014)

**Assembly Bill No. 2188**

CHAPTER 521

An act to amend Section 714 of the Civil Code, and to amend Section 65850.5 of the Government Code, relating to solar energy.

[ Approved by Governor September 21, 2014. Filed with Secretary of State September 21, 2014. ]

LEGISLATIVE COUNSEL'S DIGEST

AB 2188, Muratsuchi. Solar energy: permits.

(1) Existing law provides that it is the policy of the state to promote and encourage the use of solar energy systems, as defined, and to limit obstacles to their use. Existing law states that the implementation of consistent statewide standards to achieve timely and cost-effective installation of solar energy systems is not a municipal affair, but is instead a matter of statewide concern. Existing law requires a city or county to administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Existing law requires a solar energy system for heating water to be certified by the Solar Rating Certification Corporation or another nationally recognized certification agency.

This bill would specify that these provisions address a statewide concern. The bill would additionally require a city, county, or city and county to adopt, on or before September 30, 2015, in consultation with specified public entities an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems, as specified. The bill would additionally require a city, county, or city and county to inspect a small residential rooftop solar energy system eligible for expedited review in a timely manner, as specified. The bill would prohibit a city, county, or city and county from conditioning the approval of any solar energy system permit on approval of that system by an association that manages a common interest development. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications to be certified by an accredited listing agency, as defined.

Because the bill would impose new duties upon local governments and local agencies, it would impose a state-mandated local program.

(2) Existing law prohibits any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing document from effectively prohibiting or restricting the installation or use of a solar energy system. Existing law exempts from that prohibition provisions that impose reasonable restrictions on a solar energy system that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance. Existing law defines the term "significantly," for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 20% of the cost of the system or decreasing the efficiency of the solar energy system by an amount exceeding 20%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed \$2,000 over the system cost or a decrease in system efficiency of an amount exceeding 20%, as specified. Existing law requires a solar energy system for heating water subject to the provisions described above to be certified by the Solar Rating Certification

Attachment: AB 2188 (1125 : Expedited Permitting Small Residential Rooftop Solar Systems Ordinance)

Corporation or another nationally recognized certification agency.

This bill would instead define the term "significantly," for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 10% of the cost of the system, not to exceed \$1,000, or decreasing the efficiency of the solar energy system by an amount exceeding 10%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed \$1,000 over the system cost or a decrease in system efficiency of an amount exceeding 10%, as specified. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications subject to the provisions described above to be certified by an accredited listing agency, as defined.

(3) Existing law requires an application for approval for the installation or use of a solar energy system to be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property and prohibits the approver from willfully avoiding or delaying approval. Existing law requires the approving entity to notify the applicant in writing within 60 days of receipt of the application if the application is denied, as specified.

The bill would instead require the approving entity to notify the applicant in writing within 45 days of receipt of the application if the application is denied, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

### **SECTION 1.** The Legislature finds and declares all of the following:

(a) In recent years, the state has both encouraged the development of innovative distributed generation technology and prioritized the widespread adoption of solar power as a renewable energy resource through programs such as the California Solar Initiative.

(b) Rooftop solar energy is a leading renewable energy technology that will help this state reach its energy and environmental goals.

(c) To reach the state's Million Solar Roofs goal, hundreds of thousands of additional rooftop solar energy systems will need to be deployed in the coming years.

(d) Various studies, including one by the Lawrence Berkeley National Laboratory, show that, despite the 1978 California Solar Rights Act, declaring that the "implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair ... but is instead a matter of statewide concern," the permitting process governing the installation of rooftop solar energy systems varies widely across jurisdictions and, contrary to the intent of the law, is both an "obstacle" to the state's clean energy and greenhouse reduction goals and a "burdensome cost" to homeowners, businesses, schools, and public agencies.

(e) The United States Department of Energy, through its SunShot Initiative, has distributed millions of dollars in grants to local and state governments, including California jurisdictions, and nonprofit organizations to reduce the costs of distributed solar through streamlined and standardized permitting.

(f) A modernized and standardized permitting process for installations of small-scale solar distributed generation technology on residential rooftops will increase the deployment of solar distributed generation, help to expand access to lower income households, provide solar customers greater installation ease, improve the state's ability to reach its clean energy goals, and generate much needed jobs in the state, all while maintaining safety standards.

### **SEC. 2.** Section 714 of the Civil Code is amended to read:

**714.** (a) Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing document, as defined in Section 4150 or 6552, that effectively prohibits or restricts the installation or use of a

solar energy system is void and unenforceable.

(b) This section does not apply to provisions that impose reasonable restrictions on solar energy systems. However, it is the policy of the state to promote and encourage the use of solar energy systems and to remove obstacles thereto. Accordingly, reasonable restrictions on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

(c) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities, consistent with Section 65850.5 of the Government Code.

(2) Solar energy systems used for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall also meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(d) For the purposes of this section:

(1) (A) For solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, "significantly" means an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars (\$1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.

(B) For photovoltaic systems that comply with state and federal law, "significantly" means an amount not to exceed one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

(2) "Solar energy system" has the same meaning as defined in paragraphs (1) and (2) of subdivision (a) of Section 801.5.

(e) (1) Whenever approval is required for the installation or use of a solar energy system, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed.

(2) For an approving entity that is an association, as defined in Section 4080 or 6528, and that is not a public entity, both of the following shall apply:

(A) The approval or denial of an application shall be in writing.

(B) If an application is not denied in writing within 45 days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

(f) Any entity, other than a public entity, that willfully violates this section shall be liable to the applicant or other party for actual damages occasioned thereby, and shall pay a civil penalty to the applicant or other party in an amount not to exceed one thousand dollars (\$1,000).

(g) In any action to enforce compliance with this section, the prevailing party shall be awarded reasonable attorney's fees.

(h) (1) A public entity that fails to comply with this section may not receive funds from a state-sponsored grant or loan program for solar energy. A public entity shall certify its compliance with the requirements of this section when applying for funds from a state-sponsored grant or loan program.

(2) A local public entity may not exempt residents in its jurisdiction from the requirements of this section.

**SEC. 3.** Section 65850.5 of the Government Code is amended to read:

**65850.5.** (a) The implementation of consistent statewide standards to achieve the timely and cost-effective

installation of solar energy systems is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern. It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of solar energy systems, including, but not limited to, design review for aesthetic purposes, and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install solar energy systems. It is the policy of the state to promote and encourage the use of solar energy systems and to limit obstacles to their use. It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

(b) A city or county shall administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install a solar energy system shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the solar energy system will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city or county makes a finding, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety, the city or county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install a solar energy system unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install a solar energy system shall be designed to mitigate the specific, adverse impact upon the public health and safety at the lowest cost possible.

(f) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) Solar energy systems for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the California Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(g) (1) On or before September 30, 2015, every city, county, or city and county, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, shall adopt an ordinance, consistent with the goals and intent of subdivision (a), that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, and city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(2) The checklist and required permitting documentation shall be published on a publically accessible Internet Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county shall substantially conform its expedited, streamlined permitting process with the recommendations for expedited permitting, including the

checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook and adopted by the Governor's Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection, except that a separate fire safety inspection may be performed in a city, county, or city and county that does not have an agreement with a local fire authority to conduct a fire safety inspection on behalf of the fire authority. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

(i) A city, county, or city and county shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.

(j) The following definitions apply to this section:

(1) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. A city, county, or city and county shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.

(2) "Electronic submittal" means the utilization of one or more of the following:

(A) Email.

(B) The Internet.

(C) Facsimile.

(3) "Small residential rooftop solar energy system" means all of the following:

(A) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(B) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, county, or city and county and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.

(C) A solar energy system that is installed on a single or duplex family dwelling.

(D) A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

(4) "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code.

(5) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

**SEC. 4.** No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
 Alex Qishta, Project Engineer  
**Date:** July 21, 2015  
**Meeting Date:** August 4, 2015  
  
**Subject:** Contract SR62 Landscape Median Maintenance Services; Desert Green  
 Landscape; Authorization for Contract Services

#### **Recommendation:**

That the Town Council authorizes the Town Manager to enter into a professional services agreement with Desert Green Landscape, with a maximum annual contract value of \$21,398, based upon organizational need and efficiency.

#### **Prior Council Review**

On April 21, 2015 the Town Council authorized the release of the Request for Proposals for median island maintenance.

#### **Executive Summary**

The Town contracts for services in a number of different areas. Contract services can provide not only cost savings, but flexibility in program implementation and in the services that the Town provides. Structured levels of facility and park maintenance are common contract municipal services.

#### **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**

A Request for Proposals (RFP) has been prepared seeking competitive bids for the landscaping maintenance of the median islands on SR 62. The RFP places responsibility upon any potential selected contractor for Caltrans and Town coordination, traffic control, maintenance and irrigation repairs.

The Town Council approved the Request for Proposal, and authorized project bidding, at its meeting of April 21, 2015. On June 18, 2015, the Town received two proposals as follows:

- Desert Green Landscape                      Yucca Valley                      \$21,398
- Mariposa Landscapes Inc.                      Irwindale                      \$18,640

An independent evaluation was performed by staff based on the experience and qualifications of the firms. While the qualifications of both firms were impressive, the experience and qualifications of Desert Green Landscape is best suited for the project.

The following are the areas that will be maintained by the Desert Green Landscape:

- Area 1:              SR 62, Avalon Avenue to Hermosa Avenue
- Area 2:              SR 62, Trojan Lane to SR247
- Area 3:              SR 62, Elk Trail to Cherokee Trail
- Area 4:              SR 62, Airway Avenue to Hilton Avenue

Desert Green Landscape will maintain these areas four (4) times a year, work to include Traffic Control, Caltrans Coordination, and Maintenance of the existing landscape in medians.

**Alternatives**

Do not authorize the Town Manager to enter into the Agreement.

**Fiscal Impact**

The recommended action would result in a maximum annual contract value of \$21,398. The estimated annual in-house approach, through part time non-benefited employees, plus supplies, is estimated at approximately \$46,000 annually. This does not include supervision time and associated costs from the Facility Maintenance Supervisor, payroll time and expenses, and all other support, management and oversight that is required for Town employees. These annual costs will be included into Measure I - 5 Year Plan, Fund 524

**Attachments:**

- Desert Green Landscape Proposal
- Desert Green Landscape Agreement
- Mariposa Landscape Proposal
- April 21, 2015 Town Council Minutes

Desert Green Landscape

1-760-364-3019

1425 Cambria Ave

Yucca Valley, CA

## Compensation

1. Contractor ( Desert Green Landscaping) shall perform the following tasks:

Maintenance on road medians. Maintenance includes: traffic control, trimming, weeding, raking, small irrigation repairs, blow off all work areas. These tasks will be performed every visit. Included in the contracted price is 24 hour emergency service.

### Task & Rates

A. Medians between Joshua Lane & SR 247

Traffic control	\$650.00
Landscape Maintenance	\$787.00
Total	\$1437.00

B. Medians between Airway to Hilton Ave

Traffic control	\$650.00
Landscape Maintenance	\$480.00
Total	\$1130.00

C. Medians between Elk Tr to Cherokee Tr

Traffic Control	\$650.00
Landscape Maintenance	\$612.50
Total	\$1262.50

D. Medians between Avalon Ave to Hermosa

Traffic Control	\$650.00
Landscape Maintenance	\$870.00
Total	\$1520.00

### Scope of Services

1. Contractor ( Desert Green Landscape) will provide the following services for median maintenance:
  - A. Trim complete shrubs & ground cover.
  - B. Remove all dead material from shrubs & ground cover.
  - C. Weed entire median
  - D. Rake entire median
  - E. Repairs to small irrigation.(Replace heads & emitters)
  - F. Blow off all work areas
  - G. Provide 24 hour service for emergencies at the contract price.
2. As part of the services and maintenance provided Desert Green will provide traffic control per Cal Trans encroachment permit. Two medians per day consecutively till project is completed each month required.
3. Per section 6-2 Desert Green Landscape proposes to bid on any unforeseen issues such as, vandalism, theft, vehicle accidents that damage the shrubs, irrigation and/or complete landscape.
4. Desert Green Landscape will provide progression reports on landscape medians and traffic control each month.
5. Desert Green Landscape maintenance crew:
  - A. Jimmy Reed      owner/supervisor
  - B. Tommy Brown Jr    lead-man
  - C. Bob Thompson      Landscape/laborer
  - D. Gaye Wacman      Landscape/laborer
  - E. Kevin Andrades     Landscape/laborer

Desert Green Landscape has 25 years experience in landscape maintenance. Desert Green has performed landscape maintenance on medians for the City of Temecula and City of Elsinore. We are familiar with traffic control and safety. We perform landscape maintenance for both commercial and residential properties. We are specialized in trimming, pruning, weeding, tree removal, irrigation repair and installation.

**PROFESSIONAL SERVICES AGREEMENT**

**By and Between**

**TOWN OF YUCCA VALLEY**

**and**

**DESERT GREEN LANDSCAPE**

**Attachment: Desert Green Landscape Agreement (1126 : Landscape Median Maintenance Contract Authorization)**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE TOWN OF YUCCA VALLEY AND  
DESERT GREEN LANDSCAPE**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 4<sup>th</sup> day of August, 2015 by and between the Town of Yucca Valley, a general law city (“Town”) and Desert Green Landscape (“Consultant”). Town and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”). Consultant

**RECITALS**

A. Town has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the Town to perform those services.

C. Pursuant to the Town’s Municipal Code, Town has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the Town entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For

purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### 1.2 Consultant’s Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids (“Contract Documents”) and the Scope of Service shall include the Consultant’s scope of work in Consultant’s accepted bid proposal (“Accepted Bid”) shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

#### 1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

#### 1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Town, its officers, employees or agents of Town, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Town hereunder.

#### 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the Town of such fact and shall not proceed except at Town’s risk until written instructions are received from the Contract Officer.

#### 1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by Town, except such losses or damages as may be caused by Town's own negligence.

#### 1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

#### 1.8 Additional Services.

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra services, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Town may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

#### 1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

### **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

#### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty One Thousand Three Hundred and Ninety Eight Dollars and Zero Cents Dollars (\$21,398.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

## 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

## 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the Town. Coordination of the performance of the work with Town is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

## 2.4 Invoices.

Each month Consultant shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Town's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice Town for any duplicate services performed by more than one person.

Town may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

## 2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

### ARTICLE 3. PERFORMANCE SCHEDULE

#### 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

#### 3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

#### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.8. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

#### 3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

### ARTICLE 4. COORDINATION OF WORK

#### 4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for Town to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of Town. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify Town of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that Town, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon reassign notice from Town of such desire of Town, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Town Manager. It shall be the Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by Town to the Contract Officer. Unless otherwise specified herein, any approval of Town required hereunder shall mean the approval of the Contract Officer. The Contract

Officer shall have authority, if specified in writing by the Town Manager, to sign all documents on behalf of the Town required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Consultant.

Neither the Town nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Town shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Town to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Town. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Town.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### 5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of Town:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the Town against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the Town submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Town, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Town or its officers, employees or agents shall apply in excess of, and not contribute with Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Town, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the Town. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to

comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

All certificates shall name the Town as additional insured (providing the appropriate endorsement) and shall conform to the following “cancellation” notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] \_\_\_\_\_  
Agent’s Initials

Town, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Any deductibles or self-insured retentions must be declared to and approved by Town. At the option of Town, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Town or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant’s activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant’s indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to Town.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs,

penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnors”), or arising from Consultant’s reckless or willful misconduct, or arising from Consultant’s or indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the Town, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the Town, its officers, agents, and employees harmless therefrom;

(c) In the event the Town, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the Town, its officers, agents or employees, any and all costs and expenses incurred by the Town, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify Town hereunder therefore, and failure of Town to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of Town’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Town’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

In addition, Consultant agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Consultant under this Agreement, and of which the Consultant is not the patentee or assignee or has not the lawful right to sell the same.

#### 5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### 6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Town and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to Town, and access shall be provided by Consultant’s successor in interest.

#### 6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

#### 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this

Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the Town's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein.

All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Town for all damages resulting therefrom.

#### 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Town Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Town notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then Town shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify Town should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

### 7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in San Bernardino County.

### 7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Town may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the Town shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the Town may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the Town may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Town to give notice of the Consultant's default shall not be deemed to result in a waiver of the Town's legal rights or any rights arising out of any provision of this Agreement.

### 7.3 Retention of Funds.

Consultant hereby authorizes Town to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

### 7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this

Agreement. Acceptance by Town of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Town, except that where termination is due to the fault of the Town, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Town may, after compliance with the provisions of Section 7.2, take over the work

and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

#### 7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### 8.1 Non-liability of Town Officers and Employees.

No officer or employee of the Town shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

#### 8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

No officer or employee of the Town shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

#### 8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of,

any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

#### 8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

### ARTICLE 9. MISCELLANEOUS PROVISIONS

#### 9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication 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, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, TOWN OF YUCCA VALLEY, 57090 Twentynine Palms Highway, Yucca Valley, California 92284 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

#### 9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### 9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### 9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the

Consultant and by the Town Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**TOWN OF YUCCA VALLEY:**

\_\_\_\_\_

\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_

\_\_\_\_\_, Town Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_

\_\_\_\_\_, Town Attorney

**CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Two signatures are required if a corporation.**

**NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF**

**INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

**Attachment: Desert Green Landscape Agreement (1126 : Landscape Median Maintenance Contract Authorization)**

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

#### OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	
TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	
_____	

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

Attachment: Desert Green Landscape Agreement (1126 : Landscape Median Maintenance Contract Authorization)

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

#### OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	
TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	
_____	

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

Attachment: Desert Green Landscape Agreement (1126 : Landscape Median Maintenance Contract Authorization)

**EXHIBIT "A"****SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
- A. Provide Traffic Control and Maintenance for SR62 Median at Joshua Lane
  - B. Provide Traffic Control and Maintenance for SR62 Median between Hilton and Airway
  - C. Provide Traffic Control and Maintenance for SR62 Median between ELK Trail and Cherokee Trail
  - D. Provide Traffic Control and Maintenance for SR62 Median between Avalon and Hermosa.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:**
- A. Traffic Control
  - B. Maintenance of landscape ( trimming, weeding, rsaking)
  - C. Small irrigation repair
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Town appraised of the status of performance by delivering the following status reports:**
- A. Progression reports on landscape
  - B.
  - C.
- IV. All work product is subject to review and acceptance by the Town, and must be revised by the Consultant without additional charge to the Town until found satisfactory and accepted by Town.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
- A.

SR62 Median Maintenance

**B.**

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

**Attachment: Desert Green Landscape Agreement (1126 : Landscape Median Maintenance Contract Authorization)**

SR62 Median Maintenance

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks at the following rates:**

		<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
A.	<b><u>Traffic Control</u></b>	_____	<b><u>8/4/15 – 8/4/16</u></b>	<b><u>\$10,400.00</u></b>
B.	<b><u>Maintenance</u></b>	_____	<b><u>8/4/15 – 8/4/16</u></b>	<b><u>\$10,998.00</u></b>
C.	_____	_____	_____	_____

**II. A retention of ten percent (0%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

**IV. The Town will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

SR62 Median Maintenance

Attachment: Desert Green Landscape Agreement (1126 : Landscape Median Maintenance Contract Authorization)

- V. The total compensation for the Services shall not exceed \$21,398.00 as provided in Section 2.1 of this Agreement.
- VI. The Consultant’s billing rates for all personnel are attached as Exhibit C-1.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

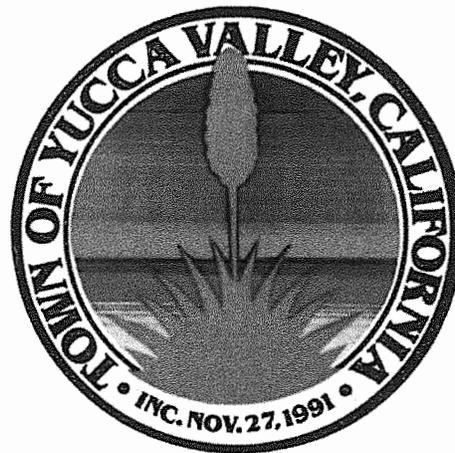
- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the Town Attorney’s office.
- II. Consultant shall deliver the following tangible work products to the Town by the following dates.
  - A. Traffic Control 4 times/year
  - B. Landscape Maintenance 4 times/year
  - C.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

Attachment: Desert Green Landscape Agreement (1126 : Landscape Median Maintenance Contract Authorization)

M A R I P O S A  
L A N D S C A P E S I N C

TOWN OF YUCCA VALLEY

REQUEST FOR PROPOSAL  
FOR  
LANDSCAPE MAINTENANCE ON STATE ROUTE 62 FOR  
RAISED MEDIAN ISLAND MAINTENANCE



Fee Proposal

Bid Due: Thursday, June 18, 2015



TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com  
15529 ARROW HIGHWAY, IRWINDALE, CA 91706 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49

*Blending Nature and Craftsmanship to Create Ultimate Outdoor Settings*

Attachment: Mariposa Landscape Proposal (1126 : Landscape Median Maintenance Contract Authorization)

## Pricing

**Description:** This proposal provides for all labor, material, and equipment to perform landscape maintenance for all medians per specification in Town of Yucca Valley.

**Time:** Project start date is 45 calendar days after acceptance of this proposal.

**Terms:** Annual Contract Billed Quarterly.

**Staffing:** Each quarterly visit will have one Foreman and two Laborers to perform the work. The quarterly work will take approximately three days each time. There will be no sub-consultants used.

**Hourly Rates:** Irrigation Technician - \$45.00 per hour  
Foreman - \$40.00 per hour  
Laborer - \$35.00 per hour  
Material mark-up 15%

Hourly rates are port to port

**Total Lump Sum Yearly Pricing**

**\$18,640.00**



M A R I P O S A  
L A N D S C A P E S I N C

TOWN OF YUCCA VALLEY

REQUEST FOR PROPOSAL  
FOR  
LANDSCAPE MAINTENANCE ON STATE ROUTE 62 FOR  
RAISED MEDIAN ISLAND MAINTENANCE



COPY 1

Bid Due: Thursday, June 18, 2015



TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com  
15529 ARROW HIGHWAY, IRWINDALE, CA 91706 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49  
*Blending Nature and Craftsmanship to Create Ultimate Outdoor Settings*

Attachment: Mariposa Landscape Proposal (1126 : Landscape Median Maintenance Contract Authorization)

## Table of Contents

- 1 Contractor's Employees Resumes
- 2 Client References
- 3 General Business Statement
- 4 Work History
- 5 Supplemental Information
- 6 Professional Services Agreement and Conflict of Interest
- 7 Contractor's Primary and Secondary Offices
- 8 Addendum



## Employee Resumes

### Terry Noriega - President

- 32 years' experience in landscape installation and maintenance.
- Cal Poly Pomona graduate – B.S. in Ornamental Horticulture, 1979.
- California State Contractors License C27 – Landscaping, A - General Engineering.
- Pest Control Advisor - Categories A, B, C, D, E, F, G.
- Qualified Applicator License – Categories A, B, C, D, E, F, H.
- Certified Arborist # WE-1182A.
- Certified Landscape Technician – Maintenance.

### Theresa Lu - Controller

- 25 years experience in Accounting and Business Administration
- B.S. in Accounting from Metropolitan State College, Denver
- Licensed Property & Casualty Insurance

### Larry Rudd – VP Business Development, Quality Control

- B.S., Business Management, University of Phoenix
- California State Contractors License C-27 – Landscaping
- California State Contractors License Class “A” – General Engineering
- Certified Professional Estimator – ASPE
- PLANET Certified Landscape Technician – Turf Maintenance
- PLANET Certified Landscape Technician – Ornamental Maintenance
- PLANET Certified Landscape Technician – Softscape Installation
- PLANET Certified Landscape Technician – Hardscape Installation
- ALCA Sustainable Landscape Certification – Desert Landscape
- Continuing Adult Education Instructor, Cal State Fullerton – 2001-2004, Landscape Contracting & Estimating.

### Antonio Valenzuela – VP of Operations, California

- 23 years' experience in landscape maintenance, and irrigation troubleshooting.
- Qualified Applicator Certificate - Category B.
- Backflow Certification in Los Angeles County.
- Landscape Water Auditor - Cal Poly SLO.
- Certified Landscape Technician – Maintenance.
- Certified Landscape Professional
- Certified Playground Safety Inspector

### Luis Huizar – VP of Operations, Arizona

- 20 years experience in landscape maintenance and construction operations
- Certified Landscape Technician- Irrigation, Maintenance and Irrigation



## Landscape Maintenance Division

### Luis Valenzuela – Landscape Maintenance Division Manager

- 22 years' experience in landscape and construction operations.
- Certified Landscape Technician - Irrigation.
- Qualified Applicator Certificate - Category B.
- International Society of Arboriculture: Certified Arborist # WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

### Nicolas Arzate-Landscape Maintenance Account Manager

- 8 years experience in landscape maintenance
- Qualified Applicator License: Category B
- CVAG Over seeding certificate (Coachella Valley)
- Certified Landscape Technician
- Water Management/CVWD (Coachella Valley Water District, Ewing Irrigation)

### Juan De La Torre – Landscape Maintenance Account Manager

- 23 years experience in the landscape industry
- Qualified Applicator Certificate: Category B
- Certified Landscape Technician: Irrigation
- Pest Control Dealer Designated Agent
- Irrigation Certificate from Rain Bird

### Jaime Garcia – Landscape Maintenance Account Manager

- 18 years experience in the landscape industry
- Qualified Applicator License: Category B, C
- Certified Landscape Technician: Irrigation

### John Mackessy – Landscape Maintenance Account Manager

- 26 years experience in commercial and residential landscape construction and maintenance
- Ornamental Horticulture, Cal Poly Pomona
- California Contractor's License: C-27 –Landscaping
- Qualified Applicator Certificate: Category B
- Certified Landscape Technician: Installation

### Luis Melecio – Landscape Maintenance Account Manager

- 28 years experience in the landscape industry
- Qualified Applicator Certificate: Category B
- Certified Tree Climber
- Certified Irrigation Master Technician
- Certified Landscape Technician: Irrigation



### Juan Montenegro – Landscape Maintenance Account Manager

- 16 years experience in landscape maintenance
- Qualified Applicator License: Category B, C
- Certified Landscape Technician: Ornamental Maintenance, Turf Maintenance and Irrigation
- Certificate – Irrigation Design
- Certificate – Irrigation Troubleshooting
- CVAG Overseeding Certificate

### Andres Perez – Landscape Maintenance Account Manager

- 20 years experience in the landscape industry
- Qualified Applicator License: Category B
- Certified Landscape Technician: Irrigation
- Certificate – Irrigation Design
- Certificate – Irrigation Troubleshooting
- CVAG Overseeding Certificate

### Jesus Ramirez – Landscape Maintenance Account Manager

- 23 years experience in landscape maintenance
- Qualified Applicator License: Category B, C
- Certified Landscape Technician: Ornamental Maintenance, Turf Maintenance
- Certificate – Irrigation Design
- Certificate – Irrigation Troubleshooting
- CVAG Overseeding Certificate

### Jorge Salazar-Landscape Maintenance Account Manager

- 6 years experience in landscape maintenance

## Landscape Construction

### Rich Jensen – Landscape Construction Division Manager

- 29 years experience in landscape installation and maintenance
- Qualified Applicator License: Category B
- Certified Landscape Technician:
- Ornamental Maintenance
- Turf Maintenance



## Tree Care

### Dennis Jones – Tree Care Division Manager

- 15 years experience in arbor care
- B.S. in Urban Forestry, Cal Poly San Luis Obispo
- Qualified Applicators License – Categories B, C, F
- Certified Arborist: International Society of Arboriculture: # WE-5700A
- Certified Tree Safety Professional: #843
- Notary Public

### Gulliver Erickson – Tree Care Account Manager

- 23 years experience in arbore care
- International Society of Arboriculture – Certified Arborist: WE 10288A
- Tree Care Industry Association-Tree Care Specialist: 06/19/2013
- Tree Care Safety Professional - #1528
- Tree Management Institute – Urban Tree Management : Growing Trees In Less Water Seminar
- Power Training Services – Tree Trimming Close to Live High Voltage, # CA00470

### Orlando Baeza – Irrigation Technician

- 12 years experience
- Certified Tree Care Professional - #01526
- Electrical Hazards Awareness Program
- Tree Care Industry Associate- Ground Operations Specialist
- First Aid Certificate

## Estimating

### Robert Austin - Chief Estimator

- 27 years experience in landscape installation and maintenance
- California Certified Nurseryman
- Landscape Architecture Certificate - U.C.L.A
- Certified Landscape Technician – Installation
- Qualified Applicator License – Category B
- Certified Arborist # WE-5400A

### Joshua Cho – Estimator

- 25 years experience in landscape maintenance, construction and design
- B.S. in Landscape Architecture, Cal Poly Pomona
- Landscape Designer
- Notary Public



## References

### Rancho Mirage

City of Rancho Mirage	Contract Size
69-825 Highway 111	\$203,100 year
Rancho Mirage, CA 92270	2008-Current
Contact: Bill Oppenheim 760-343-0561	

### Coachella

City of Coachella	Contract Size
1515 6th Street	\$238,608 year
Coachella, CA 92236	2011-Current
Contact: Lyn Germain 760-398-5711 x 178	

### West Covina

City of West Covina	Contract Size
1444 West Garvey Avenue	\$181,296 year
West Covina, CA 91790	2004-Current
Contact: Mike Randazzo 626-939-8458	

### Placentia

City of Placentia	Contract Size
401 E. Chapman Ave.	\$769,975 year
Placentia, CA 92870	1993-Current
Contact: Joe Najera 714-238-2426	

### Rancho Cucamonga – Multiple Contracts

City of Rancho Cucamonga	Contract Size
9153 9th Street	\$1,164,213 year
Rancho Cucamonga, CA 91730	1993-Current
Contact: Steve Relph 909-477-2730 x 4116	



June 18, 2015

Town of Yucca Valley  
57090 29 Palm Highway  
Yucca Valley, CA 92284

RE: Request for Proposal for Landscape Maintenance on State Route 62 for Raised Median Island Maintenance

Thank you for the opportunity to submit a proposal for the Town of Yucca Valley. Mariposa Landscapes, Inc. looks forward to the competitive process and hopes to be the successful bidder.

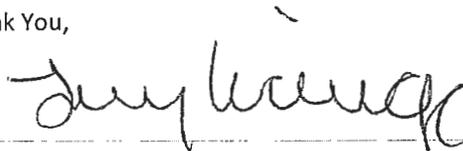
For over 30 years, we have been in business providing similar services for other cities and counties. Our depth of knowledge and level of experience in our management and supervisory personnel is unmatched by our competitors. Our area of operation is the entire Southern California area where we maintain numerous cities, counties, municipalities, government agencies, and private entities. We have over 500 employees and are able to provide the landscape maintenance services that the County of Los Angeles requires and needs.

Our many successful years of experience in providing similar landscape maintenance services for the public entities, enables us to be the most responsive and responsible firm who will be committed to providing the best level of service for the Town of Yucca Valley.

We have thoroughly reviewed all the site conditions. Our price reflects all the necessary labor, equipment, and material to perform this work. All work will be performed in strict accordance with the specifications of the RFP. We look forward to being the successful contractor in this proposal selection process.

Contacts name: Robert Austin, Chief Estimator  
Phone: (626) 960-0196 Ext. 319 ♦ Fax: (626) 960-8477  
Contacts Email: robert@mariposa-ca.com

Thank You,



Terry L. Noriega, President



TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com  
15529 ARROW HIGHWAY, IRWINDALE, CA 91706 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49  
*Blending Nature and Craftsmanship to Create Ultimate Outdoor Settings*

Attachment: Mariposa Landscape Proposal (1126 : Landscape Median Maintenance Contract Authorization)

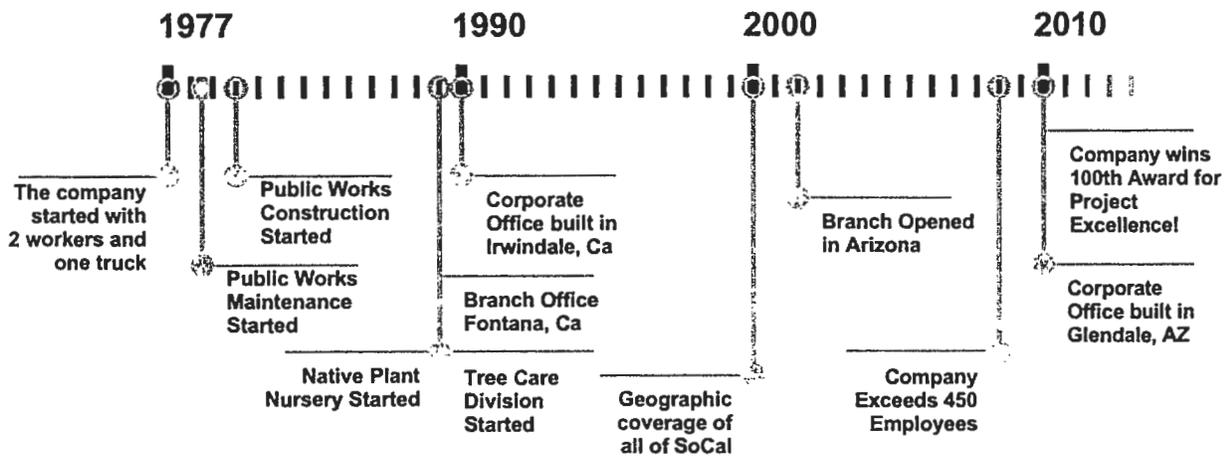
## Company Experience and History

### *Ownership and Corporate History of the Company*

Mariposa Landscapes, Inc. has been in business since 1977 and is licensed in two states. Originally incorporated under different corporate structure, it was re-incorporated in 1989 as Mariposa Horticultural Enterprises, Inc. Now the company has incorporated as Mariposa Landscapes in California and Arizona. All ownership has remained the same since 1977.

Mariposa Landscapes, Inc. has not had any cancelled contracts or non-renewed contracts.

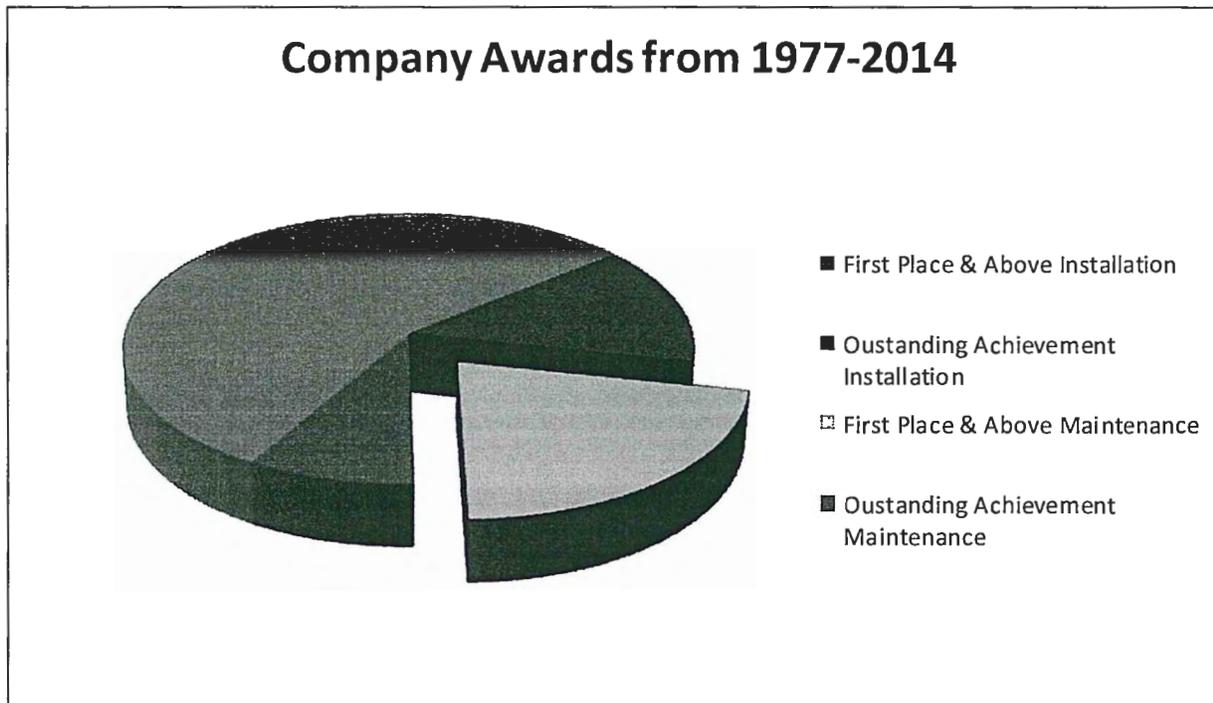
### Mariposa Landscape - over 30yrs of Excellence!



## Supplemental Information:

### Awards and Customer Testimonials

Since 1977 Mariposa has entered projects into industry awards competitions. In these types of competitions the judges and evaluators of the projects entered are competing contractors. Therefore, the standards for excellence are very high. There are 70 project specific and over 100 company awards, so listing them would take over 7 pages. Below is a breakdown of our awards in the last 30-years:



### Some words from our Clients...

*"An excellent job as usual from your company - I've come to expect nothing else from your services."*

Larry McDaniel  
Manager - Maintenance Operations  
Knott's Berry Farm

*"Very responsive and have demonstrated genuine concern for properties & homeowner's concerns."*

Melanie Veach, Property Manager  
Associated Asset Management, Inc.



Attachment: Mariposa Landscape Proposal (1126 : Landscape Median Maintenance Contract Authorization)

## Company Affiliations and Certifications

### We are members of the following organizations:

- CACM (California Association of Community Managers)
- CAI (Community Association Institute)
- BOMA (Building Owners and Managers Association)
- CLCA (California Landscape Contractors Association)
- ISA (International Society of Arboriculture)
- PAPA (Pest Control Applicators Professional Association)
- CAPCA (California Native Plant Society)
- CAN (California Association of Nurserymen)
- ANA (American Nurserymen's Association)
- CNPS (California Native Plant Society)
- Southern California Horticulture Society
- American Society of Professional Estimators
- ALCA (Arizona Landscape Contractors Association)

### Licensing and Certifications

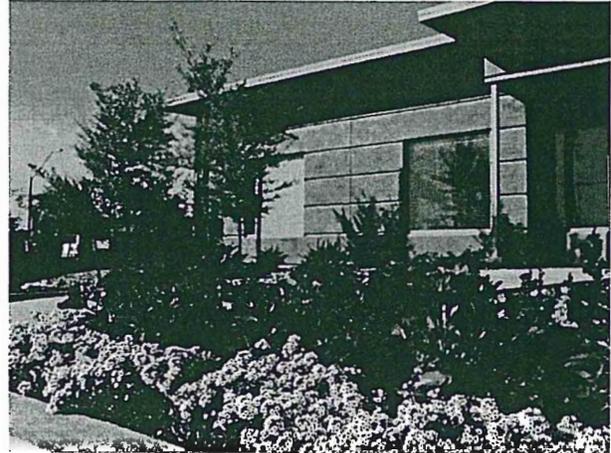
- California Contractor License 592268 C27-Landscaping, Class A-Engineering
- Certified Arborists on staff
- Certified Tree Workers on staff
- Tree Work – Line Clearance Certified
- Tree Work – Line Clearance Certified Instructor
- Certified Playground Equipment Inspectors
- Certified Water Auditor
- Certified Backflow Inspectors
- Licensed Pest Control Company/Pest Control Advisor
- Certified Pest Control Applicators on staff



## Contractor's Primary and Secondary Offices:

### *Office Locations...*

We are your neighbor and conveniently located to service your locations with quick response times for additional and emergency services. Our service yards are centrally located to better service your area. We also have multiple satellite yards throughout Southern California. Our Inland Empire Office is in Fontana.



We have numerous strategically located yards and offices to provide efficient service.

#### **Corporate Headquarters**

15529 Arrow Highway  
Irwindale, CA 91706  
Phone 626 960-0196  
Fax 626 960-8477

#### **North L.A. Ventura Office**

4790 E. Los Angeles Ave.  
Somis, CA 93066  
Phone (800) 794-9458  
Fax 805-386-4140

#### **Orange County Office**

1107 E. Walnut St  
Santa Ana, CA 92701  
Phone 626 960-0196  
Fax 626 960-8477

#### **Palm Springs Office**

78355 Darby Rd  
Bermuda Dunes, CA 92203  
Phone 626 960-0196  
Fax 626 960-8477

#### **San Bernardino County Office**

11093 Almond Avenue  
Fontana, CA 92335  
Phone 909 429-2546  
Fax 909 429-2749

#### **Arizona Office**

7677 N. 67<sup>th</sup> Avenue  
Glendale, AZ 85301  
Phone 623 463-2200  
Fax 623 463-2223



ADDENDUM NO. 1

TO THE  
BID DOCUMENTS  
FOR

LANDSCAPE MAINTENANCE ON STATE ROUTE 62 FOR RAISED MEDIAN ISLAND MAINTENANCE

To: ALL BID DOCUMENT HOLDERS

The RFP documents for this RFP have been amended as follows:

Page 2: *Proposals shall be submitted no later than 2:00 p.m. on Thursday, June 4, 2015. Postmarks and late proposals will not be accepted.*

*Change to: Proposals shall be submitted no later than 2:00 p.m. on Thursday, June 18, 2015. Postmarks and late proposals will not be accepted*

Page 3:

**MANDATORY PRE-PROPOSAL CONFERENCE SCHEDULE**

Time: 9:00 am  
Date: Wednesday, May 13, 2015  
Location: Town of Yucca Valley  
Community Development/Public Works Facility  
58928 Business Center Drive  
Yucca Valley, CA 92284

Change to:

**MANDATORY PRE-PROPOSAL CONFERENCE SCHEDULE**

Time: 9:00 am  
Date: Wednesday, May 27, 2015  
Location: Town of Yucca Valley  
Community Development/Public Works Facility  
58928 Business Center Drive  
Yucca Valley, CA 92284

TOWN OF YUCCA VALLEY  
ENGINEERING DIVISION



Alex Qishta  
Project Engineer

Acknowledgment of Receipt  
ADDENDUM NO. 1

  
Signature of Bidder

Attachment: Mariposa Landscape Proposal (1126 : Landscape Median Maintenance Contract Authorization)

May 5, 2015

To: All Bidders - Town of Yucca Valley Request for Proposal for Landscape Maintenance on State Route 62 for Raised Median Island Maintenance.

From: Alex Qishta, Project Engineer

Subject: Addendum No. 1

Addendum No. 1 is attached. Please sign the attached letter acknowledging receipt of Addendum No. 1 and include it in your bid.

TOWN OF YUCCA VALLEY  
ENGINEERING DIVISION



Alex Qishta, P.E.  
Project Engineer

Planning (760) 369-6575  
Public Works (760) 369-6579  
Building and Safety (760) 365-0099  
Code Compliance (760) 369-6575  
Engineering (760) 369-6575  
Animal Control (760) 365-1807  
Animal Shelter (760) 365-3111  
FAX (760) 228-0084



The Town of  
**Yucca Valley**

COMMUNITY DEVELOPMENT/PUBLIC WORKS DEPARTMENT  
58928 Business Center Dr.  
Yucca Valley, California 92284

Attachment: Mariposa Landscape Proposal (1126 : Landscape Median Maintenance Contract Authorization)

## YUCCA VALLEY TOWN COUNCIL MINUTES

April 21, 2015

the map to the San Bernardino County Recorder for recordation.

4. **Item Pulled**
5. **Authorize** the Town Manager to file a claim with the San Bernardino Associated Governments (SANBAG) for Local Transportation Funds (LTF) in the amount of \$55,306. **Amend** the LTF Fund 516 budget for FY2014-15 to reflect the decrease in revenue to \$55,306 and revise expenditures to accommodate the lower revenue.
6. **Approve** the amendment to Contract No. 14-609 between the County of San Bernardino and the Town of Yucca Valley contracting animal shelter services for a three year contract period to include FY 2015-16, FY 2016-17, and FY 2017-18
7. **Receive and file** the AB1234 Reporting Requirement Schedule for the month of March 2015

Council Member Denison requested to pull Item No. 4 from the Consent Agenda.

Mayor Huntington opened public comment on the Consent Agenda items 2, 3, 5-7. With no members of the public wishing to speak, public comments were closed.

Mayor Pro Tem Leone moved to approve the Consent Agenda items 2, 3, 5-7. Council Member Lombardo seconded. Motion carried 4-0-1 on a roll call vote.

**AYES:** Council Members Denison, Leone, Lombardo and Mayor Huntington  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Council Member Abel

**Item No. 4. Authorization to Release Requests for Proposals  
 SR 62 Median Island Landscape Maintenance**

Deputy Town Manager Stueckle presented the staff report on the item.

Mayor Huntington opened public comments. With no member of the public wishing to speak, public comments were closed.

Council Member Denison inquired on possible long-term cost savings by replacing the existing median island vegetation with stamped concrete. Denison stated he would like to see an analysis of cost for median maintenance.

Mayor Pro Tem Leone would like to keep vegetation in the islands, but use cactus and other desert plants.

**YUCCA VALLEY TOWN COUNCIL MINUTES****April 21, 2015**

Council Member Lombardo inquired if there would be a cost savings with alternative design work and would like to see options before outsourcing maintenance.

Mayor Huntington offered that the current water issues may dictate the median design and concurred with other comments to have an opportunity to review a cost analysis and possible options.

Mayor Pro Tem Leone moved to direct staff to research alternative designs for the landscaped SR 62 Median Islands and bring back to the Town Council for further consideration. Council Member Denison seconded. Motion carried 4-0-1 on a roll call vote.

**AYES:** Council Members Denison, Leone, Lombardo and Mayor Huntington  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Council Member Abel

**DEPARTMENT REPORTS**

- 8. Active Transportation Program (ATP) – Cycle 2, Call for Projects**  
**June 1, 2015 Application Deadline**  
**Safe Routes to Schools Project**  
**Recreational and Multi-Purpose Trail Projects**  
**Trails and Bike Routes Plan**  
**General Plan Policies**  
**Parks and Recreation Master Plan**

Deputy Town Manager Stueckle presented the staff report giving an overview of the Active Transportation Plan with the passing of Senate Bill 99 and Assembly Bill 101. The grant application is due to the California Department of Transportation by June 1, 2015, with funds available to successful applicants after July 1, 2016. Potential Town projects to consider are focused with similarity to the recent Safe Routes to Schools project for sidewalks near area schools.

Deputy Town Manager Stueckle continued by explaining the Town's Trails Plan, enacted by resolution in 2005, and presented challenges as many of the identified trails have right-of-way issues and also infrastructure inadequacies to accommodate recreational trails.

Mayor Huntington opened public comment.

Susan Simmons, Yucca Valley spoke in favor of recreational trails and encouraged the Town Council to begin the planning process to accommodate such trails in the community.

Jennifer Thatcher Finch, Yucca Valley addressed the Town Council with the need of safe bike trails and routes through the community.

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager

**Date:** July 21, 2015  
**Meeting Date:** August 4, 2015

**Subject:** HVAC Equipment Replacement/Upgrade; Community Center/Museum HVAC Controller

#### **Recommendation:**

That the Town Council amends the 2015/2016 fiscal year budget, appropriating \$12,000 from undesignated reserves, authorizes the purchase of HVAC replacement controllers in the amount of \$11,491.82 through existing maintenance service contracts with Honeywell, Inc., authorizing the Town Manager to expend the funds for project implementation, and finding that the purchase is consistent with the Town's purchasing policies as Honeywell, Inc., is under contract to the Town to provide maintenance and services to the Town's HVAC systems.

#### **Prior Council Review**

There has been no prior Town Council review of this item.

#### **Recommendation**

That the Town Council amends the 2015/2016 fiscal year budget, appropriating \$12,000 from undesignated reserves, authorizes the purchase of HVAC replacement controllers in the amount of \$11,491.82 through existing maintenance service contracts with Honeywell, Inc., authorizing the Town Manager to expend the funds for project implementation, and finding that the purchase is consistent with the Town's purchasing policies as Honeywell, Inc., is under contract to the Town to provide maintenance and services to the Town's HVAC systems.

#### **Executive Summary**

Purchases of supplies and services in excess of \$10,000 (\$25,000 for professional services) requires Town Council approval.

#### **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)

**Discussion**

In approximately 1994, the Town contracted with Honeywell for HVAC maintenance at the Community Center. As part of that contract, HVAC controlling software was purchased, and has been controlling the HVAC operations at the Community Center since that time. The software is no longer available, and the IT devices hosting and running the software is also obsolete, and in some circumstances, parts may no longer be available.

The recommended action ties control of the HVAC system for the Community Center building and Museum into Trane Controller installed for the Library in February 2012. Town Hall is a separate system with roof mounted package units that cannot be tied into this system.

The system is web based and can be operated anywhere web access is available, at all times. Two bids were received for the work.

Hi-Desert Air:	\$11,000.00
Honeywell, Inc.	\$11,491.82

While the Hi-Desert Air bid was \$491.82 lower than Honeywell, Honeywell's familiarity with the Town's systems since 1994 as well as with their current maintenance contract, staff believes that Honeywell is better suited to perform these services for the Town.

**Alternatives**

Staff recommends no alternative action. The upgraded controllers are necessary and it is only a matter of time before the existing system no longer functions.

**Fiscal Impact**

The recommended action amends the FY2015-16 Budget by increasing General Fund expenditures by \$12,000 within the Facilities Maintenance department.

**Attachments:**

Quotes  
FY 2015-16 Amended Budget Summary

<b>Honeywell Field Firm Quotation</b>	<b>QS#</b>	<b>0</b>
---------------------------------------	------------	----------

<b>Customer:</b> Yucca Valley	<b>Date:</b> May 26, 2015
<b>Address:</b> 58928 Business Center Dr., Yucca Valley, CA 92284	<b>Phone:</b> 760-401-0133
<b>Job Location:</b> Community Center, Museum	<b>Fax:</b> -
<b>Attention:</b> Jerry McPheeters	<b>Service Rep Name:</b> Les McCann
<b>Email:</b> jmcpheters@yucca-valley.org	<b>Service Rep Signature:</b>
	<b>Service Rep Fax:</b> (714) 242-6865

**Description of Work to be Done:**  
 We will install new Trane control BMS system for the HVAC systems at the Community Center and the Museum to tie into the existing TraneTracker system. We will install new Trane unitary controllers, I/O modules, temp sensors, current transformers, thermostats, control transformers and wiring. We will configure and program new controls. We will check system operation. Exclusions: 120volt power to control transformers, Communication Comm5 wiring from Library to Community Center and Museum ( we will try to use existing wiring).

**Why Required?**  
 Replace old W7600 BMS system.

<b>All for the sum of:</b> \$ 11,491.83	Tax INCLUSIVE	<b>Date:</b> May 26, 2015 <i>All price quotations valid for 30 days</i>
-----------------------------------------	---------------	----------------------------------------------------------------------------

TERMS AND CONDITIONS OF SALE: Honeywell will perform the work quoted above in accordance with its Standard Terms and Conditions, incorporated by reference and available upon request. Terms of payment: 10 days from receipt of invoice. All projects with duration longer than 30 days will be invoiced monthly based on progress of the work. This pricing is conditioned on the work being governed exclusively by terms and conditions listed within; any additional and/or different terms may require additional cost to the quote or Honeywell's withdrawal of our offer to perform this work.

**Customer Approval** *(All quotations must be approved and authorized by customer, in advance, before work can be started)*

**Company Name:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**By:** \_\_\_\_\_ **X** \_\_\_\_\_  
(Authorized Name) PRINT (Signature)

**Tel. No.** \_\_\_\_\_ **Date:** \_\_\_\_\_

**P.O. No.** \_\_\_\_\_ **OR** \_\_\_\_\_

**Credit Card type** \_\_\_\_\_ **Name on Credit Card** \_\_\_\_\_

**Credit Card number** \_\_\_\_\_ **Expiration on Credit Card** \_\_\_\_\_

For immediate repair, sign authorization and return copy to Service Rep, for delayed authorization fax signed copy to: **(714) 242-6865**

**Instructions:** \_\_\_\_\_



# AGREEMENT

E-MAILED  
*[Signature]*  
3/19/14

HEATING - AIR CONDITIONING (760) 365-7155 56460 - 29 Palms Hwy., Ste. B, Yucca Valley, CA 92284

**BILL TO:** \*\*Town of Yucca Valley\*\* March 19, 2014  
**FAX TO / MAIL TO:** Attention ~ Jerry McPheeters ~ [jmcpheeters@yucca-valley.org](mailto:jmcpheeters@yucca-valley.org)  
**JOB LOCATION / PROPERTY:** Community Center & Musuem ~ Town Hall ~ Yucca Valley, CA 92284

This AGREEMENT made the day and year herein below set forth by and between HI-DESERT AIR INC., hereinafter called "Seller" and the undersigned Buyer hereinafter called "Buyer".  
WITNESSETH, that in consideration of the covenants and conditions hereinafter set forth, the parties hereto agree as follows:

**First: Seller hereby sells to Buyer and Buyer hereby purchases from seller the following.**  
Provide and install all necessary materials & control work to install the Controller/Tracker system for the HVAC units for the Community Center & Musuem at Yucca Valley Town Hall (Total of 2 units). To be complete with all necessary materials, approximately 4 days of labor, all necessary materials and labor / complete installation of the Tracker System. **\*\*CONTRACT PRICE: \$11,000.00\*\***

**Second: For furnishing the said equipment and the remaining items specified in paragraph. First hereof to be provided by Seller.**  
Buyer agrees to pay to Seller the sum of : *Eleven thousand dollars & no/100\*\*\** (\$11,000.00) in lawful money of the United States, without offset in accordance with the following payment schedule.

**PAYMENTS TO BE MADE:** 100% upon completion / to be billed\*\*\*

The following shall be performed at the expense of Seller, or letter "S", unless after the item the word Buyer, or letter "B", is inserted in which event Buyer shall provide such item at Buyer's expense.

Delivery: assembly, erection	s	Refrigerant piping	n/a	Low voltage wiring	s
Ductwork	n/a	Ditching	n/a	Concrete (Pre-Fab Slab)	n/a
Duct insulation	n/a	Underground duct	n/a	Framing	n/a
Registers	n/a	Accessory piping	n/a	Gas piping	n/a
Pipe insulation	n/a	Line voltage wirings	s	Condensate piping	n/a
Water piping	n/a	Makeup water piping	n/a	All Painting	n/a

**Warranties:**  
12 Month on materials and workmanship provided by Hi-Desert Air, Inc.

**Third: Buyer and Seller agree that each paragraph, covenant and condition set forth on the reverse side of this agreement is hereby referred to and made a part hereof in all respects with the same force and effect as if each and all of said paragraphs, covenant and conditions were specifically set forth and incorporated verbatim herein.**

\_\_\_\_\_  
\*\*Buyer\*\*

*[Signature]*  
\_\_\_\_\_  
Hi-Desert Air, Inc. Lic. 690899  
Fax: 760/365-2773 or [hidesertair@yahoo.com](mailto:hidesertair@yahoo.com)

**Town of Yucca Valley**  
**Amended Budget**  
**FY 2014-16**  
**General Fund Summary**

	2014-15		2015-16	
	Amended Budget	Adopted Budget	Amended Budget	Proposed Budget
<b>Revenues</b>				
Sales Tax	\$ 3,145,450	\$ 3,318,450	\$ 3,318,450	\$ 3,318,450
Property Tax	4,280,881	4,359,240	4,459,240	4,459,240
Vehicle License Funds	15,000	15,000	15,000	15,000
Franchise/TOT/Interest	975,000	993,000	965,000	965,000
Animal Services	366,900	379,900	379,900	379,900
Community Development	289,750	324,750	324,750	324,750
Administrative/Other	252,717	215,050	215,050	215,050
Community Services	158,000	165,000	165,000	165,000
<b>Total Revenue</b>	<b>9,483,698</b>	<b>9,770,390</b>	<b>9,842,390</b>	<b>9,842,390</b>
<b>Expenditures</b>				
Personnel Services	3,152,725	3,178,010	3,178,610	3,178,610
Contract Safety	3,953,473	4,105,572	4,131,660	4,131,660
Operating Supplies and Services	2,350,557	2,243,592	2,290,717	2,302,717
Contracts and Partnerships	88,000	82,000	102,000	102,000
Capital Projects	96,476	61,700	61,700	61,700
<b>Total Expenditures</b>	<b>9,641,231</b>	<b>9,670,874</b>	<b>9,764,687</b>	<b>9,776,687</b>
<b>Excess (deficiency) of revenues over expenditure</b>	<b>(157,533)</b>	<b>99,516</b>	<b>77,703</b>	<b>65,703</b>
<b>Other Financing Sources (Uses)</b>				
Transfer from DIF- Animal Shelter Facility	54,000	54,000	54,000	54,000
Transfer from Capital Projects Fund-Shelter	-	-	-	-
Transfer from Catastrophic Reserve to 515	-	-	-	-
Transfer to Capital Projects Fund-Infrastructure	(515,000)	(150,000)	(125,000)	(125,000)
<b>Total Other Sources (Uses) of Funds</b>	<b>(461,000)</b>	<b>(96,000)</b>	<b>(71,000)</b>	<b>(71,000)</b>
<b>Increase (Decrease) in Fund Balance</b>	<b>(618,533)</b>	<b>3,516</b>	<b>6,703</b>	<b>(5,297)</b>
<b>Beginning Fund Cash Balance</b>	<b>7,660,274</b>	<b>7,041,741</b>	<b>7,041,741</b>	<b>7,041,741</b>
<b>Ending Fund Balance</b>	<b>7,041,741</b>	<b>7,045,256</b>	<b>7,048,444</b>	<b>7,036,444</b>
<b>Reserve Balance Summary</b>				
Undesignated Reserves	4,741,741	4,820,256	4,823,444	4,811,444
Nonspendable	625,000	560,000	560,000	560,000
Restricted	375,000	365,000	365,000	365,000
Risk Management	200,000	200,000	200,000	200,000
Catastrophic	1,000,000	1,000,000	1,000,000	1,000,000
Other Restricted	100,000	100,000	100,000	100,000
Designated	-	-	-	-
<b>Ending Fund Balance</b>	<b>\$ 7,041,741</b>	<b>\$ 7,045,256</b>	<b>\$ 7,048,444</b>	<b>\$ 7,036,444</b>
<b>Operating Reserves (% of Expenditures)</b>	<b>49%</b>	<b>50%</b>	<b>49%</b>	<b>49%</b>

Attachment: FY 2015-16 Amended Budget Summary (1130 : HVAC Equipment Replacement/Upgrade)

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager

**Date:** July 23, 2015  
**Meeting Date:** August 4, 2015

**Subject:** Wireless Communications Standards, Development Code Chapter 9.44; Table 3-3 of Section 9.31.030, of Article 3, Structures that May Exceed Height Limit, Policy Discussion

**Recommendation:**

That the Town Council receive the report and provide direction to staff as determined necessary.

**Prior Council Review**

There has been no prior review of this matter.

**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)

**Discussion**

The wireless communication facility regulations were enacted to promote minimal visual impact of wireless communication facilities on the community. Through location and design requirements, establishment of Special Design Areas within 5,000 feet on both sides of SR 62, SR 247, Joshua Lane, and Pioneertown Road, or within 500 feet of property zones for residential units with a minimum lot size of one acre or less, the regulations were designed to minimize the visual impact of wireless facilities throughout the community.

Through recent application reviews, Development Code Table 3-3 of Section 9.31.030, of Article 3, *Structures that May Exceed Height Limit*, and based upon legal review, allows wireless communication facilities in commercial land use districts to exceed structure height limits by 50%. This allows 55' wireless communication facilities in commercial land use districts, and

within the 5,000 foot Special Design Areas. Even when designed as trees, water tanks, or other disguised design, these facilities within the Special Design Areas may have undesirable visual impacts upon the community.

**Alternatives**

The Council may provide direction as deemed necessary.

**Fiscal Impact**

NA

**Attachments:**

Development Code Chapter 9.44

Table 3-3 of Section 9.31.030, of Article 3, Structures that May Exceed Height Limit

---

## Chapter 9.44 Wireless Communications Facilities

---

### Sections:

- 9.44.010 – Purpose.
- 9.44.020 – Applicability.
- 9.44.030 – Special Design Areas.
- 9.44.040 – Permitted Zoning Districts.
- 9.44.050 – Review Process.
- 9.44.060 – General Policies
- 9.44.070 – Visual Impact and Screening Standards.
- 9.44.080 – Abandonment.

#### **9.44.010 Purpose.**

The purpose of this section is to provide site selection and general standards applicable to wireless communications facilities, as well as special design standards for Town entry points, scenic corridors, and buffer areas in order to preserve the Town's desert rural neighborhood character and protect and enhance aesthetic and scenic values reflecting the community's image and character consistent with the goals and policies of the General Plan.

#### **9.44.020 Applicability.**

This section identifies regulations applicable Townwide for the location, design, and screening of all wireless communication facilities, including satellite, cellular, paging, and other wireless communication technologies.

#### **9.44.030 Special Design Areas.**

Special Design Areas shall be located within 5,000 feet on both sides of State Highways 62 and 247, Joshua Lane, and Pioneertown Road or within 500 feet of property zoned for residential units with a minimum lot size of one acre or less. . Additional special landscape and architectural treatments shall be given to major Entry Points of the Town.

#### **9.44.040 Permitted Zoning Districts.**

Wireless communications facilities may be permitted in all zoning districts, subject to the reviews specified by Article 2 (Zoning Districts and Development Standards) and further defined in Subsection (9.44.050), Review Process.

**9.44.050 Review Process.**

- A. **Wireless communications facilities within Special Design Areas**, identified in Subsection 9.44.030 (Special Design Areas), except those located on existing structures and natural features in compliance with Subsection 9.44.060 (General Policies) shall be subject to a Conditional Use Permit.
- B. **Wireless communication facilities greater than 30 feet in height** shall be subject to Conditional Use Permit.
- C. **Wireless communication facilities** located on existing structures and natural features less than 30 feet in height shall be subject to a Land Use Compliance Review.

**9.44.060 General Policies**

- A. **General.** Community and neighborhood visual concerns should be considered paramount in the consideration of and selection of wireless communications facilities sites. These concerns should be evaluated in consideration of the goals, policies, and programs of the General Plan and the standards set forth in this section.
- B. **Site Selection and General Standards.** The following standards shall apply to all wireless communications facilities.
  - 1. Within any land use district, wireless communications facilities sites should be located in the following order of preference:
    - a. On existing structures such as buildings, communication towers, water towers, or similar structures. Antennas should be located so that they do not extend above the height or profile of the structure on which they are located. When located on a building or structure, antennas shall be painted and texturized to match the existing building or structure.
    - b. On natural features or topography, located so that structures or antennas, other than whip antennas, do not project above the ridgeline or into the skyline for both community and neighborhood views.
    - c. Outside the Special Design Areas identified in Section 9.44.030 (Special Design Areas).
    - d. Sites otherwise located shall comply with the visual impact and screening requirements in Section 9.44.070 (Visual Impact and Screening Standards).
  - 2. Facilities, including any towers and equipment buildings, should be located to avoid the dominant silhouette on ridgelines. Preservation of viewsheds of surrounding residential development should also be considered in the location and design of facilities.
  - 3. Facilities greater than 30 feet in height shall be subject to Commission review and approval and may be required to provide additional visual mitigation to disguise their appearance to look like a tree, natural feature, building, or other structure. Such designs shall be in scale with the surrounding development or landscaping.

4. Facilities, including equipment buildings, shall be architecturally and visually compatible; including scale, size, and use of similar colors and building materials, with surrounding existing buildings, structures, and uses in the vicinity.
5. Antennas shall not be light reflective and shall not have any sign copy on them, nor shall they be illuminated.
6. Where the result of adding a second facility on an existing tower or monopole is of a less visual impact than what exists and sufficient vertical separation can be provided, sites should be co-located with other wireless communication providers.
7. All sites shall be landscaped or treated with a soil binder to prevent erosion, including wind erosion.
8. Applicants for wireless communications facilities shall submit a certification from an engineer qualified in radiofrequency radiation that the proposed facility complies with the Federal Communications Commission (FCC) Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation and complies with the standards for maximum emissions of radiofrequency radiation of the American National Standards Institute (ANSI)/Institute of Electronics and Electrical Engineers (IEEE) C95.1-1992 and the National Council on Radiation Protection and Measurement (NCRP).
9. A visual simulation and detailed viewshed analyses shall be prepared to demonstrate the compatibility of the proposal with the standards and criteria of this ordinance and with surrounding development and viewsheds.
10. Site location and development shall preserve the pre-existing vegetation, topography, and character of the site as much as possible.
11. Security fencing shall be kept to a minimum and shall be colored or shall be of a design that blends into the character of the existing environment.
12. Access roads shall be limited to 12 feet in width except where the Fire Department requires a greater width. The access road may be paved unless a gravel or other non-paved surface is approved by the Town.
13. Any new parking areas constructed shall be no larger than to accommodate two parking spaces and maneuvering area.
14. The proposed antenna facility will operate in compliance with all applicable Federal safety regulations for such facilities in that the applicant provides documentation to show that their facility will operate below such standards and conditions have been included requiring testing upon installation and operation on the facility.
15. New projects shall be conditioned to ensure the facilities do not cause interference with other utilities or communication infrastructure or services.

16. Existing facilities shall not cause interference or disturbance with other utilities or communication infrastructure or services. If it is determined that existing facilities do cause such interference, operations shall cease until repairs are made or further clearance is granted.

#### 9.44.070 Visual Impact and Screening Standards.

Facilities within Special Design Areas shall comply with the following standards, in addition to the policies in SubSection 9.44.060 (General Policies).

- A. Within Special Design Areas, antennas shall be located on existing buildings, communication towers, water towers, or similar structures; on natural features or topography; or shall be disguised or screened in a manner compatible with the Town's desert rural neighborhood character.
- B. Facilities should be located so that they do not extend above the height or profile of the structure on which they are located. When located on a building or structure, antennas shall be painted and texturized to match the existing building or structure.
- C. Structures or antennas located on natural features or topography, other than whip antennas, should not project above the ridgeline, or into the skyline for both community and neighborhood views. Free-standing monopole and/or lattice towers shall be designed to disguise their appearance, to look like a tree, natural feature, building, or other structure subject to the approval of the Commission. Such designs shall be in scale with surrounding development or landscaping
- D. Free-standing monopole and/or lattice towers shall have a minimum setback of 450 feet from any property zoned for residential units with a minimum lot size of one acre or less. Those facilities designed to disguise their appearance in accordance with Section (C) above shall have a minimum setback of 275 feet from any property zoned for residential units with a minimum lot size of one acre or less. Non mono-pole or lattice tower facilities may be allowed a reduced setback based upon height, dimensions, relation to the built environment or other similar factors.
- E. Sites shall be landscaped to screen buildings, equipment and the base of any towers from surrounding land uses.
- F. Location of equipment necessary to serve the wireless facility may be required to be located away from residentially designated properties and or provide addition design standards to avoid potential impacts to surrounding properties.

#### 9.44.080 Abandonment.

Lawfully erected wireless communication facilities that are abandoned shall be removed promptly from the premises, and no later than 90 days after the discontinuance of use. A wireless communication facility is considered abandoned if it no longer provides wireless communication service. In the case of multiple operators sharing use of a single tower, this provision shall become effective until all users cease operation. Such removal shall be in accordance with proper health and safety requirements. A written notice of the determination of abandonment shall be sent or delivered to the operator of the wireless communication facility. The operator shall have 90 days to remove the facility or provide the Director with evidence that the use has not been discontinued. All abandoned facilities not removed within the 90

day period shall be in violation of the Code and operators of the facility and the owners of the property shall be subject to penalties in accordance with the Town of Yucca Valley Municipal Code.

**9.31.030 Height Regulations and Exceptions**

- A. General Provisions.** The maximum structure height development standards established by the zoning districts may be increased as specified by this section, provided such increase does not conflict with airport safety regulations or approved conditions of approval.
- B. Permitted Structural Height Increases**
  - 1. **Single-Family Dwelling Unit.** Single-family dwelling units in zoning districts that impose a height limitation of 35 feet or less may exceed the height limit by up to 25%, when two side yards of at least 20 feet are provided.
  - 2. **Institutional Structures.** Institutional structures in zoning districts that impose a height limitation of 35 feet or less may exceed the height limit by up to 25%, when the required front, side and rear yards are increased an additional one foot in excess of minimum requirements for each four feet in height above 35 feet.
  - 3. **Miscellaneous Structures.** The maximum structure height specified in a zoning district may be exceeded by no more than 50 percent for structures identified in Table 3-3 (Structures That May Exceed Height Limit), subject to an approved Land Use Compliance Review:

**TABLE 3-3:  
STRUCTURES THAT MAY EXCEED HEIGHT LIMIT**

<ul style="list-style-type: none"> <li>a. Cupolas, domes, skylights, and gables.</li> <li>b. Ornamental towers and spheres.</li> <li>c. Church steeples and towers.</li> <li>d. Flag poles.</li> <li>e. Bird houses.</li> <li>f. Residential chimney, flues, smokestacks, and enclosures.</li> <li>g. Mechanical equipment and its screening.</li> <li>h. Elevator housing.</li> <li>i. Bulkhead and skylights.</li> <li>j. Monuments.</li> <li>k. Barns, silos, grain elevators, , and other farm buildings or structures in Open space, Residential Hillside Reserve, and Rural Living zoning districts.</li> <li>l. Noncommercial antennas up to 65 feet in residential zoning districts.</li> </ul>	<ul style="list-style-type: none"> <li>m. Fire or parapet walls.</li> <li>n. Fire and hose towers.</li> <li>o. Stairway housing.</li> <li>p. Water tanks and water towers.</li> <li>q. Cooling towers, gas holders, smokestacks, or other structures in industrial zoning districts which are required by permitted industrial processes.</li> <li>r. Observation and carillon towers.</li> <li>s. Radio and television station towers.</li> <li>t. Distribution and transmission cables and towers</li> <li>u. Outdoor theater screens.</li> <li>v. Sign spires</li> <li>w. Penthouses.</li> <li>x. Other roof structures and mechanical equipment similar to those listed above.</li> </ul>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------