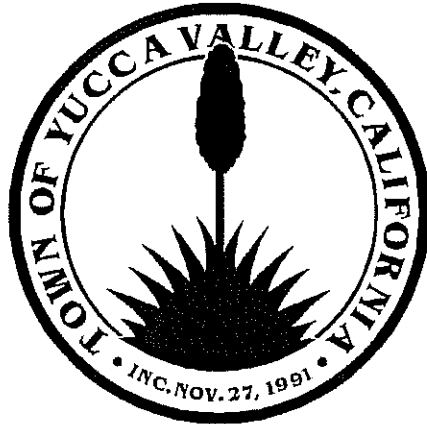


TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING



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

**TUESDAY, JULY 17, 2012  
CLOSED SESSIONS 5:00 P.M.  
YUCCA VALLEY TOWN HALL CONFERENCE ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

**JOINT TOWN COUNCIL/PLANNING COMMISSION: 6:00 P.M.  
YUCCA VALLEY COMMUNITY CENTER  
YUCCA ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

\* \* \* \*

**TOWN COUNCIL**  
*Dawn Rowe, Mayor*  
*Isaac Hagerman, Mayor Pro Tem*  
*Merl Abel, Council Member*  
*George Huntington, Council Member*  
*Robert Lombardo, Council Member*

\* \* \* \*

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

**AGENDA  
MEETING OF THE  
TOWN OF YUCCA VALLEY COUNCIL  
TUESDAY, JULY 26, 2012  
CLOSED SESSION 5:00 P.M.  
JOINT TOWN COUNCIL/PLANNING COMMISSION WORKSHOP 6:00 P.M.  
FOLLOWED BY REGULAR TOWN COUNCIL MEETING**

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

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

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

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

**CLOSED SESSION 5:00 p.m. (PUBLIC COMMENTS WILL BE TAKEN AT TOWN HALL BEFORE THE COUNCIL ADJOURNS TO CLOSED SESSION)**

**CALL TO ORDER**

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

1. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION  
The legislative body is deciding whether or not to initiate litigation pursuant to Government Code Section 54956.9(c). (1 case)

**RECESS TOWN COUNCIL MEETING**

**JOINT TOWN COUNCIL/PLANNING COMMISSION WORKSHOP**

**ROLL CALL: Council Member Abel, Hagerman, Huntington, Lombardo, and Mayor Rowe**

**Commissioner Alberg, Bridenstine, Drozd, Hildebrand, and Chair Humphreville**

**DEPARTMENT REPORTS**

- 2. General Plan Land Use Review

**ADJOURN JOINT WORKSHOP**

**RECONVENE TOWN COUNCIL MEETING**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

Led by Pastor B. J. Huether, Joshua Springs Calvary Chapel

**AGENCY REPORTS**

**Chamber of Commerce**

- 3. Monthly Report for June, 2012

**Hi Desert Water District**

- 4. Water & Wastewater Project Updates.

**APPROVAL OF AGENDA**

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**CONSENT AGENDA**

- 1-12 5. Special Town Council Meeting Minutes of June 26, 2012.

**Recommendation: Approve minutes as presented.**

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

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

- 13-15 7. Monthly Statistical Fire Department Report

**Recommendation: Receive and file the monthly statistical Fire Department Report for June, 2012**

- 16-18 8. AB 1234 Reporting Requirements

**Recommendation: Receive and file the AB1234 Reporting Requirement Schedule for the months of April and May 2012**

- 19-21 9. Resolution appointing new primary Board Member for the Public Agency Risk Sharing Authority of California

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA TO APPOINT TWO REPRESENTATIVES TO THE PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA BOARD OF DIRECTORS

**Recommendation: Adopt the Resolution appointing a Board Member and an Alternate Board Member to the Board of Directors of the Public Agency Risk Sharing Authority of California.**

- 22-35 10. Acceptance of Safe Routes to School (RS2S), \$399,800, Authorize Staff to Proceed with the Project.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE FY 2012-13 BUDGET

**Recommendation: Accept the SR2S grant funds in the amount of \$399,800, and authorize staff to proceed with all phases of the project, including submittal of the Request for Allocation to Caltrans; Authorize Staff to release a Request for Proposal (RFQ/RFP) from qualified consultants for the design, plans, specifications and cost estimates for the project following necessary Caltrans approvals; Approve and authorize the Town Manager as the designated signatory for the SR2S program; and Adopt the Resolution amending the FY 2012-13 Adopted Budget.**

- 36-49 11. Cost-Distribution Agreement, Traffic Signal and Lighting Project EA No. 08-0L690, PLHD Project, Signal Light at SR 62 and Church Street (future)

**Recommendation: Approve the Cost Distribution Agreement between the Town and Caltrans for the traffic signal (future) located at SR 62 and Church Street, and authorize the Town Manager to sign the Agreement**

- 50-63 12. Addendum to the Existing Electrical Maintenance Agreement, Town of Yucca Valley and Caltrans, Traffic Signals and Lighting Project EA No. 08680-5T3000

**Recommendation: Approve the addendum to the Existing Electrical Maintenance Agreement between the Town and Caltrans, and authorize the Town Manager to sign the Agreement**

- 64-91 13. Construction Cooperative Agreement No. 08-1542 with Caltrans, SR 62, La Honda to Dumosa Project, Transportation Congestion Relief Program (TCRP)

**Recommendation: Approve the Construction Cooperative Agreement No. 08-1542, and authorize the Mayor to sign and execute the Cooperative Agreement.**

- 92-101 14. Warrant Register, July 17, 2012

**Recommendation: Ratify the Warrant Register total of \$503,018.64 for checks dated June 28, 2012. Ratify Payroll Registers total of \$318,374.84**

*All items listed on the consent calendar are considered to be routine matters or are considered formal documents covering previous Town Council instruction. The items listed on the consent calendar may be enacted by one motion and a second. There will be no separate discussion of the consent calendar items unless a member of the Town Council or Town Staff requests discussion on specific consent calendar items at the beginning of the meeting. Public requests to comment on consent calendar items should be filed with the Town Clerk/Deputy Town Clerk before the consent calendar is called.*

**Recommendation: Adopt Consent Agenda (items 5-14)(roll call vote)**

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

## DEPARTMENT REPORTS

- 102-107 15. Financing, Disposition and Development Agreement for Affordable Senior Housing Project

Staff Report

**Recommendation:** Receive Update and provide comments regarding potential modification to the FDDA; and Direct Staff to bring back all documents required to support the NCRC application for Tax Credits as part of a July Tax Credit Allocation submittal;

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_.

**POLICY DISCUSSION**

**FUTURE AGENDA ITEMS**

**PUBLIC COMMENTS**

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

**STAFF REPORTS AND COMMENTS**

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

16. Council Member Huntington
17. Council Member Lombardo
18. Council Member Abel
19. Mayor Pro Tem Hagerman
20. Mayor Rowe

**ANNOUNCEMENTS**

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

**Special Town Council Meeting, Tuesday, July 24, 2012, 6:00 p.m.**

**CLOSING ANNOUNCEMENTS**

**ADJOURNMENT**

## Yucca Valley Town Council

### Meeting Procedures

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

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

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

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

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

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

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

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

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



## ACRONYM LIST

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

## COUNCIL COMMITTEE MEETING TIMES

<u>COMMITTEE</u>	<u>REPRESENTATIVE</u>	<u>TIMES</u>	<u>LOCATION</u>
SANBAG	HUNTINGTON ROWE (ALT)	9:30am 1st Wed	San Bernardino
MEASURE I	HUNTINGTON ROWE (ALT)	9:00 a.m. 3rd Fri.	Apple Valley
DESERT SOLID WASTE JPA	HUNTINGTON LOMBARDO (ALT)	10:00am 2nd Thurs Feb, May, Aug, Nov	Victorville
LEAGUE OF CALIFORNIA CITIES DESERT/MOUNTAIN DIVISION	LOMBARDO ROWE (ALT)	10:00am. 4th Fri quarterly	Various Locations
MORONGO BASIN TRANSIT AUTHORITY	ABEL HUNTINGTON ROWE (ALT)	5:00 pm 4th Thurs	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	ABEL ROWE (ALT)	10:00am 4th Mon	Victorville
LEAGUE OF CALIFORNIA CITIES LEGISLATIVE DELEGATE	MAYOR		
SANBAG PLANS AND PROGRAMS (appointed by Sanbag Board)	HUNTINGTON	12:00 p.m. 3 <sup>rd</sup> Wed.	San Bernardino
LEGISLATIVE TEAM	HUNTINGTON ROWE	Proposed for Council Member to work with Town Manager meeting with legislators when necessary.	
FLOOD CONTROL ZONE 6	MAYOR		

Yucca Valley

10:00 a.m. last Thurs.

HUNTINGTON  
HAGERMAN

CITY/COUNTY ANIMAL SERVICES JPA

**AD HOC COMMITTEES**

SENIOR HOUSING

HUNTINGTON  
ROWE

SEWER FINANCING

ROWE  
HAGERMAN

COUNCIL RULES & PROCEDURES

HUNTINGTON  
LOMBARDO

MORONGO UNIFIED SCHOOL DISTRICT

ROWE  
HAGERMAN

AUDIT

**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
JUNE 26, 2012**

**OPENING CEREMONIES**

Mayor Rowe called the meeting to order at 6:14 p.m.

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

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

**PLEDGE OF ALLEGIANCE**

Led by John Babrowski

**INVOCATION**

Led by Pastor Chris Wagner, Joshua Springs Calvary Chapel

**PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS**

**1. Employee of the Year**

Presented to Animal Care and Control Manager Crider.

**AGENCY REPORTS**

**Chamber of Commerce**

**2. Monthly Report for May, 2012**

Outgoing Chamber President Bridenstine and Incoming Chamber President Collins gave the monthly statistical Chamber report for May 2012

Incoming President Collins presented the 2012 Executive Director of the Year award to Town Manager Nuaimi.

She noted that Yucca Valley is largest recipient in the County of workforce development funds.

Hi Desert Water District

**3. Water & Wastewater Project Updates.**

Sarann Graham, Hi Desert Water District Board President, gave the monthly update.

**APPROVAL OF AGENDA**

Council Member Lombardo moved to approve the agenda. Council Member Huntington seconded. Motion carried 5-0.

**CONSENT AGENDA**

4. **Adopt**, Regular Town Council Meeting Minutes of June 5, 2012, as presented.
5. **Waive**, further reading of all ordinances and read by title only.
6. **Receive and file**, monthly Statistical Fire Department Report for May 2012
7. **Receive and file**, AB1234 Reporting Requirement Schedule for the months of April and May 2012.
8. **Authorize**, the Director of Administrative Services to file a claim with the San Bernardino County Associated Governments (SANBAG) for Local Transportation Funds (LTF) in the amount of \$272,647.
9. **Approve**, FY 2012-14 Investment Policy
10. **Approve**, amendments to the Town's Public Art Policy.
11. **Approve**, expenditure of \$24,900 for the continuation of the Town's Heating, Ventilation and Air Conditioning (HVAC) maintenance agreement with Honeywell Building Solutions through June 30, 2013.
12. **Adopt**, Resolution No. 12-15, calling and giving notice of a General Election on November 6, 2012, and Resolution No. 12-16, adopting regulations for candidates.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012

13. **Accept**, Project No. 8348, Church Street Improvements, as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of the Faithful Performance Bond to 10%, direct staff to retain the Labor and Material Bond for six (6) months for Project No. 8348, and adopt Resolution No. 12-17, accepting Church Street, Onaga Trail to Joshua Drive, into the Town's Maintained Road System.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ACCEPTING CHURCH STREET, BETWEEN ONAGA TRAIL AND JOSHUA DRIVE, INTO THE TOWN'S MAINTAINED ROAD SYSTEM

14. **Adopt**, Resolution No. 12-18, approving the plans and specifications for Project No. 8048, Community Center Building Re-Plumbing, and authorize the Town Clerk to advertise and receive bids.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF COMMUNITY CENTER RE-PLUMBING PROJECT IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE TO RECEIVE BIDS

15. **Award**, the construction contract, base bid only, pending final budget adoption, to Western Pavement Solutions, in the amount of \$549,200; and authorize a construction contingency in the amount of \$50,800, for a total contract amount of \$600,000, 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, 2012/2013 Town Wide Slurry Seal Project – Town Project No. 8310.
16. **Adopt**, Resolution No. 12-19, approving the FY 2011-12 General and Special Revenue Fund Amendments identified in the report.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE FISCAL YEAR 2011-12 ADOPTED BUDGET

- 17. **Approve**, formation of the General Plan Advisory Committee, and direct the Town Clerk to advertise for recruitment.
- 18. **Ratify**, Warrant Register total of \$209,981.48 for checks dated May 31, 2012. Ratify Payroll Registers total of \$298,643.45.

**Margo Sturges**, Yucca Valley, commented regarding the Public Art Policy stating it still needs some cleanup and questioned the budget for art.

Council Member Lombardo moved to adopt Consent Agenda Items 4-18. Council Member Abel seconded. Motion carried 5-0.

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

**PUBLIC HEARINGS**

- 19. **FY 2012-13 Proposed Budget Adoption.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING THE BUDGET AND APPROVING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2012 AND ENDING JUNE 30, 2013 AND DESIGNATING THOSE OFFICIALS AUTHORIZED TO MAKE REQUISITIONS FOR ENCUMBRANCES AGAINST APPROPRIATIONS

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ESTABLISHING THE SPENDING LIMITATION FOR FISCAL YEAR 2012-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING POSITIONS AND SALARY SCHEDULE FOR FISCAL YEAR 2012-13

Mayor Rowe opened the public hearing and questioned if any written communications have been received. Town Clerk Anderson advised she has not received any.

Administrative Services Director Yakimow advised that anticipated General Fund revenues total \$9.4 million and current General Fund expenditures total \$9.2 million. The budget includes a recommendation to allocate “surplus” funds in the amount of \$230,000 or about 2.5% of revenues towards the Town’s infrastructure maintenance

deficit and incorporates the strategic planning efforts into the budget development to align priorities. It was noted the goal is to get to the 10% level on road maintenance funding.

Town Manager Nuaimi commented regarding the public safety budget noting the planned school district partnership for the School Resource officer in the amount of \$25,000 the CHP grant award of \$125,000 over three years; and the grant integration – SLESF in the amount of \$100,000 are all assumed in the budget, The deferral of the COWCAP to January 2013 for a savings of \$31,000 is not, but brings the Town closer to being able to fund the Sheriff Service Specialist next year.

Administrative Services Director Yakimow reported regarding the partnership changes and advised that it has been said that the Town was going to cut the amount of the Boys & Girls Club by \$5,000 per year until it is zeroed out, and clarified that that is not going to happen. He explained the funding history of the Contract. Town Manager Nuaimi added that a component of the Community Services program budget that is being cut is the Sunday open play basketball hours for adults, noting that will reduce the amount of hours the Town is using the Club. We have no intention of reducing the funding to zero over a period of time. In addition, at the June 5<sup>th</sup> hearing, Staff was given direction to look at cuts in partnerships at mid-year to see what the Town can do to reinstate the funding.

Administrative Services Director Yakimow advised personnel program changes include the reclassification/promotion of an Administrative Assistant III to Management Analyst/Deputy Town Clerk, an Administrative Assistant II to Administrative Assistant III and Code Compliance Tech to Code Compliance Officer I; there is no COLA again this year; employees continue to pay their full retirement contribution; the RDA allocation for Planning Staff is eliminated so the full funding will come from the General Fund; and there is the addition of one half-time Parks Department position.

Town Manager Nuaimi advised that the Council will be back in July to discuss strategies regarding revenue sources, etc.

Administrative Services Director Yakimow gave an overview of the special revenue funds noting they are all balanced. Town Manager Nuaimi added that Measure I money is the only transportation funding.

**Sam Hadley**, Boys & Girls Club, spoke in opposition to reducing funding to the Club.

**Stacy Hadley**, Yucca Valley, did not wish to speak but expressed opposition to reduced funding for the Boys & Girls Club.

**Syndi Carlson**, Yucca Valley, spoke in opposition to reduced funding for the Boys &



Girls Club.

**Tracy Stockman**, Yucca Valley, spoke in opposition to reduced funding to the Boys & Girls Club.

**Donna Davies**, Yucca Valley, spoke in opposition to reduced funding to the Boys & Girls Club.

**Shannon Luckino**, Yucca Valley, spoke in opposition to reduced funding for the Boys & Girls Club.

Others in opposition to cutting funding to the Boys & Girls Club but not wishing to speak included Kevin Weber, Jack Rarick, and Laurie Klimowicz.

**Margo Sturges**, Yucca Valley, applauded Town employees for not having a COLA and paying the full 8% toward their retirement. Commented that there has never been any RDA funding for roads or maintenance in the Town Budget. She also applauded Mayor Rowe for foregoing medical benefits.

Council Member Lombardo commended staff on what they have done to balance the budget. He challenged the community to write a check to the Boys & Girls Club to help cover the shortfall.

Council Member Hagerman questioned if the entire partnership portion of the budget is 2% of budget. Administrative Services Director Yakimow advised it is a little bit less. Council Member Hagerman commented that with that 2% we either support or assist 11 different organizations, and noted he doesn't see the funding going to the Club as a partnership, but as a facility rental. He questioned if staff sees it as a facilities rental. Town Manager Nuaimi advised that currently for the facilities we rent we are paying average of \$30 to \$35 per hour. Based on the number of hours we use the facility, roughly \$20,000 is for facility use, the balance is for the value of programming and service the club provides to the community.

Shannon Luckino, Yucca Valley, commented that she does understand how difficult it is to do a budget, and knows that quality of life and safety are key issues. This is a quality of life issue.

**Jack Rarick**, Yucca Valley, spoke in opposition to reducing the funding.

There being no one else wishing to speak Mayor Rowe closed the Public Hearing.

Council Member Huntington commented that he has been involved with the Boys & Girls Club since they started, noting it meets social service needs that the Town

requires. Programs cost money and the youth we are looking at in the club don't have that money. They are an underserved group at risk. He advised of the need to improve on our communication to allow these groups to know how much they are going to get each year in advance. He is not adverse to finding \$15,000 in the budget and dividing it among the three groups that have had reduced funding.

Council Member Abel advised he was concerned regarding the decrease in our usage of the club. The club is an excellent return on our investment and he agreed with the idea of reinstating full funding for the Boys & Girls Club and the Chamber of Commerce.

Council Member Hagerman advised it is no secret that outside agencies can do things cheaper, noting he can justify giving the entire \$48,000 per year to the Club just on facility use alone for the basketball program. He proposed that the Club meet with Community Services Director Schooler and the Museum staff to see if they can take on any of the programs to see if we can bridge that \$5,000 gap. He is in favor of keeping the amount at \$48,000.

Mayor Rowe commented that Council Member Huntington suggested looking at funding at mid-year and allowing us to know where we stand at the State level with funding. We have cut everything back in this economic time, and she would also advocate looking at it again at mid-year when know where the budget stands. She cautioned Council regarding allocating that money during this tight budget time. She also agreed that we can do better job of communicating.

Council Member Lombardo commented there are so many unknowns coming from the State that he does think it would be prudent to put off any addition until midyear, and he also agreed we need to communicate better.

Mayor Rowe, commented that there is a need to find additional revenue sources and stated that she does not think it is unreasonable to charge a nominal fee to go into the Museum. Town Manager Nuaimi advised that Museum staff has looked at it and studied the implications of that, however you have a facilities with two doors at opposite ends of the building charging is problematic. He noted that a vast majority of our services are non-revenue generating. Staff will go back and give strategies for funding the \$5,000. Town Manager Nuaimi added that the Museum staff actively goes after grant dollars to defray the costs of their programs.

Council Member Hagerman advised he wants to somehow articulate that we are not cutting other services in community services. Administrative Services Director Yakimow commented the amounts Council is talking about are not material with respect to their impact on reserves etc. If Council's desire is to add additional funding, it is just going to reduce amount between revenues and expenditures.

Mayor Rowe questioned if we would still cut the Sunday gym time even if we reinstate funding at the full \$5,000. Community Services Director Schooler advised that is not a viable program. Town Manager Nuaimi stated the Town of Yucca Valley is still waiting to hear what the property tax is going to be and cautioned that the Assessor is still lowering assessments, which is why we didn't automatically allocate the proposed surplus of \$230,000 to road maintenance yet.

Council Member Huntington commented that the community partnerships were not cut at all this year, just the three contracts, and advised he is not opposed to looking at them at midyear to get the dollars back up.

Administrative Services Director Yakimow stated that one of the comments from the public was that RDA funding was never allocated to be utilized for infrastructure and clarified that RDA funding has been used in our commercial corridor for many years for infrastructure funding.

Council Member Huntington moved to adopt Resolution No. 12-20, approving the Fiscal Year 2012-13 proposed budget, and designating those officials authorized to make requisitions for encumbrances against appropriations; adopt Resolution No. 12-21, establishing the spending limitation for Fiscal Year 2012-13; adopt Resolution No. 12-22, authorizing positions for Fiscal Year 2012-13, and authorizing pay ranges for such positions for Fiscal Year 2012-13, effective with the payroll dated July 20, 2012; approve an amendment to the contract with the San Bernardino County Sheriff's Department, and authorize the Town Manager to sign on behalf of the Town; approve the staff recommendation regarding the public safety budget including the continuation of the FY 2011-12 funding level, with the intent to absorb any potential reduction in hours through grant applications, current grant funding, or specialized task force activity, and direct staff to return at mid-year budget review with an update; approve the staff recommendation for the reservation of fund balance in an amount of \$232,000 to be used in meeting a portion of the Town's infrastructure deficit as part of the FY 2013-14 Infrastructure Plan; and direct staff to return at midyear to discuss funding for the Boys & Girls Club, Chamber of Commerce and DRTA. Council Member Abel seconded. Motion carried 3-2.

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

20. **Annual Assessment Engineer's Report for Previously Formed Street & Drainage and Landscape and Lighting Maintenance Districts, Levying Annual Assessments Upon Real Property Within the Districts**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, CONFIRMING THE 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 TO LEVY AND COLLECT ASSESSMENTS UPON REAL PROPERTY WITHIN SAID DISTRICTS FOR THE 2012-2013 TAX YEAR

Deputy Town Manager Stueckle gave the staff report advising the Town has formed nine (9) 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. With the exception of Street and Drainage Maintenance District 5 which is the Home Depot, the projects have not been constructed, so the Assessment Engineer's report recommends a levy in the amount to recover costs of these districts.

Mayor Rowe opened the Public Hearing and as no one appeared to speak, she closed the hearing.

Council Member Hagerman moved to adopt Resolution No. 12-23, approving and confirming the assessments as set forth in the Engineer's Reports and declare its intent to levy and collect assessments upon real property within the existing districts for the 2012-13 tax year, and authorize the levy of assessments as recommended in the Engineer's Reports. Council Member Lombardo seconded. Motion carried 5-0.

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

## DEPARTMENT REPORTS

### 21. HDWD / Town Water Supply Agreement

Town Manager Nuaimi advised that for the better part of year Town staff has been working with the Water District on a water agreement. The terms necessitate the Town making a deposit of \$400,000 toward the pre-purchase of water. Based upon current usage, the agreement amounts to approximately ten years of usage. The Town would be charged the commodity costs associated with acquiring the supplemental water as well as operational costs associated with delivering it to the parks. The agreement will yield annual savings to the Town in excess of \$40,000 based upon current irrigation expenditures. After publication of agenda we did receive clarification from the District

indicating there is a change required to Section 4(d) to read “if the Town desires to make additional contributions to the supplemental water account in the future, the Parties agree to meet to discuss that possibility at that time”.

**Margo Sturges**, Yucca Valley, commented it sounds like a good investment on the part of the Town for a savings of \$40,000 per year, but questioned if it will pass the requirements of Prop 218.

**Ed Musik**, Yucca Valley, advised that the Town and District have worked on the agreement for a long time and with the amendment the contract will be compliant with Prop 218.

Council Member Hagerman thanked Mr. Muzik, Town Manager Nuaimi, Administrative Services Director Yakimow and Frank Luckino for putting this agreement together, noting it is another good step for the overall benefit of the citizens of the Town.

Council Member Abel questioned if legal counsel is comfortable with the changes. Town Attorney Laymon advised that she is.

Council Member Lombardo commended the Town/Hi Desert Water District partnership.

Council Member Abel moved to approve the Water Supply Agreement between the Town and the Hi-Desert Water District (“District”) as amended; and direct Town staff to return to the Council with the related budget adjustments prior to execution of this transaction. Council Member Hagerman. Motion carried 5-0.

## PUBLIC COMMENT

**Sarann Graham**, Yucca Valley, advised that on July 16<sup>th</sup> the District will be hosting Special Districts here in Yucca Valley. She clarified how the State Revolving Fund works.

## STAFF REPORTS AND COMMENTS

Town Manager Nuaimi thanked Administrative Services Director Yakimow and his staff for all their efforts to get the budget out during a very difficult budget cycle, due to the dissolution of RDAs and the gauntlet the State has made everyone run through. He added the Budget process we went through this year will not be the budget same process we do next year. There were a lot of activities with limited staff and he sent apologies to those organizations for not communicating clearly. The Town appreciates and values having those kinds of resource in the community. He added he appreciates all the input receive from the Council, and thanked the directors for their work. Congratulated Animal Care & Control Manager Crider. Requested

prayers for his father who is going into surgery tomorrow.

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

**22. Council Member Huntington**

Congratulated Animal Care & Control Manager Crider.

Thanked staff for the exceptional job on the budget.

Reported regarding attendance at the SANBAG General Assembly meeting on June 14<sup>th</sup>.

**23. Council Member Lombardo**

Thanked Animal Care & Control Manager Crider for all her hard work for the Town and congratulated her for being selected as Employee of the Year.

Thanked the Hi Desert Water District for working so closely with the Town.

**24. Council Member Abel**

Reported regarding attendance at the June 25<sup>th</sup> Air Quality Management District where they passed their annual budget. He noted they are looking for one health and one engineering hearing board member.

Reported regarding attendance at a meeting of the California Desert Coalition on June 18<sup>th</sup> to discuss placement of wind turbines in the area. He noted the concern is not just the turbines but also the transmission lines associated with them.

Offered prayers for the recovery of Town Manager Nuaimi's father.

**25. Mayor Pro Tem Hagerman**

Congratulated Animal Care & Control Manager Crider for her well deserved award.

**26. Mayor Rowe**

Echoed congratulations to Animal Care & Control Manager Crider.

Commented it has been fun working with the Water District.

Thanked Administrative Services Director Yakimow, Town Manager Nuaimi and staff

for all their work on the budget.

Commended the Concert in the Park noting it was a great show.

**ANNOUNCEMENTS**

Next Town Council Meeting, Tuesday, July 17, 2012, 6:00 p.m.

**ADJOURNMENT**

There being no further business the meeting was adjourned at 8:35 p.m.

Respectfully submitted,

Jamie Anderson, MMC  
Town Clerk



# SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

## June 2012 Summary

### ADMINISTRATIVE MONTHLY REPORT

The County Fire Department responded to a total of 395 requests for assistance within our town boundaries. Division wide responses for the South Desert during the Month of June were 661 incidents.

#### EMERGENCY RESPONSES

**ESTIMATED FIRE LOSS (In dollars)**

Total Loss	\$	71,600	Value	\$	171,600
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**RESPONSES OTHER THAN FIRES**

Fires		7
• 1 Structure Fires		
• 0 Cooking related		
• 1 Vehicle		
• 3 Vegetation Fires		
• 0 Rubbish Fires		
• 2 Burning Outside		
Rupture / Explosion		0
EMS / Rescue		287
Hazardous Condition		5
Service Calls		31
Good Intent Calls		53
False Call		9
Other		0

**ALARMS – ALL TYPES**

Yucca Valley Response Area  
2012 Year-to-Date

TOTAL NON-FIRE RESPONSE.....	2,345
TOTAL FIRE RESPONSES.....	69
TOTAL ALARMS.....	2,414

**Significant Events:**

- Annual budget approved for Fiscal 12/13
- Fire Station 17 – Big River reduced to Paid Call Staffing due tax revenue losses. Personnel moved to fill vacancy positions in other areas of the organization.



## BE PREPARED:

- ▶ Teach kids how to swim. Remember: it does not make them drown proof!
- ▶ Anyone watching the pool should be over the age of 14 and know CPR & First Aid.
- ▶ Teach kids how to dial 9-1-1!
- ▶ Have your pool or spa inspected yearly by a professional.

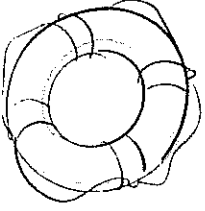


## WHAT DO YOU DO IN AN EMERGENCY?

- ⚡ **YELL FOR HELP** and get the child out of the pool.
- ⚡ **CALL 9-1-1** immediately for emergency medical assistance, if you know CPR perform it until help arrives. If you do not know CPR follow the instructions given by the dispatchers until help arrives.

P.14

# Staying cool this summer shouldn't be a tragic experience.



Read and practice the water safety tips enclosed to make sure your family is water safe.



Community Safety Division

Also visit us on the web:  
[www.sbcfire.org](http://www.sbcfire.org)

For more information contact :  
San Bernardino County Fire Department  
Office of the Fire Marshal  
Community Safety Division  
620 South "E" Street  
San Bernardino, CA 92415-0179  
909-386-8472

## DROWNING FACTS YOU NEED TO KNOW

- ✧ Drowning is the leading cause of death to children under five years of age.
- ✧ A pool or spa is 14 times more likely than a vehicle to cause the death of a child under the age of five.
- ✧ **Drowning is a silent event.** Children under five years of age do not understand the dangers of falling into water and usually do not splash or cry out for help.
- ✧ Most of the children who drowned or nearly drown are last seen in the house or yard, not near the pool or spa.
- ✧ Children can drown in the time it takes to answer the phone or door; children have drowned during surprisingly shorts breaks in visual contact.

## KNOW YOUR ABC'S OF POOL SAFETY



1. **ACTIVE ADULT SUPERVISION:** Designate one person to watch the kids that are in or near the pool or spa. This way no one assumes someone is watching the kids. **EYE TO EYE** contact at all times the children are in the pool.
2. **BARRIERS:** Use layers of barriers as protection between water and children. Have an alarm on the door outside, a fence surrounding the pool with a self locking gate, and a pool cover. Keep furniture away from the fence so children can't climb on it.
3. **PREPARATION:** Take CPR and First Aid courses so in an emergency you can be prepared and possibly save the life of a child. When you're done swimming pick up the toys in and around the pool.

Visit: [www.abcpoolsafety.org](http://www.abcpoolsafety.org) for more tips and info.

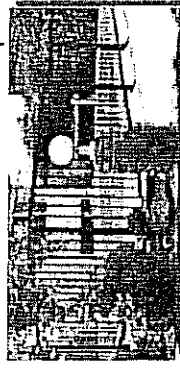
## HUNT FOR HOME HAZARD CHECKLIST INSIDE & OUTSIDE

### **OUTSIDE**

- ✧ A barrier fence that is at least 5 feet high needs to surround the pool.
- ✧ Fences should allow for a clear view of the pool with no vertical opening of more than 4 inches wide.
- ✧ Keep all doors and windows leading to the swimming pool and spa area locked.
- ✧ Never leave children unattended.
- ✧ The fence around the perimeter of the yard needs to have a self-closing and self-latching gate.

### **BATHROOM**

- ✧ Keep toilet seats and lids down.
- ✧ Keep bathroom doors closed.
- ✧ Empty liquids out of any buckets or other containers immediately after use.
- ✧ Drain sinks and tubs immediately after use.
- ✧ Tubs should have a non-slip surface.

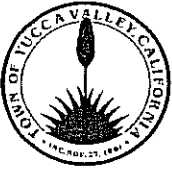


### **KITCHEN**

- ✧ Keep kitchen doors closed.
- ✧ Empty liquids out of any buckets or other containers immediately after use.
- ✧ Drain sinks and tubs immediately after use.

### **GARAGE**

- ✧ Keep washer and dryer lids and doors closed
- ✧ Empty liquids out of any buckets and other containers immediately after use.
- ✧ Drain sinks and tubs immediately after use



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Date: July 10, 2012
For Council Meeting: July 17th, 2012

Subject: AB1234 Reporting Requirements

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

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

Order of Procedure:

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

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

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

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

Reviewed By: [Signature] Town Manager, [Signature] Town Attorney, Admin Services, Dept Head

Department Report, Ordinance Action, Resolution Action, Public Hearing, X Consent, Minute Action, X Receive and File, Study Session

**Alternatives:** None.

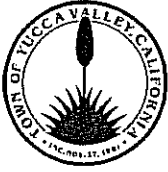
**Fiscal impact:** There is no anticipated financial impact associated with the recommended approval of AB1234 reporting requirements.

**Attachments:** AB1234 Reporting Requirement Schedule

# Town of Yucca Valley

## Councilmember AB1234 Meetings Schedule Month of June 2012

<u>Date of Travel</u>	<u>Organization</u>	<u>Description</u>	<u>Location</u>
<b>Mayor Rowe</b>	YV Chamber of Commerce	Annual Awards Meeting	Pioneertown
<b>Mayor Pro Tem Hagerman</b>	No Reportable Meetings		
<b>Councilmember Abel</b>	No Reportable Meetings		
<b>Councilmember Huntington</b>	YV Chamber of Commerce	Annual Awards Meeting	Pioneertown
<b>Councilmember Lombardo</b>	YV Chamber of Commerce	Annual Awards Meeting	Pioneertown



**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Mark Nuaimi, Town Manager  
**Date:** July 11, 2012  
**For Council Meeting:** July 17, 2012

**Subject:** Resolution appointing new primary Board member for the Public Agency Risk Sharing Authority of California

**Recommendation:** Approve Resolution appointing a Board Member and an Alternate Board Member on the Board Directors of the Public Agency Risk Sharing Authority of California.

**Summary:** The Public Agency Risk Sharing Authority of California ["PARSAC"] requires that each member city provide the names of both a Board Member and an Alternate Board Member to serve as representatives for their respective Town/City. The recommendation is to appoint the new Human Resources Manager as the Primary Board member and retain Curtis Yakimow as the Board Alternate.

**Order of Procedure:**

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

**Discussion:** In order to handle the Town's risk management and insurance matters, the Town of Yucca Valley has participated as a member of PARSAC since July 1, 1992. PARSAC is a joint powers authority which is governed by the member agencies. Each agency selects two representatives to serve on PARSAC's Board of Directors. One representative is the Board Member and the other is the Board Alternate. Most recently, the Town Manager was the Board representative.

Staff recommends the appointment of Debra Breidenbach-Sterling, Human Resources Manager as Board member and retains Curtis Yakimow, Administrative Services Director as Alternate Board Member.

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Reviewed By:   \_\_\_\_\_  
 Town Manager      Town Attorney      Admin Services      Dept Head

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Department Report       Ordinance Action       Resolution Action       Public Hearing  
 Consent       Minute Action       Receive and File       Study Session

**Alternatives:** Accept the recommendation or appoint different people to serve on the Board.

**Fiscal impact:** None.

**Attachments:** Resolution 12-xx

**RESOLUTION NO. 12-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
YUCCA VALLEY, CALIFORNIA TO APPOINT TWO  
REPRESENTATIVES TO THE PUBLIC AGENCY RISK  
SHARING AUTHORITY OF CALIFORNIA BOARD OF  
DIRECTORS**

**WHEREAS**, the Town of Yucca Valley is a party to the Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California ["PARSAC"], as that term is defined by the Joint Powers Agreement, and

**WHEREAS**, pursuant to the Joint Powers Agreement, each Member Agency of PARSAC is required to appoint a Director and an Alternate Director to act in the Director's absence, to represent the Town as if the Town itself were present and acting on the PARSAC Board of Directors for all matters which come before such Board of Directors, and also for the Director to be eligible for serving on the PARSAC Executive Committee;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council hereby appoints [1] Debra Breidenbach-Sterling to serve as its Director on the PARSAC Board of Directors to act on behalf of the Town, a Member Agency of PARSAC, on all matters to come before the Board of Directors as if the Town itself were present and acting at such meeting, and for such Director to be eligible for serving on the PARSAC Executive committee; and appoints [2] Curtis Yakimow, Administrative Services Director upon filling of the position, to continue to serve as Alternate Director in the absence of the Director.

**RESOLVED FURTHER**, that the Town Manager, or a designee, be instructed to inform the Secretary of PARSAC of the above appointments by sending a certified copy of this Resolution to PARSAC's business office.

**APPROVED ADOPTED BY THE Council** of the Town of Yucca Valley this 17<sup>th</sup> day of July 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

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





**Discussion:** Staff submitted a SR2S Application to Caltrans on March 30, 2012. The SR2S program defines eligible projects in the following categories.

- Pedestrian Facilities
- Traffic Calming
- Bicycle Facilities
- Traffic Control Devices

The primary goals of the program are to reduce injuries and fatalities to school children and to encourage increased walking and bicycling amongst students. These goals are primarily implemented by constructing public improvements that improve and enhance safety for pedestrians and bicyclists who walk or bicycle to school.

The grant application included improvements at four school sites. The grant application consists of proposed improvements on Sage, between Onaga Trail and SR 62, consisting of sidewalks, curb, and gutter. Additionally, the application requested funds to replace 6 outdated electronic speed signs at Yucca Valley Elementary School, Onaga Elementary School, and La Contenta Middle School. The electronic components of the existing radar speed signs are outdated and replacement components are no longer available. The following provides a preliminary estimate of probable costs for the project.

Construct 4,500 Linear feet of Curb and Gutter	\$115,000.00
Construct 25,000 square foot Sidewalk	\$200,000.00
PS&E	\$40,000.00
Environmental	\$10,000.00
Pedestrian Crossing Signal at Pubelo Train and Sage Avenue	\$45,000.000
Replacement of outdated School speed limit indicators	\$12,000.00
<b>Total</b>	<b>\$422,000.00</b>

While the grant funded improvements are located on local roadways, the project must still be processed through Caltrans as they are the State designated administrating agency for SR2S funds. The schedule calls for construction to be completed in mid-2013.

**Alternatives:** Staff recommends no alternative actions.

**Fiscal impact:** This cycle of the SR2S program require a 10% local match.

Safe Routes to School Grant:	\$399,800
LTF Fund (Match)	\$50,000
<b>Total:</b>	<b>\$449,800</b>

**Attachments:** Caltrans announcement of award  
Resolution

RESOLUTION NO. 12-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE FY 2012-13 BUDGET

WHEREAS, the Town adopts an annual operating and special revenue budget; and

WHEREAS, from time to time it is necessary to amend the budget based upon changing circumstances; and

WHEREAS, programs and projects are expanded as opportunities become available.

NOW THEREFORE THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY RESOLVES AS FOLLOWS.

**Section 1.** Amend the Fiscal Year 2012-13 Special Revenue Fund budgets as reflected in Exhibit A.

APPROVED AND ADOPTED THIS 17<sup>th</sup> day of July, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

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

FW SR2S Cycle 10 Successful Applications

From: Shane Stueckle  
Sent: Tuesday, July 10, 2012 5:48 PM  
To: Shane Stueckle  
Subject: FW: SR2S Cycle 10 Successful Applications

Dear Local Agency:

Congratulations! Your application has been approved for funding under Cycle 10 of the State-legislated Safe Routes to School (SR2S) Program. The list of approved projects is available on the Local Assistance website at [www.dot.ca.gov/hq/LocalPrograms/saferoutes/sr2s\\_list.htm](http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/sr2s_list.htm). In total, 333 applications were submitted statewide. Each district scored and ranked their applications and selected their most competitive projects up to their funding target from the \$48.5 million approved for FY 2012/13.

All projects included in cycle 10 will be funded with State Highway Account funds. In the event that the State budget has not passed at the time of project approval, the Request for Allocation will be processed after budget approval. However, we encourage you to submit your Request for Allocation immediately or within 6 months of this notification as stated under the new requirements for project delivery and monitoring of the Cycle 10 SR2S Program. To view the complete project list, implementation guidelines, and the quarterly report showing the delivery performance of each project, please visit the Safe Routes to School website at: [www.dot.ca.gov/hq/LocalPrograms/saferoutes/sr2s.htm](http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/sr2s.htm).

Due to the competitiveness of this program, project funds may only be used for the scope of work identified in the application. Any revision to the scope of the project due to insufficient estimates at the time of application will need to be funded through local funds. In addition, if project construction bids come in lower than anticipated, an increase in the scope of work of the project will not be considered. If an agency determines that they need to cancel their projects based on the information provided herein, please notify me in writing immediately.

If you have any other questions, please feel free to contact Savat Khamphou or Sean Yeung.

Sincerely,

Savat Khamphou, PE  
District Local Assistance Engineer  
(909) 383 7131 (office)

Sean Yeung, PE  
STE, Local Assistance  
(909) 383 4030 (office)

Project Id	Caltrans District	Agency Name	Senate District	Assembly District	School Name(s)	Project Location	Project Description	Total Project Cost	SR2S Funds
1 SR2S10-01-Clearlake-1	1	Clearlake	2	1	Burns Valley ES	Austin Rd. between Olive St. and Locust St.	Construct sidewalks, curb and gutter; upgrade crosswalks	\$139,100	\$124,400
2 SR2S10-01-Clearlake-2	1	Clearlake	2	1	Pomo ES	Arrowhead Rd. between Scenic Rd. and Vista St.	Construct sidewalks, curb and gutter; upgrade crosswalks	\$71,000	\$63,900
3 SR2S10-01-Humboldt County-1	1	Humboldt County	2	1	Grant ES, McKinleyville HS	Oak St. between F St. and Campion Rd.; G St. between Willow St. and the ES; Murray Rd./Little Ponds Rd.	Construct raised crosswalk (speed table), raised medians, sidewalks, and curb ramps	\$336,000	\$300,000
4 SR2S10-01-Lake County-1	1	Lake County	2	1	Kelseyville ES, Mountain Vista MS	Koncati Rd. between Cole Creek Br. and Oak Hills Ln.	Construct sidewalks and curb ramps; install crosswalks	\$386,000	\$346,900
5 SR2S10-01-Mendocino County-1	1	Mendocino County	2	1	Calpella ES, The Waldorf School of Mendocino County	Moore Street between Calpella ES and North State St.; North State St. from Moore St. to 750' south of Moore St.	Construct sidewalks, curb and gutter; install 5' bike lane	\$438,500	\$394,500
6 SR2S10-01-Rio Dell-1	1	Rio Dell	2	1	Eagle Prairie ES, Monument MS	Wildwood Ave./Davis St.; Davis St. between 2nd Ave. and 3rd Ave.	Construct sidewalks and bulb-outs; install crosswalks, in-pavement crosswalk lighting, LED signs, and pavement markings	\$169,700	\$152,300
7 SR2S10-02-Plumas County Public Works-1	2	Plumas County	1	3	Quincy-Pioneer ES	SR 70/89 E. Main St. between Redberg Ave. and Mill Creek Rd.	Construct a pedestrian path and bridge, sidewalks, and curb ramps	\$512,000	\$450,000
8 SR2S10-02-Redding-1	2	Redding	4	1	Sequoia MS, Cypress ES	Sequoia St. between Lee St. and Yuba St.; Locust St./Civic Center Dr.	Construct raised medians and pedestrian refuge islands, sidewalks, curb and gutter	\$292,400	\$263,100
9 SR2S10-02-Redding-2	2	Redding	4	1	Shasta Meadows ES	Yana Ave. from Shasta Meadows ES to Yana Ln.	Construct sidewalk and curb ramps	\$122,900	\$110,600
10 SR2S10-02-Shasta County-1	2	Shasta County	4	2	Happy Valley Primary	Oak St. between Scout Ave. and Craig Ln.	Construct multi-use path, sidewalks, and curb ramps	\$480,000	\$432,000
11 SR2S10-03-Citrus Heights-1	3	Citrus Heights	6	5	Mesa Verde HS, Carriage Drive ES, Grand Oaks ES	Antelope Rd. between 180 and Auburn Blvd.	Construct sidewalks, curb and gutter, curb ramps; upgrade bike lanes	\$500,100	\$450,000
12 SR2S10-03-Oroville-1	3	Oroville	4	3	Stanford Avenue School	Oro Dam Blvd. between SR 162 and Sanford Ave.	Construct intersection improvements, sidewalks, curb and gutter, and curb ramps; install crosswalks; minor drainage	\$666,000	\$450,000
13 SR2S10-03-Rancho Cordova-1	3	Rancho Cordova	1	10	Mills MS	Coloma Rd. just east of Chase Dr. at the Mills MS parking lot entrance	Install traffic signals and pedestrian countdown heads; construct curb ramps; upgrade crosswalks	\$354,700	\$270,200
14 SR2S10-03-Rocklin-1	3	Rocklin	4	4	Rocklin ES, Rocklin Academy, Rujhala ES, Rock Creek ES	Race-track Dr. in front of Rocklin ES; S. Grove St./Kannast St.; Blue Oaks Blvd. between Sunset Blvd. and Tall Way	Construct sidewalks and curb ramps; speed feedback trailers	\$501,900	\$450,000
15 SR2S10-03-Sacramento-1	3	Sacramento	6	9	Martin Luther King Jr. Technology Academy, Harmon Johnson ES, Norralo ES	Acacia Ave. between Altos Ave. and Rio Linda Blvd.	Install traffic signal and crosswalks; construct sidewalks and curb ramps	\$672,300	\$450,000
16 SR2S10-03-Sacramento County-1	3	Sacramento County	6	5	Howe Ave ES	Howe Ave. between El Camino Ave. and Red Robin Ln.	Construct 5' sidewalks, curb and gutter, and curb ramps	\$498,800	\$448,600
17 SR2S10-03-Woodland-1	3	Woodland	5	2	Ramon S. Talaya ES, Zamora ES, Freeman ES, Woodland Prairie ES, Rhoda Maxwell ES, C. E. Dingle ES, Douglas MS	Gum Ave. between Joyce Ct. and Farnham Ave.; El Dorado Dr. between Grove Ave. and Cottonwood St.; Cottonwood St./Woodside Dr.; West St. between Woodland Ave. and Beamer St.; Woodland Ave. near Alder Ct.; Matmor Rd. between Gum Ave. and Towse Dr.; Ashley Ave. between Beamer St. and Porter St.; College St. between Cross St. and Lincoln Ave.; Third St./Hays St.	Install traffic signal and speed feedback signs; upgrade crosswalks, signs and striping	\$650,000	\$450,000
18 SR2S10-03-Yuba City-1	3	Yuba City	4	2	King Ave ES	King Ave. between Clark Ave. and Live Oak Blvd.	Widen roadway and install bike lanes; construct sidewalks, curb and gutter, and curb ramps; safety education program	\$531,500	\$450,000

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19 SR2S10-04-Alameda-1	4	Alameda	9	16	Will C Wood MS, Donald D Lum ES	Grand St. between Olis Dr. and Shoreline Dr., Olis Dr. between Grand St. and Sandalwood Isle, Sandcreek Way between Olis Dr. and Willow St	Construct raised medians, bulb-outs, install crosswalk, fencing, signs, striping, and pavement markings, fencing, encourage enforcement	\$308,000	\$276,900
20 SR2S10-04-Alameda County-2	4	Alameda County	10	18, 20	East Ave ES, Hayward HS	East Ave. between E St. and Camino Vista	Construct sidewalks and curb ramps, install crosswalks, speed feedback signs, and in-pavement crosswalk lighting	\$565,000	\$450,000
21 SR2S10-04-Albany-1	4	Albany	9	14	Marin ES	Curtis St. between Marin Ave. and Sonoma Ave. on east side of Marin ES	Install crosswalks, continue existing SR2S educational program	\$471,400	\$419,400
22 SR2S10-04-Berkeley-3	4	Berkeley	9	14	Martin Luther King Jr. MS	Martin Luther King, Jr. Blvd./Hopkins St.	Construct bulb-outs, upgrade (pedestrian) signals, install pedestrian refuge islands, minor drainage, signs, striping, and paint curbs	\$453,900	\$408,400
23 SR2S10-04-Cloverdale-1	4	Cloverdale	2	1	Jefferson ES, Washington School, Cloverdale HS	Cloverdale Blvd. between Garden Cir. and Shahan Dr.; School St. between Cloverdale Blvd. and Jefferson St.; North St. between Cloverdale Blvd. and Jefferson St.; Jefferson St. between School St. and Champlain Ave.	Construct sidewalks and curb ramps; install crosswalks and signs; safety education program	\$347,300	\$312,400
24 SR2S10-04-Concord-1	4	Concord	7	11	Wren Ave. ES	Farm Bureau Rd. between Willow Pass Rd. and Wren Ave.	Construct sidewalks, curb and gutter, and curb ramps; install bike route	\$493,000	\$436,400
25 SR2S10-04-Contra Costa County-2	4	Contra Costa County	7	11	Bel Air ES	Canal Rd. between Bailey Rd. and Loftus Rd.	Construct sidewalks, curb and gutter; install bike lanes, speed feedback signs, and pavement markings	\$1,848,000	\$450,000
26 SR2S10-04-Fremont-1	4	Fremont	10	20	Irvington HS	Blacow Rd./Grimmer Blvd.	Construct curb ramps (remove bulb-outs or raised corner islands); upgrade signals; install pedestrian countdown heads, bike detection, and striping	\$456,100	\$407,000
27 SR2S10-04-Livermore-1	4	Livermore	9	15	Junction Ave K-8 School	Junction Ave. between N. Livermore Ave. and Old 1st St.; Enos Way between Junction Ave. and Kelly Way; Chestnut St. between Junction Ave. and N. I St.; Lee Ave./Kennedy St.; Lee Ave./Kelly St.	Construct sidewalks, curb ramps, and bulb-outs; install crosswalks and signs; upgrade bus stops	\$189,500	\$163,000
28 SR2S10-04-Mill Valley-1	4	Mill Valley	3	6	Tamalpais HS, Mill Valley MS	Miller Ave. from the existing Mill Valley-Sausalito multi-use path to Camino Alto	Construct multi-use path	\$630,800	\$450,000
29 SR2S10-04-Monte Sereno-1	4	Monte Sereno	15	21	Daves Ave ES	Daves Ave. between Poppy Ln. and One Oak Ln.	Construct sidewalks and curb ramps; install crosswalks and bike lanes	\$494,000	\$447,500
30 SR2S10-04-Novato-1	4	Novato	3	6	Lynwood ES, Sinaloa MS	Lynwood Dr. between Sausal Pkwy. and the ES; from Leafwood Dr. to the ES; Vineyard Rd./Mill Rd.	Construct paths along school perimeters, sidewalks, and bulb-outs; install crosswalks and (separated) bike lanes	\$490,800	\$441,600
31 SR2S10-04-Oakland-1	4	Oakland	9	16	Parker ES	Hillside St. between 78th St. and Richie St.; MacArthur Blvd. between Parker St. and Richie St.; Ney St. between Parker St. and Richie St.; Foothill Blvd. between 28th St. and Fruitvale Ave.; 28th St. between 16th St. and Foothill Blvd.; 17th St. between 28th St. and Sanborn Park; 29th St. between 16th St. and 17th St.; Fruitvale Ave. between 16th St. and 17th St.; 98th St. between Plymouth St. and Birch St.	Construct curb ramps and bulb-outs; install flashing beacons and advance warning signs	\$240,200	\$216,000
32 SR2S10-04-Palo Alto-1	4	Palo Alto	11	21	Oklone ES, Herbert Hoover ES, Fairmeadow ES, Jane Lathrop Stanford MS, Henry M. Gunn HS, Terman MS	Charleston Rd. between Middlefield Rd. and Alma St.	Construct raised medians, bulb-outs; install crosswalks, safety lighting, speed feedback signs, channelized left turn storage lanes, and bike lanes	\$1,140,000	\$450,000
33 SR2S10-04-Petaluma-1	4	Petaluma	3	6	McKinley ES, San Antonio HS, Valley Oaks HS	E. Washington St./Edith St.	Install in-pavement crosswalk lighting, signs, striping, and pavement markings; construct curb ramps	\$172,000	\$154,800
34 SR2S10-04-San Francisco-1	4	San Francisco	3	13	Jean Parker Early Education ES	Broadway St./Powell St.	Construct bulb-outs	\$461,000	\$414,900

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35 SR2S10-04-San Jose-1	4	San Jose	11	24	Monroe MS, Castlemont ES	Downing Ave. between Ginger Ln. and SR 17	Construct sidewalks, curb and gutter, curb ramps, and driveway approaches; install crosswalks and minor drainage	\$400,000	\$359,900
36 SR2S10-04-San Ramon-2	4	San Ramon	7	15	Gale Ranch MS	Bollinger Canyon Rd./Monarch Rd.; Bollinger Canyon Rd./Main Branch Rd. (Blueheart Dr.)	Construct sidewalks; upgrade crosswalks and signals	\$487,500	\$438,700
37 SR2S10-04-Santa Clara County-1	4	Santa Clara County	13	23	Linda Vista ES, Joseph George MS, James Lick HS	Kirk Ave. between Madeline Dr. and Alum Rock Ave.	Construct sidewalks, curb and gutter, curb ramps, and driveway approaches; install shoulder and minor drainage improvements	\$850,000	\$450,000
38 SR2S10-04-Union City-1	4	Union City	10	20	James Logan HS	Meyers Dr. between Decoto Rd. and Alvarado (Niles) Rd.	Construct 5' sidewalks and retaining curb	\$230,400	\$207,300
39 SR2S10-05-Lompoc-1	5	Lompoc	19	33	Arthur Haggood ES, Clarence Ruth ES, Leonora Fillmore ES, Lompoc Valley MS, Miguelito ES, Lompoc HS	Maple Ave./W St.; Pine Ave./Fifth St.; M St./College Ave.; A St./Hickory Ave.; Hickory Ave. between I St. and J St.; J St. between Walnut Ave. and Chestnut Ave.; K St. between Cypress Ave. and Chestnut Ave.; L St. between Olive Ave. and Chestnut Ave.; M St. between Cypress Ave. and Laurel Ave.; N St. between Walnut Ave. and Chestnut Ave.; Walnut Ave. between J St. and N St.	Construct sidewalks, curb ramps, and bulb-outs; install flashing beacon	\$417,800	\$375,800
40 SR2S10-05-San Luis Obispo County-1	5	San Luis Obispo County	15	33	Templeton ES, Templeton MS	Crocker St. between 6th St. and 8th St.	Construct sidewalks and curb ramps	\$200,600	\$180,300
41 SR2S10-05-Santa Barbara County-1	5	Santa Barbara County	18	35	Orcutt Jr. HS, Orcutt Academy HS	Norris St. and Twitchell St. between Clark Ave. and Pinal Ave.	Construct sidewalks	\$335,600	\$302,200
42 SR2S10-05-Scotts Valley-1	5	Scotts Valley	15	27	Vine Hill ES, Scotts Valley HS	Vine Hill School Rd. (Sillanen Park)	Construct a 12' pedestrian path and bridge	\$550,000	\$450,000
43 SR2S10-05-Watsonville-1	5	Watsonville	11	27	Ann Soldo ES, Cesar E. Chavez MS, E. A Hall MS, Freedom ES, H.A. Hyde ES, Landmark ES, Linscott Charter, Mintie ES, Moreland Noire Dame, Radcliff ES, Rolling Hills MS, Starlight ES, T. S. MacQuiddy ES.	0.42 mile segment between Glenwood Dr. and 34 intersection locations adjacent to thirteen ES and MS	Construct curb ramps; upgrade crosswalks, signs, and pavement markings	\$340,000	\$306,000
44 SR2S10-06-Chowchilla-1	6	Chowchilla	14	25	Merle L. Fuller ES, Stephens ES	Lake Ave. between 6th St. and 11th St.; 11th St. between Riverside Ave. and Monterey Ave.	Construct sidewalks, curb and gutter; install crosswalks and stop signs	\$236,000	\$211,600
45 SR2S10-06-Chowchilla-2	6	Chowchilla	14	25	Wilson MS	Robertson Blvd. between 9th St. and 14th St.	Install speed feedback signs	\$20,200	\$18,100
46 SR2S10-06-Firebaugh-1	6	Firebaugh	15	31	Arthur E Mills Intermediate, Firebaugh MS, Hazel M. Bailey Primary	O St. between 8th St. and 15th St.; P St. between 13th St. and 15th St.; P St./8th St.; O St./14th St.; O St./15th St.	Construct sidewalks, curb and gutter, curb ramps (or bulb-outs), and driveway approaches	\$500,000	\$449,700
47 SR2S10-06-Fresno County-1	6	Fresno County	8	23	Powers-Ginsburg ES, Wawana MS	Ashlan between Thorne Ave. and Harrison Ave.	Install traffic signal; construct sidewalks and curb ramps	\$561,200	\$450,000
48 SR2S10-06-Kern County-1	6	Kern County	14	32	Myrtle Avenue ES, Lamont ES, Nueva Continuation HS, College Heights ES	Habecker Rd. between Bonita Ave. and Hall Rd.; Hall Rd. between Waco Ave. (Myrtle Avenue ES) and Habecker Rd.	Construct sidewalks, curb and gutter; curb ramps, and driveway approaches	\$398,800	\$357,000
49 SR2S10-06-Kern County-2	6	Kern County	14	32	College Heights ES	Bernard St. between Haley St. and Mt. Vernon Ave.; Lynn St. between Bernard St. and Bower Ave.; Bower Ave. between Lynn St. and Slark St.; Slark St. between Bower Ave. and Rollo Ravine; Anza St. between Bernard St. and Mirador Dr.; Mirador Dr. between Anza St. and Rollo Ravine; Rollo Ravine between Slark St. and Mirador Dr.	Construct sidewalks, curb ramps, and driveway approaches	\$332,400	\$298,000

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50 SR2S10-06-Kings County-2	6	Kings County	16	30	Kettleman City ES	7th St. between General Petroleum Ave. and Standard Oil Ave.; 8th St. between General Petroleum Ave. and Standard Oil Ave.; 9th St. between General Petroleum Ave. and Standard Oil Ave.; Standard Oil St. between Seventh St. and Ninth St.; General Petroleum Ave./Eighth St.	Construct sidewalks, curb and gutter; install in-pavement crosswalk lighting and bike racks	\$545,800	\$325,300
51 SR2S10-06-Kings County-1	6	Kings County	16	20	Armona Union ES, Parkview MS	Front St./14th Ave.; Pimo St/14th St.; Handford Armona Rd./Dan Dr.; Handford Armona Rd./C St.	Install in-pavement crosswalk lighting, and bike racks; speed feedback trailers	\$354,200	\$320,900
52 SR2S10-06-Lemoore-1	6	Lemoore	16	30	Lemoore ES, Meadow Lane ES	Vine St. between Cedar Ln. and Vine Ct.; Meadow Ln./Mary Dr.; Meadow Ln./Sara Dr.; Meadow Ln./Ashland Dr.; Meadow Ln./Quandt Ln./Quandt Dr.; Spruce Ave./Quandt Dr.; Deodar Ln./Quandt Dr.	Construct sidewalks and curb ramps	\$146,300	\$130,100
53 SR2S10-06-Madera-1	6	Madera	12, 14	19, 25	Thomas Jefferson MS, Adams ES	Sunset Ave. between El Rancho Dr. and Pine St.	Construct sidewalks, curb ramps, alley (driveway) approaches; install in-pavement crosswalk lighting, overhead signs and flashing beacons	\$309,200	\$277,800
54 SR2S10-06-McFarland-2	6	McFarland	16	30	McFarland HS, San Joaquin Continuation School, Kern Avenue ES, McFarland MS	Sherwood Ave. between 2nd St. and Woodruff Ave.	Construct sidewalks, curb ramps, and driveway approaches; install (solar powered) in-pavement crosswalk lighting, (solar powered) speed feedback signs, and LED stop signs	\$329,400	\$294,600
55 SR2S10-06-Mendocia-1	6	Mendocia	16	31	Mendocia HS, McCabe ES, Washington ES, Mendocia Community Day School, Mendocia Continuation HS	Quince St./Balmont Ave.; 3rd St. between Quince St. and Puchue St.	Construct sidewalks; install in-pavement crosswalk lighting, overhead signs and flashing beacons	\$130,800	\$117,700
56 SR2S10-06-Reedley-1	6	Reedley	31	16	Jefferson ES	E. Washington Ave. between S. Hemlock Ave. and S. Columbia Ave.	Construct sidewalks, curb ramps, and driveway approaches	\$64,500	\$75,000
57 SR2S10-06-Tulare County-1	6	Tulare County	18	34	John J. Doyle ES	Dale Ave. (Springville Dr.)/Ruth St.; Success Dr./Ruth St.; between Success Dr. and school property at Ruth St.; Orange Ave. between Leggett St. and Cresview St.	Construct pedestrian refuge island, sidewalks, curb and gutter; install crosswalks, advance warning signs, and flashing beacons; upgrade pedestrian signals	\$287,900	\$259,100
58 SR2S10-07-Artesia-1	7	Artesia	39	56	John H. Niemes ES, William F. Elliott ES, Carver ES, Faye Ross MS, Burbank ES, John F. Kennedy ES	183rd St. between Roseton Ave. and Norwalk Blvd.; Norwalk Blvd. between South St. and Artesia Blvd.; Artesia Blvd. between Norwalk Blvd. and Gridley Rd.; Pioneer Blvd./166th St.; 168th St. between Jersey Ave. and Pioneer Blvd.; 178th St. between Pioneer Blvd. and Elaine Ave.; 186th St. between Gridley Rd. and Jersey Ave.; 187th St. between Gridley Rd. and Wright Pl.; Grayland Ave. between South St. and 186th St.; Elaine Ave. between South St. and 187th St.; South St./Clarkdale Ave.	Install speed feedback signs, pedestrian countdown heads, and a speed hump; safety education and enforcement program	\$390,000	\$351,000
59 SR2S10-07-Azusa-1	7	Azusa	24	57	Paramount ES	Paramount St. between Jackson Ave. and Azusa Ave.; San Gabriel Ave. between Sierra Madre Ave. and 2nd St.	Install a bike lane and crosswalks; construct curb ramps and bulb-outs	\$274,300	\$246,800
60 SR2S10-07-Burbank-1	7	Burbank	21	43	John Muir MS, Thomas Jefferson ES, George Washington ES	Kenneth Rd. between Glenoaks Blvd. and Walnut Ave.; Winona Ave. between Buena Vista St. and Glenoaks Blvd.	Construct bicycle boulevard; safety education program	\$487,500	\$438,700



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61 SR2S10-07-Claremont-1	7	Claremont	29	59, 61	Sycamore ES, Vista del Valle ES, Danbury Special Education/Summer ES, El Roble Intermediate School,	10th St. between Indian Hill Blvd. and Harvard Ave.; Yale between 10th St. and 8th St.; Harvard Ave. between 10th St. and 8th St.; Mountain Ave. between Bonita Ave. and Harrison Ave.; Cambridge Ave. between Bonita Ave. and Arrow Ave.; Lyndale Dr. between Hillside Dr. and Morningside Dr.; Morningside Dr. between Lynoak Dr. and Woodbend Dr.; Woodbend Dr. between Morningside Dr. and Ridgefield Dr.; Lehigh Dr. between San Jose Ave. and Doane Ave.; Doane Ave. between Bucknell Ave. and Guilford Ave.; Guilford Ave. between Doane Ave. and Vista Dr.; Vista Dr. between Guilford Ave. and Indian Hill Blvd.	Construct sidewalks and curb ramps; install speed feedback signs, pedestrian countdown heads, sharrows, pedestrian/bike video detection, bike racks, and signs; upgrade crosswalks and traffic signal	\$501,500	\$450,000
62 SR2S10-07-El Monte-1	7	El Monte	24	49	Parkview ES, Willard F. Payne ES	Mountain View Rd./Elliot Ave./Meeker Ave. (commonly referred to as "Little Five Points")	Construct roundabout	\$722,400	\$450,000
63 SR2S10-07-Glendale-1	7	Glendale	43	21	Balboa ES, Verdugo Woodlands ES, P.D. White ES, Dunsmore ES	Kenneth Rd. between Allen Ave. and Irving Rd.; Dunsmore Ave. between Santa Carlotta and Los Amigos St.; Lexington St. between Geneva St. and Everett St.; Verdugo Rd. between Sherer Ln. and Kirkby Rd.	Construct curb ramps and bulb-outs; install crosswalks, bike racks, and pavement markings; safety education, encouragement and enforcement program	\$499,300	\$449,200
64 SR2S10-07-Huntington Park-1	7	Huntington Park	30	46	Middleton Street ES	Gage Ave. between Sante Fe Ave. and Malabar St.; Randolph St./Malabar St.; Zoe Ave. between Sante Fe Ave. and Middlefield St.	Construct bulb-outs, pedestrian refuge islands; install crosswalks, pedestrian countdown heads, flashing beacons, signs, and pavement markings; bike and pedestrian safety education and enforcement program	\$248,000	\$223,000
65 SR2S10-07-La Puente-1	7	La Puente	24	57	La Puente HS, Sierra Vista MS, Workman ES	Hacienda Blvd. between Nelson Ave. and Glendora Ave.; Glendora Ave. between Nelson Ave. and Hacienda Blvd.; Temple Ave. between Lunah Ave. and Del Valle Ave.	Install crosswalks, pedestrian countdown heads, speed feedback signs, median fencing, and signs; Construct bulb-outs	\$430,000	\$387,000
66 SR2S10-07-Lancaster-1	7	Lancaster	17	36	John and Jacquelyn Miller ES	22nd St. West between Ave. K-4 and Ave. K-8; West	Construct traffic signals, pedestrian paths, curb ramps, and bulb-outs; install crosswalks, bike lanes and road diets; improve existing bike routes; safety education, encouragement and enforcement program	\$1,069,800	\$450,000
67 SR2S10-07-Lancaster-2	7	Lancaster	17	36	Gifford C. Cole MS, Tierra Bonita ES	Ave. I between 26th St. East and 35th St. East; 30th St. East between Ave. I and Lancaster Blvd.	Construct pedestrian paths, sidewalks, curb ramps, bulb-outs, pedestrian refuge islands; install bike lanes and road diets; safety education, encouragement and enforcement program	\$650,600	\$450,000
68 SR2S10-07-Los Angeles-1	7	Los Angeles	26	48	Charles H. Kim ES, Saint Brendan School	3rd St./Manhattan Pl.; 2nd St./Oxford Ave.; Oxford Ave. between Beverly Blvd. and 7th St. St. and Calvert St.	Construct curb ramps and bulb-outs; install speed feedback signs, sharrows, signs, and pavement markings; upgrade pedestrian signals	\$500,000	\$450,000
69 SR2S10-07-Los Angeles-4	7	Los Angeles	20, 21	40, 42, 43	Van Nuys ES	Hamlin St. between Sylmar Ave. and Tyrone Ave.; Gilmore St. between Sylmar Ave. and Tyrone Ave.; Tyrone Ave. between Hamlin St. and Gilmore St.; Sylmar Ave. between Hamlin St. and Calvert St.	Install road diet, speed humps, and safety lighting; construct bulb-outs; upgrade crosswalks	\$500,000	\$450,000
70 SR2S10-07-Los Angeles-7	7	Los Angeles	20	39	Charles Maclay MS, Pacoima Charter ES, Vaughn Next Century Learning Center	Pierce St. between San Fernando Rd. and Honeyglen Rd.; Herrick Ave. between Pierce St. and Brownell St.	Install bike lanes including bike detection, bike racks, and pavement markings; construct bulb-outs; safety education and enforcement program	\$500,000	\$450,000
71 SR2S10-07-Los Angeles-6	7	Los Angeles	20	39	Bellingham Primary Center, Roy Romer MS	Archwood St. between Laurel Canyon Blvd. and Lankestrim Blvd.	Construct 5' sidewalks, curb and gutter, and curb ramps; install speed humps and signs	\$500,000	\$449,800

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72 SR2S10-07-Los Angeles-2	7	Los Angeles	26	54	Cabrillo Avenue ES, Barton Hill ES, 15th Street ES	Pacific Ave. between O'Farrell St. and 22nd St.	Install road diet; safety education, enforcement and evaluation program	\$495,000	\$445,500
73 SR2S10-07-Los Angeles-5	7	Los Angeles	22, 26	45, 48, 49	Frank Del Olmo ES, Virgil MS, Young Oak Kirm Academy	New Hampshire Ave. between Melrose Ave. and 11th St.; Berendo St./11th St.; Heliotrope Dr.; Shatto Pl.	Install bike lanes including bike detection, bike racks, and pavement markings; construct bulb-outs; safety education and enforcement program	\$454,300	\$408,700
74 SR2S10-07-City of Los Angeles-3	7	Los Angeles	20	40	Andres & Maria Cardenas ES	Calhoun Ave. between Hart St. and Vanowen St.	Construct sidewalks, curb and gutter, and curb ramps	\$2,246,100	\$373,000
75 SR2S10-07-Los Angeles County-3	7	Los Angeles County	30	58	Eastman Avenue ES	Union Pacific Ave. between Indiana St. and Mariposa Ave.; Dilman Ave. between Olympic Blvd. and Union Pacific Ave.; Downey Rd. between Olympic Blvd. and Noakes St.; Sunol Dr. between Union Pacific Ave. and Triggs St.	Install raised medians, speed feedback signs, and speed humps; construct bulb-outs	\$284,100	\$237,600
76 SR2S10-07-Los Angeles County-1	7	Los Angeles County	25	48, 51	Ninety-Fifth ES, West Alhens ES, Woodcrest ES, Saint Michael's Catholic School, Harle MS, George Washington Preparatory HS	Budlong Ave. between Manchester Ave. and El Segundo Blvd.	Install bike lanes with various traffic calming features; install signs and pavement markings	\$525,000	\$450,000
77 SR2S10-07-Manhattan Beach-1	7	Manhattan Beach	28	53	American Martyrs School, Grand View ES, Manhattan Beach MS, Meadows Avenue ES, Pacific ES, Aurelia Pennekamp ES, Opal Robinson ES	Various locations adjacent to and in the vicinity of 7 schools throughout the city	Expand sidewalk at intersection, curb ramps, bulb-outs; install crosswalks, flashing beacons, signs, delineators, and pavement markings	\$497,500	\$447,700
78 SR2S10-07-Palmdale-1	7	Palmdale	17	32	Desert Willow Intermediate School	25th St. E. between Crosspointe Dr. and Joshua Hills Dr.; Sunny Ln. between Joshua Hills Dr. and Arnold Dr.	Construct sidewalks and bulb-outs; install traffic signals, crosswalks, speed feedback signs, and signs	\$737,400	\$449,800
79 SR2S10-07-Pico Rivera-1	7	Pico Rivera	30	58	El Rancho HS, North Park MS, North Ranchito ES, Valencia ES	Passons Blvd./Balfour St.; Passons Blvd./Mines Ave.; Durfee Ave./Beverly Rd.	Construct pedestrian refuge islands and bulb-outs; install crosswalks and flashing beacons; upgrade traffic signals	\$446,000	\$401,400
80 SR2S10-07-Pomona-1	7	Pomona	32	61	Garey HS, Lexington ES	Lexington Ave. between White Ave. and Garey Ave.	Upgrade traffic signals; install signalized mid-block crosswalk; speed feedback signs, bike lanes, signs, and striping; construct curb ramps	\$570,200	\$450,000
81 SR2S10-07-Pomona-2	7	Pomona	32	61	Cortez ES, Ganesha HS	Elwood Ave. between Fairplex Dr. and Dudley St.	Install pedestrian countdown heads, (solar powered) speed feedback signs, signs, and striping; construct sidewalks and curb ramps	\$521,200	\$450,000
82 SR2S10-07-Rolling Hills Estates-1	7	Rolling Hills Estates	25	54	Palo Verdes Peninsula HS, Rancho Vista ES, Silver Spur ES	Silver Spur Rd. between Kingspine Rd. and Palos Verdes Dr. North; Palos Verdes Dr. North/Moccasin Ln.	Construct sidewalks, curb and gutter, and curb ramps; install crosswalks and flashing beacons	\$480,000	\$432,000
83 SR2S10-07-Santa Clarita-1	7	Santa Clarita	79, 19	38	Plum Canyon ES, Fair Oaks Ranch Community School, Mountainview ES	Franks Way/Santa Catalina Rd.; Cape Jasmine Rd. between Wren Dr. and Sassafras Ct.; Garnet Canyon Rd. between Cypress Pl. and the north corner of the school property (south corner of Pacific Crest Park)	Construct raised crosswalks, bulb-outs, install crosswalks and speed feedback signs; safety education and encouragement program	\$528,900	\$450,000
84 SR2S10-07-City of Santa Monica-1	7	Santa Monica	23	41	Edison Language Academy	Area bounded by 19th St., I-10, Pico Blvd., and 30th St.; 30th St. between Pico Blvd. and Ocean Park Blvd.	Install crosswalks, sharrows, and pavement markings; construct curb ramps and bulb-outs; safety education program	\$410,800	\$366,700

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85 SR2S10-07-South El Monte-3	7	South El Monte	24, 30	49, 58	Doan L. Shively MS	Santa Anita Ave./Central Ave.; Strozler Ave. between Lerma Rd. and Rush St.; El Poché St.; Alpaca St. between Strozler Ave. and Central Ave.; Reiner St. between Strozler Ave. and Central Ave.	Construct sidewalks, curb ramps, and driveway approaches; install pedestrian countdown heads, signs, and striping	\$494,800	\$441,500
86 SR2S10-07-South Gate-1	7	South Gate	27, 30	50	South Gate MS	Olis St./Firestone Blvd.; San Miguel Ave./Firestone Blvd.; Southern Ave./San Vincente Ave.; Olis St. between Southern Ave. and Firestone Blvd.	Install traffic signal with protected left-turn phasing, crosswalks, pedestrian countdown heads, signs, and markings; construct curb ramps	\$499,500	\$449,500
87 SR2S10-07-Temple City-1	7	Temple City	44, 49	21, 24, 29	Longden ES, Oak Avenue Intermediate School, Temple City HS, Emperor ES, First Lutheran School, La Rosa ES, Clovelly ES, Cleminson ES, Loneley Way ES	Longden Ave. between Oak Ave. and Temple City Blvd.; Primrose Ave. between Wendon St. and Garibaldi Ave.; Warren Way/Live Oak Ave.; Oak Ave. between Emperor Ave. and Camino Real; Lemon Ave. between Temple City Blvd. and Oak Ave.; Temple City Blvd./Camino Real; Broadway/Noel; Cloverly between Broadway and Blackley St.; Daleview Ave. between Grand Ave. and Freer St.; Rosemead Blvd./Emperor Ave.; Pentland St. between Encinitas Ave. and Alessandro Ave.; La Rosa Dr. between Fratus Dr. and Alessandro Ave.; Fratus Dr. between La Rosa Dr. and Pentland St.	Construct sidewalks and curb ramps; install crosswalks and signs	\$427,000	\$332,000
88 SR2S10-07-Thousand Oaks-1	7	Thousand Oaks	19	37	Conejo ES	Los Feliz Dr. between Conejo School Rd. and Skyline Dr.	Construct sidewalks, curb and gutter, curb ramps, and driveway approaches; install signs	\$492,000	\$440,000
89 SR2S10-08-Apple Valley-1	8	Apple Valley	17	59	Rancho Verde ES	Pioneer Rd. between Ramona Rd. and Goshute Ave.	Construct sidewalks, curb and gutter, curb ramps, and driveway approaches; install signs	\$497,600	\$447,700
90 SR2S10-08-Coachella-1	8	Coachella	40	80	Valle del Sol ES, Cesar Chavez ES, Bobby Duke MS, Valley View ES, Coral Mountain Academy	Van Buren St. between Ave. 50 and Ave. 52; Frederick St./Guitron St.; Avenida Del Parque/Avenida de Oro; Orchard St./9th St.; Ave. 52 between Van Buren St. and Ponderosa Dr.; Education Way between Ave. 52 and North End; Shady Ln./Ave. 53	Construct raised crosswalks, sidewalks, curb ramps, and bulb-outs; install crosswalks, safety lighting, bike lanes, signs and markings; safety education, encouragement, enforcement and evaluation program	\$166,900	\$150,100
91 SR2S10-08-Eastvale-1	8	Eastvale	44	71	Eastvale ES, River Heights Intermediate School, Eleanor Roosevelt HS	Orange St. between Callina Ln. and Scholar Way	Construct sidewalks	\$309,000	\$254,200
92 SR2S10-08-Fontana-1	8	Fontana	32	62	Palmello ES	Randall Ave./Palmello Ave.	Install traffic signals; safety education and encouragement program	\$500,000	\$449,900
93 SR2S10-08-Highland-1	8	Highland	31	63	Warm Springs ES, Curtis MS	6th St. between Del Rosa Dr. and Sterling Ave.; Elm St. between 6th St. and 9th St.; bike parking at Warm Springs ES	Construct sidewalks and curb ramps; install crosswalks and bike racks; safety education, encouragement, enforcement and evaluation program	\$499,100	\$449,000
94 SR2S10-08-Highland-2	8	Highland	31	63	Cole ES, Cypress ES	10th St. between Central Ave. and Drummond Ave.; Drummond Ave. between 9th St. and Norwood St.; Cole Ave. between 10th St. and 14th St.; 14th St. between Central Ave. and Cole Ave.; Cole Ave./Messina; bike parking at Cole ES	Construct sidewalks and curb ramps; install pavement crosswalk lighting and bike racks; safety education, encouragement, enforcement and evaluation program	\$463,100	\$416,700
95 SR2S10-08-Moreno Valley-1	8	Moreno Valley	31, 37	63, 64, 65	Chaparral Hills ES, Badger Springs MS	Delphinium Ave. from 590' east of Ferris Blvd. to 650' west of Ferris Blvd.	Construct sidewalks, curb and gutter; install speed feedback signs and safety lighting	\$338,900	\$256,900
96 SR2S10-08-Rancho Cucamonga-2	8	Rancho Cucamonga	31	63	Los Amigos ES, Rancho Cucamonga MS	9th St. between Hellman Ave. and Old Spur Track; Baker Ave. between 8th St. and 9th St.	Construct sidewalks		

Project Id	Calltrans District	Agency Name	Senate District	Assembly District	School Name(s)	Project Location	Project Description	Total Project Cost	SR2S Funds
97 SR2S10-08-Rancho Cucamonga-1	8	Rancho Cucamonga	31	63	Grapeland ES, Eijwanda Intermediate School	Elwanda Ave. between Fischer Dr. and Baseline Rd.	Construct sidewalks, curb and gutter, and curb ramps; install flashing beacons	\$313,700	\$241,700
98 SR2S10-08-Rialto-1	8	Rialto	32	62	Charlotte N. Werner ES, Rialto MS	Cedar Ave. between Merrill Ave. and Rialto Ave.	Construct sidewalks; install crosswalk and pedestrian countdown heads	\$495,900	\$446,200
99 SR2S10-08-Riverside-1	8	Riverside	31	80	Jefferson ES, Ramona HS, Madison ES	Madison St. between Orchard St. and Delaware St.; Jefferson St. between Garfield St. and Arlington Ave.	Install traffic signals and crosswalks, including a signalized mid-block crosswalk; construct curb ramps; remove crosswalk; relocate traffic signal	\$377,000	\$337,700
100 SR2S10-08-Riverside County-2	8	Riverside County	37	64	Good Hope ES	Ellis Ave. between Marshall St. and Cowie Ave.	Widen roadway; construct sidewalks, curb and gutter, curb ramps, minor drainage; install flashing beacons, signs, and pavement markings	\$827,400	\$450,000
101 SR2S10-08-Riverside County-3	8	Riverside County	37	64	Lakeside HS	Macnado St. between Tiller Ln. and Le Harve Ave.	Widen roadway; construct sidewalks, curb and gutter, curb ramps, minor drainage; install signs and pavement markings	\$683,000	\$450,000
102 SR2S10-08-San Bernardino County-1	8	San Bernardino County	32	62	Pacific HS, Fairfax ES	Pacific St. between Pemis Hill Park Rd. and Glasgow Ave.	Install in-pavement crosswalk lighting and paint curb; construct curb ramps; upgrade crosswalks	\$407,900	\$367,100
103 SR2S10-08-Wildomar-1	8	Wildomar	35	64, 66	Wildomar ES, David Brown MS	Grand Ave. between Central Ave. and South Pasadena St.	Construct sidewalks	\$402,400	\$170,800
104 SR2S10-08-Yucaipa-1	8	Yucaipa	31	65	Dunlap ES, Yucaipa HS	Ave. E between 13th St. and Dunlap Channel multi-use trail	Construct sidewalks, curb and gutter, and curb ramps; install bike lanes and signs	\$448,000	\$348,000
105 SR2S10-08-Yucca Valley-1	8	Yucca Valley	31	65	Yucca Valley HS, Yucca Valley ES, Onaga ES, La Contenta Junior HS	Sage Ave. between Onaga Trail and Yucca Trail; Onaga Trail between Hillon Ave. and Balsa Ave.; Onaga Trail between Inca Trail and Fox Trail; La Contenta Rd. between Palisade Dr. and Alta Loma Rd.	Construct sidewalks, curb and gutter, and curb ramps; install speed feedback signs	\$447,000	\$359,800
106 SR2S10-08-California City-1	9	California City	18	34	California City HS, Robert P. Ulrich ES	Poppy Blvd. between Rusche Blvd. and North Loop Blvd.; North Loop Blvd. between California City Blvd. and Hacienda Blvd.	Construct multi-use path; install crosswalks	\$415,100	\$373,500
107 SR2S10-08-Mammoth Lakes-1	9	Mammoth Lakes	1	25	Mammoth ES, Mammoth MS, Mammoth HS	Sierra Park Rd./Meridian Blvd.; Old Mammoth Rd./Sierra Nevada Rd.; multi-use path between the ES and MS	Construct multi-use path; install pedestrian activated signals and safety lighting; safety education program	\$500,000	\$450,000
108 SR2S10-08-Tehachapi-1	9	Tehachapi	18	32	Tompkins ES	Curry St. between Spruce St. and Sunrise Way at Pirron St.	Construct sidewalks, curb and gutter, and curb ramps; install crosswalks	\$450,000	\$405,000
109 SR2S10-10-Angels-1	10	Angels Camp	1	25	Mark Twain ES	Stanslaus Ave. between Pacific St. and San Joaquin Ave.	Construct sidewalks, curb ramps, and minor drainage; install bike lanes	\$500,000	\$450,000
110 SR2S10-10-Ceres-1	10	Ceres	12	26	Carroll Fowler ES, Mae Hensley Junior HS	Moffett Rd. between Mauna Kea and Garrison St.; Rose Ave. between Garrison St. and Fowler Rd.; Garrison St. between Moffett Rd. and Rose Ave.; Fowler Rd./Darwin	Install in-pavement crosswalk lighting, speed feedback signs; construct ADA improvements	\$484,200	\$405,000
111 SR2S10-10-Mariposa County-1	10	Mariposa County	14	25	Mariposa County HS, Mariposa ES	Bullion St. between Jones St. and 12th St.	Construct sidewalks; install crosswalks and signs	\$497,900	\$448,000
112 SR2S10-10-Merced County-1	10	Merced County	12	17	Hilmar HS, Elm ES, Hilmar MS	Echo St. between Lander Ave. (SR 165) and Irwin St.; Lander Ave. (SR 165) approximately 800' north of Echo St.	Construct sidewalks, curb and gutter	\$184,000	\$165,600
113 SR2S10-10-Newman-1	10	Newman	12	17	Yolo Junior HS	Hoyer Rd. west of Silva Ave. along the school property	Construct sidewalks, curb and gutter	\$197,100	\$177,300
114 SR2S10-10-Patterson-1	10	Patterson	12	28	Del Puerto HS, Creekside MS, Northmead ES, Patterson HS, Sacred Heart Catholic School	American Eagle ("M") St. between Petrel Way and N. 2nd St. (SR 33)	Install crosswalks, bike lanes, safety lighting or in-pavement crosswalk lighting, striping; construct sidewalks	\$154,800	\$135,200
115 SR2S10-10-Turlock-2	10	Turlock	12	26	Hearth Catholic School, Turlock Junior HS	N. Walnut Rd. between W. Chinslofferson Pkwy. and Winter Haven Dr.	Install median with fencing; safety education and encouragement program	\$354,900	\$319,300

Project Id	Caltrans District	Agency Name	Senate District	Assembly District	School Name(s)	Project Location	Project Description	Total Project Cost	SR2S Funds
116 SR2S10-10-Waterford-1	10	Waterford	14	25	Richard Moon Primary, Lucielle Whitehead Intermediate School, Waterford HS	N. Rainway Ave. between Pecan Ave. and Kadota Ave.; Kaddia Ave. between N. Rainway Ave. and the Mid Canal; Welch St. between Hohara Ave. and Karl Ct.	Construct sidewalks, curb and gutter; install bike lanes	\$258,500	\$232,800
117 SR2S10-11-Coronado-1	11	Coronado	40	79	Palm Academy for Learning, Coronado Village ES, Coronado MS, Coronado HS	Sixth St.; H Ave.	Install bike lanes	\$38,900	\$34,900
118 SR2S10-11-EI Cajon-1	11	El Cajon	36	77	Johnson ES	Madison Ave./Johnson Ave.	Construct sidewalks, curb and gutter; curb ramps; install speed feedback signs	\$367,000	\$200,000
119 SR2S10-11-Encinitas-1	11	Encinitas	38	74	Oak Crest MS, Ocean Knoll ES, San Dieguito HS, Academy	Encinitas Blvd. from Balour Dr. to 400' south of Seaman Dr.; Balour Dr./San Abella Dr.	Construct sidewalks, retaining wall, and curb ramps; upgrade crosswalks and signs	\$436,600	\$371,100
120 SR2S10-11-Imperial County-4	11	Imperial County	40	80	San Pasqual Valley ES, San Pasqual Valley MS	Arnold Rd. from Baseline Rd. 600' to the east corner of the school property	Construct sidewalks, curb and gutter, and curb ramps; minor safety lighting	\$421,900	\$379,700
121 SR2S10-11-La Mesa-1	11	La Mesa	36	78	Rolando ES, La Mesa Dale ES, La Mesa MS, Lemon Avenue ES, Northmont ES, Murray Manor ES, Parkway MS	Normal Ave. between Olive Ave. and Maple Ave.; Olive Ave. between University Ave. and Normal Ave.; Tower St. 68th St. and 70th St.; 71st St. between Tower St. and Colony Rd.; Lemon Ave. between Glen St. and Garfield St.; Gregory St. between Severin Dr. and Henderson Dr.; Severin Dr./Earl St.; El Paso St./Dahart Ave.; Park Plaza Dr. between Dallas St. and the entrance to La Mesita Park	Construct sidewalks, curb ramps, and bulb-outs; install crosswalks and speed feedback signs	\$428,400	\$385,500
122 SR2S10-11-National City-1	11	National City	40	79	Ira Harbison ES	Paradise Valley Rd. between E. 8th St. and E. Plaza Blvd.	Construct sidewalks, curb and gutter; install minor safety lighting	\$270,000	\$225,000
123 SR2S10-11-San Diego-1	11	San Diego	39	78	Hamilton ES	Fairmount Ave./Olive St.	Construct curb ramps and bulb-outs; install signs	\$376,700	\$340,800
124 SR2S10-11-San Diego County-1	11	San Diego County	39	78	Bancroft ES	Tyler St. between Sweetwater Rd. and Bancroft Dr.	Construct sidewalks, curb and gutter	\$709,900	\$450,000
125 SR2S10-11-San Diego County-2	11	San Diego County	36	77	Lakeview ES	Lakeview Rd. between Ha Hana Rd. and West Lakeview Rd.	Construct sidewalks, curb and gutter; curb ramps, and retaining wall; install crosswalks, signs, and striping	\$468,800	\$421,500
126 SR2S10-11-San Marcos-1	11	San Marcos	38	74	Twin Oaks ES, Twin Oaks HS	Cassou Rd. from Twin Oaks Valley Rd. to the City limits	Construct sidewalks, curb and gutter; curb ramps; pedestrian path, and minor drainage; install crosswalks and pedestrian countdown heads	\$481,200	\$432,800
127 SR2S10-11-Santee-2	11	Santee	36	77	Chel F. Harmit ES	Prospect Ave. between Glen Oaks Way and South Slope Dr.	Construct sidewalks and curb ramps; install crosswalks	\$499,100	\$449,200
128 SR2S10-11-Santee-1	11	Santee	36	77	Carlton Oaks ES	Wethersfield Rd. in front of Carlton Oaks ES	Construct (widen) sidewalks	\$205,100	\$175,500
129 SR2S10-12-Anaheim-1	12	Anaheim	33	72	Sunkist ES, Sycamore Junior HS	E. La Palma Ave. between SR 57 and Sunkist St.	Construct sidewalks, curb and gutter; curb ramps, and minor landscape and drainage	\$508,000	\$450,000
130 SR2S10-12-Anaheim-2	12	Anaheim	34	68	Jonas E. Salk ES, Magnolia HS	S. Magnolia Ave./W. Winston Rd.	Install traffic signals, pedestrian countdown heads, signs, and striping; safety education and encouragement program	\$429,000	\$386,100
131 SR2S10-12-Anaheim-3	12	Anaheim	34	67	Centrella ES, Danbrook ES	W. Lincoln Ave./S. Westchester Dr.	Install traffic signals, pedestrian countdown heads, signs, and striping; safety education and encouragement program	\$368,000	\$331,200
132 SR2S10-12-Brea-1	12	Brea	33	72	Laurel ES, Brea Junior High	Along abandoned railroad right-of-way, between Lambert Rd. and Birch St., between Brea Blvd. and State College Blvd.	Construct 0.8 mile central portion of "Tracks at Brea" multi-use trail	\$1,199,100	\$450,000
133 SR2S10-12-Garden Grove-1	12	Garden Grove	34	68	Wakeham ES, Enders ES, Patterson ES, Hillon D. Bell Intermediate School	Chapman Ave./Springdale St.	Upgrade traffic signal to include protected left-turn phasing	\$105,000	\$94,000

Project Id	Caltrans District	Agency Name	Senate District	Assembly District	School Name(s)	Project Location	Project Description	Total Project Cost	SR2S Funds
134 SR2S10-12-Garden Grove-2	12	Garden Grove	34	68	Pacific HS, Garden Park ES, Loyal Banker ES, Hilton D. Bell Intermediate School, Enders ES	Lampson Ave./Lampighter St.	Upgrade traffic signal to include protected left-turn phasing	\$68,000	\$79,000
135 SR2S10-12-County of Orange-1	12	Orange County	34	68	Wall Disney ES, Jones E. Saik ES, Esner L. Waller ES	Gilbert St. between Ball Rd. and Katella Ave.	Construct sidewalks, curb ramps, and driveway approaches; install safety lighting, signs, and striping	\$1,310,000	\$450,000
136 SR2S10-12-Placentia-1	12	Placentia	29	72	Golden ES, Col J.K. Tullfree MS, Parkview School, Sierra Vista ES, Brookhaven ES, El Dorado HS, Charles Wagner ES, Morse ES, Ruby Drive ES, Kraemer MS, Valencia HS, John O. Tynes ES, El Camino Real HS, Valdez MS, Meirrose ES.	Various locations adjacent and within vicinity of 15 schools throughout the city	Install signs, pavement markings, and pedestrian countdown heads, develop School Route Plans, and encouragement and enforcement program	\$454,700	\$409,000
137 SR2S10-12-Tustin-1	12	Tustin	33	70, 71	C.E. Urt MS, Tustin Ranch ES	Robinson Dr./Keller Dr., Browning Ave./Parkview Way	Install in-pavement crosswalk lighting, flashing beacons, signs, striping, pavement markings; construct curb ramps; safety education and encouragement program	\$302,400	\$272,100
138 SR2S10-12-Westminster-1	12	Westminster	34, 35	67, 68	Wamer MS, La Quinta HS	Newland St./15th St.; McFadden Ave./Ward St.	Install traffic signals, signs, and striping; upgrade traffic signal to include protected left-turn phasing; construct curb ramps	\$437,000	\$393,300
139 SR2S10-12-Westminster-2	12	Westminster	34, 35	67, 68	Sequoia ES, Clegg ES, Stacey MS, Westminster HS, Webber ES, Star View ES, Leo Camillo ES, McGarvin Intermediate School, Schmitt ES, Johnson MS, Eastwood ES, Willmore ES, DeMille ES	Edwards St. between Bolsa Ave. and Westminster Blvd.; Westminster Blvd. between Bolsa St. and Rancho Rd.; Springdale St. between Westminster Blvd. and Garden Grove; McFadden Ave. between Beach Blvd. and Newland; Bushard between McFadden Ave. and Bolsa Ave.; Hazard Ave. between Goldenwest St. and Hoover Ave.; Trask Ave. between Goldenwest St. and Hoover Ave.; Hoover Ave. between Westminster Blvd. and Hazard Ave.; Newland between Edinger Ave. and McFadden Ave.	Install speed feedback signs, signs, and striping	\$358,000	\$322,200
<b>Totals</b>								<b>\$63,430,100</b>	<b>\$48,466,000</b>

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Alex Qishta, Project Engineer
Date: July 3, 2012
For Council Meeting: July 17, 2012

Subject: Cost-Distribution Agreement
Traffic Signal and Lighting Project EA NO. 08-0L690
PLHD Project, Signal Light at SR 62 and Church Street (future)

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

Recommendation: That the Town Council approves the Cost Distribution Agreement between the Town and Caltrans for the traffic signal (future) located at SR 62 and Church Street, and authorizes the Town Manager to sign the Agreement.

Executive Summary: The Town of Yucca Valley entered into an Agreement with Caltrans in 1993 for sharing costs of maintenance and electrical charges for traffic signals on SR 62. Since approval of the original agreement, a future traffic signal with safety lighting will be added to the agreement at SR62 and Church Street with the upcoming PLHD project.

- 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 signal light at SR 62 and Church Street will be built as part of PLHD Project. Caltrans has requested that the Town approve the Cost Distribution Agreement for Traffic Signals and Lighting.

The costs will be divided between Caltrans paying for 100% of the maintenance costs and the Town paying 100% of the electrical charges, which are estimated at \$600 annually.

Alternatives: Staff recommends no alternative action. This is a standard Agreement and procedure implemented by Caltrans for the installation of new traffic signals.

Fiscal impact: Electrical charges are estimated at a total of \$600 per year and are paid from Measure I revenues, Fund 524.

Reviewed By: [Signatures]
Town Manager, Town Attorney, Mgmt Services, SRS Dept Head

Department Report, Ordinance Action, Resolution Action, Public Hearing, X Consent, X Minute Action, Receive and File, Study Session

**Attachments:** Caltrans Cost Distributing Agreement for Traffic Signals and Lighting for SR 62 and Church Street Signal Light Electrical Agreement, 08680-5T3000, 1993



**Cost Distribution Agreement for Traffic Signals and Lighting  
Project EA No. 08-OL690**

**Project Location: Route 62 at Church Street, Town of Yucca Valley**

Traffic signals and safety lighting will be installed on Route 62 at Church Street. Town and State agree to cost distribution stated below.

Maintenance and Electrical Energy Costs

Commencing upon construction and continuing until determined otherwise by mutual agreement, Town of Yucca Valley agrees to pay for 100% of the ongoing electrical energy costs for the traffic signals and safety lighting at the intersection.

Caltrans will own, maintain and operate the traffic signal and lighting systems and pay 100% of the maintenance and operating costs.

Maintenance, Repair and Replacement of Emergency Vehicle Preemption System

If installed, all costs for the maintenance, repair and replacement of Emergency Vehicle Preemption Systems are the responsibility of Town of Yucca Valley.

When necessary for repair or replacement, Caltrans will test, remove and reinstall Preemption Systems upon notification by Town.

Maintenance and Materials for Internally Illuminated Street Name Signs

If installed, Town of Yucca Valley agrees to purchase all materials for installation and ongoing maintenance of the internally illuminated street name signs, including signs, sign panels and all hardware.

Caltrans agrees to maintain the internally illuminated street name signs. Caltrans will notify Town of Yucca Valley when materials are required for repair and maintenance of the signs.

At any time Town of Yucca Valley wishes to terminate this agreement, the signs will be replaced with signs of reflective sheeting.

Cost Distribution Agreement  
Route 62 at Church Street  
Page 2

Approved by:

Town of Yucca Valley  
Agency

Caltrans  
Agency

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Maintenance Manager

**Return one signed copy to:**

**Caltrans Electrical Maintenance Office  
Attention: Cynthia Ellick  
175 W. Cluster Street  
San Bernardino, CA 92408**

Post-It™ brand fax transmittal memo 7671		# of pages ▶
To <i>Shane</i>	From <i>James</i>	
Co.	Co.	
Dept.	Phone #	
Fax #	Fax #	

08-SBD-62  
 ELECTRICAL AGRMT  
 08680-5T3000

THIS AGREEMENT, ENTERED INTO ON April 1, 1993, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

TOWN OF YUCCA VALLEY, a body politic and a municipal corporation of the State of California, referred to herein as TOWN.

RECITALS

(1) STATE and TOWN contemplate changing the existing system of billing for the maintenance and power costs attendant to the existing signal and lighting systems at all locations identified on Exhibit "A" which by this reference is made a part of this Agreement, all locations being within the TOWN.

SECTION I

STATE AGREES:

To control, maintain, and operate the above said signal and lighting systems and to absorb all costs attendant thereto, with the exception of the electrical costs.

SECTION IITOWN AGREES:

To notify the Electrical Public Utility Company which provides the electrical power to operate the above said signal and lighting systems that all billings are to be sent to TOWN. TOWN further agrees to pay 100% of such charges directly to the Public Utility Company.

SECTION IIIIT IS MUTUALLY AGREED AS FOLLOWS:

- (1) This Agreement shall supersede all previous agreements and/or amendments pertaining to billing procedures for maintenance and power charges at the above said locations.
- (2) The intent of the Agreement is to eliminate the flow of paper work between TOWN and STATE and to effect a reduction in administrative overhead for each entity.
- (3) Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract (or affect the legal liability of either party to the contract) by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

(4) It is understood and agreed that neither STATE nor an officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the TOWN under or in connection with any work, authority, or jurisdiction delegated to the TOWN under this Agreement for maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4, TOWN shall defend, indemnify, and save harmless the State of California, all officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the TOWN under or in connection with any work, authority, or jurisdiction delegated to the TOWN under this Agreement.

(5) It is understood and agreed that neither TOWN nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the STATE under or in connection with any work, authority, or jurisdiction delegated to the STATE under this Agreement for maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4, STATE shall

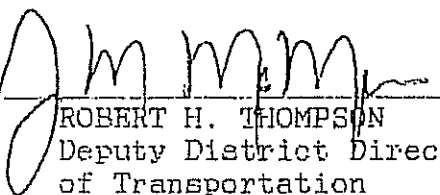
defend, indemnify, and save harmless the TOWN, all officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the STATE under or in connection with any work, authority, or jurisdiction delegated to the STATE under this Agreement.

- (6) The effective date of this Agreement shall be April 1, 1993.
- (7) The Agreement as above said may be amended or terminated at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty (30) days written notice to the other party.

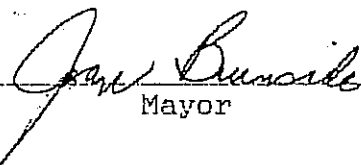
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.


STATE OF CALIFORNIA  
Department of Transportation

JAMES W. VAN LOBEN SELS  
Director of Transportation

By   
ROBERT H. THOMPSON  
Deputy District Director  
of Transportation

TOWN OF YUCCA VALLEY

By   
Mayor

Attest:   
Town Clerk

RESOLUTION NO. 15


RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING AGREEMENT REVISING THE EXISTING BILLING SYSTEM FOR SIGNAL AND LIGHTING SYSTEMS IN THE TOWN OF YUCCA VALLEY

WHEREAS, the State of California, through its Department of Transportation has presented an Agreement for revising the existing billing system for signal and lighting in the TOWN OF YUCCA VALLEY effective as of April 1, 1993 and to remain in effect until amended or terminated


WHEREAS, the Town Council has read said Agreement in full and is familiar with the contents thereof:

THEREFORE, be it resolved by the Town Council of the TOWN OF YUCCA VALLEY that said Agreement for revising the billing system for signal and lighting systems in the Town is hereby approved and the Mayor and the Town Clerk are directed to sign the same on behalf of said TOWN.

APPROVED AND ADOPTED this 1st day of April, 1993.

  
MAYOR

ATTEST:

  
TOWN CLERK

signal.wp5



STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

I, Sue Tsuda, Town Clerk of the Town of Yucca Valley, California do hereby certify that Resolution No. 93-15 was duly and regularly adopted by the Town Council of the Town of Yucca Valley, California, at a meeting thereof held on the 1st day of April, 1993, by the following vote:

- AYES: Council Members Crouter, Pedersen, Reed, Richmond and Mayor Burnside
- NOES: None
- ABSENT: None
- ABSTAIN: None


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

EXHIBIT "A"

Effective 4-01-93  
 Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

TOWN OF YUCCA VALLEY  
Maintained by the State

No.	ROUTE	P.R.	LOCATION	E#	SIGNAL	SAFETY LIGHTS	ILLUM. SIGNS	COST DISTRIBUTION	
								STATE	CITY
								NTCE.	ENERGY
01	62	10.900	MOHAWK TRAIL	0445	90	4-250W HPS		100%	100%
02	62	11.900	SAGE AVENUE	0446	170	4-250W HPS		100%	100%
03	62	12.900	WARREN VISTA AVENUE	0207	170	3-200W HPS		100%	100%
04	62	13.250	HILTON AVENUE	0211	170	3-200W HPS		100%	100%
05	62	13.540	BALSA AVENUE	0217	170	4-200W HPS		100%	100%

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council
From: Shane R. Stueckle, Town Planner
Date: March 26, 1993
For Council Meeting: April 1, 1993

Subject: Electrical/Maintenance agreement between the Town and Caltrans for traffic signals.

Recommendation: Approve as a part of the consent calendar Resolution No. 93-15, approving an agreement with Caltrans for sharing maintenance and electrical charges for all existing traffic signals within the Town.

Order of Procedure:

- 1. Request staff report.
2. Any council questions of staff?
3. Council discussion.
4. Council action.

Background and analysis: Caltrans has forwarded to the Town a request to enter into an agreement for allocating maintenance and electrical costs for signals within the Town. This agreement replaces all earlier agreements, and will remain in effect until the agreement is amended by Caltrans and the Town.

The costs are divided between Caltrans paying for 100% of the maintenance costs and the Town paying 100% of the electrical charges.

Alternatives: No alternatives are recommended.

Fiscal Impact: The billings received from the signals and lighting at Balsa and Hanford are currently averaging approximately \$200.00 monthly. The mid year budget process allocated funds for payment of these costs.

c:\ycorp\caltrans.ic

Approved: [Signature]
Finance Department Attorney Town Mgr

Department Report Request of other Agency Ordinance Study Session
X Consent Presentation Resolution Public Hearing

RESOLUTION NO. 15

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING AGREEMENT REVISING THE EXISTING BILLING SYSTEM FOR SIGNAL AND LIGHTING SYSTEMS IN THE TOWN OF YUCCA VALLEY

WHEREAS, the State of California, through its Department of Transportation has presented an Agreement for revising the existing billing system for signal and lighting in the TOWN OF YUCCA VALLEY effective as of April 1, 1993 and to remain in effect until amended or terminated

WHEREAS, the Town Council has read said Agreement in full and is familiar with the contents thereof:

THEREFORE, be it resolved by the Town Council of the TOWN OF YUCCA VALLEY that said Agreement for revising the billing system for signal and lighting systems in the Town is hereby approved and the Mayor and the Town Clerk are directed to sign the same on behalf of said TOWN.

APPROVED AND ADOPTED this 1st day of April, 1993.

\_\_\_\_\_  
MAYOR

ATTEST:

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

signal.wp3

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Alex Qishta, Project Engineer
Date: July 9, 2012
For Council Meeting: July 17, 2012

Subject: Addendum to the Existing Electrical Maintenance Agreement
Town of Yucca Valley and Caltrans, Traffic Signals and Lighting
Project EA NO. 08680-5T3000

Prior Council Review: None for this item.

Recommendation: That the Town Council approves the addendum to the Existing Electrical Maintenance Agreement between the Town and Caltrans, and authorizes the Town Manager to sign the Agreement.

Executive Summary: The Town of Yucca Valley entered into an Agreement with Caltrans in 1993 for sharing costs of maintenance and electrical charges for traffic signals on SR 62. Since approval of the original agreement, a new provision was added to the agreement for the maintenance of reflective flat blade street name signs.

Order of Procedure:

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

Discussion: The Town of Yucca Valley entered into an Agreement with Caltrans in 1993 for sharing costs of maintenance and electrical charges for traffic signals on SR 62. Since approval of the original agreement, a new provision was added to the agreement for the maintenance of reflective flat blade street name signs.

The addendum to the existing Agreement allows for the Town to purchase reflective street name signs to be installed at signalized intersections within the Town.

Alternatives: Staff recommends no alternative action. This is a standard Agreement and standard procedure implemented by Caltrans.

Reviewed By:

[Signature]
Town Manager

[Signature]
Town Attorney

Mgmt Services

SRS
Dept Head

Department Report
[X] Consent

Ordinance Action
[X] Minute Action

Resolution Action
Receive and File

Public Hearing
Study Session

**Fiscal impact:** Street name sign are estimated at a total of \$450 per sign which includes the mounting hardware, and are paid from Gas Tax revenues, Fund 515.

**Attachments:** Caltrans Addendum to Existing Electrical Maintenance Agreement.  
Original Electrical Maintenance Agreement  
Electrical Agreement, 08680-5T3000, 1993

**ADDEMDUM TO  
EXISTING ELECTRICAL MAINTENANCE AGREEMENT**

**Cost Distribution Agreement for Maintenance  
of Reflective Flat Blade Signs within the Town of Yucca Valley  
State Route 62 PM 007.323 to 014.89**

**Project Location: Route 62 in the Town of Yucca Valley**

Maintenance and Materials for Reflective Flat Blade Street Name Signs

Town of Yucca Valley agrees to purchase all materials including the proposed bracket system for the installation and ongoing maintenance of the Reflective Flat Blade street name signs, including non standard signs, sign panels and all necessary hardware.

Caltrans agrees to maintain the street name signs. Caltrans will notify Town of Yucca Valley when materials are required for repair and maintenance of the signs.

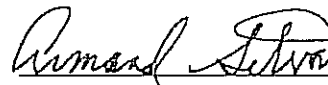
This Agreement shall remain in full-force and effect until amended by the mutual consent of the parties or terminated by either party upon thirty (30) days' notice to the other party

Approved by:

Town of Yucca Valley  
Agency

Caltrans  
Agency

\_\_\_\_\_  
Signature                      Date

 6-22-12  
Signature                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Maintenance Manager

Return one signed copy to:

Caltrans Electrical Maintenance Office  
Attention: Cynthia Ellick  
175 W. Cluster Street  
San Bernardino, CA 92408

## Exhibit A

### TRAFFIC SIGNAL AND LIGHTING AGREEMENT Caltrans and Town of Yucca Valley Effective June 21, 2012

#### BASIS OF COST DISTRIBUTION State-Owned and Maintained

Operation and Maintenance – STATE 100%  
Electrical Energy –TOWN 100%

<u>No.</u>	<u>ROUTE</u>	<u>P.M.</u>	<u>LOCATION</u>	<u>SIGNAL E#</u>	<u>SAFETY LIGHTS</u>	<u>ILLUMINATED STREET NAME SIGNS</u>
1	62	8.757	FAIRWAY DRIVE		2-200W HPS	
2	62	9.025	PINION DRIVE		2-200W HPS	
3	62	9.293	CAMINO DEL CIELO	1185	1-200W HPS 4-310W HPS	
4	62	9.619	LA HONDA WAY		2-200W HPS	
5	62	9.820	KICKAPOO TRAIL	0700	4-200W HPS	
6	62	10.500	DEER TRAIL/ PIONEERTOWN ROAD	0916	4-200W HPS	
7	62	10.900	ACOMA TRAIL/ MOHAWK TRAIL	0445	4-250W HPS	
8	62	11.900	SAGE AVENUE/ YUCCA TRAIL	0446	4-250W HPS	
9	62	12.644	AIRWAY AVENUE	1198	(AWAITING INVENTORY NEW)	
10	62	12.900	WARREN VISTA AVENUE	0207	3-200W HPS	
11	62	13.250	HILTON AVENUE	0211	3-200W HPS	
12	62	13.540	BALSA AVENUE	0217	4-200W HPS	
13	62	14.500	AVALON AVENUE	0918	4-200W HPS	
14	62	14.619	HOME DEPOT DRIVEWAY	1045	5-200W HPS	
15	247	2.978	BUENA VISTA DRIVE/ SKYLINE RANCH ROAD	1071	4-200W HPS	



Post-It™ brand fax transmittal memo 7671		# of pages ▶
To <i>Shane</i>	From <i>James</i>	
Co.	Co.	
Dept.	Phone #	
Fax #	Fax #	

08-5BD-62  
 ELECTRICAL AGRMT  
 08680-5T3000

THIS AGREEMENT, ENTERED INTO ON April 1, 1993, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

TOWN OF YUCCA VALLEY, a body politic and a municipal corporation of the State of California, referred to herein as TOWN.

RECITALS

- (1) STATE and TOWN contemplate changing the existing system of billing for the maintenance and power costs attendant to the existing signal and lighting systems at all locations identified on Exhibit "A" which by this reference is made a part of this Agreement, all locations being within the TOWN.

SECTION I

STATE AGREES:

To control, maintain, and operate the above said signal and lighting systems and to absorb all costs attendant thereto, with the exception of the electrical costs.

SECTION II.TOWN AGREES:

To notify the Electrical Public Utility Company which provides the electrical power to operate the above said signal and lighting systems that all billings are to be sent to TOWN. TOWN further agrees to pay 100% of such charges directly to the Public Utility Company.

SECTION IIIIT IS MUTUALLY AGREED AS FOLLOWS:

- (1) This Agreement shall supersede all previous agreements and/or amendments pertaining to billing procedures for maintenance and power charges at the above said locations.
- (2) The intent of the Agreement is to eliminate the flow of paper work between TOWN and STATE and to effect a reduction in administrative overhead for each entity.
- (3) Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract (or affect the legal liability of either party to the contract) by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

(4) It is understood and agreed that neither STATE nor an officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the TOWN under or in connection with any work, authority, or jurisdiction delegated to the TOWN under this Agreement for maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4, TOWN shall defend, indemnify, and save harmless the State of California, all officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the TOWN under or in connection with any work, authority, or jurisdiction delegated to the TOWN under this Agreement.

(5) It is understood and agreed that neither TOWN nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the STATE under or in connection with any work, authority, or jurisdiction delegated to the STATE under this Agreement for maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4, STATE shall

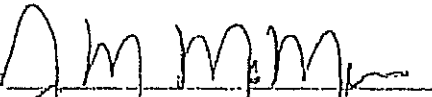
defend, indemnify, and save harmless the TOWN, all officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the STATE under or in connection with any work, authority, or jurisdiction delegated to the STATE under this Agreement.

- (6) The effective date of this Agreement shall be April 1, 1993.
- (7) The Agreement as above said may be amended or terminated at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty (30) days written notice to the other party.

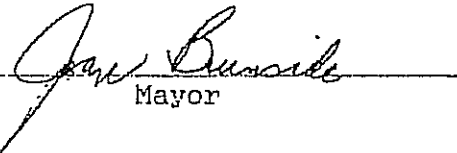
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

STATE OF CALIFORNIA  
Department of Transportation

JAMES W. VAN LOBEN SELS  
Director of Transportation

By   
ROBERT H. THOMPSON  
Deputy District Director  
of Transportation

TOWN OF YUCCA VALLEY

By   
Mayor

Attest:   
Town Clerk

RESOLUTION NO. 15


RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING AGREEMENT REVISING THE EXISTING BILLING SYSTEM FOR SIGNAL AND LIGHTING SYSTEMS IN THE TOWN OF YUCCA VALLEY

WHEREAS, the State of California, through its Department of Transportation has presented an Agreement for revising the existing billing system for signal and lighting in the TOWN OF YUCCA VALLEY effective as of April 1, 1993 and to remain in effect until amended or terminated


WHEREAS, the Town Council has read said Agreement in full and is familiar with the contents thereof:

THEREFORE, be it resolved by the Town Council of the TOWN OF YUCCA VALLEY that said Agreement for revising the billing system for signal and lighting systems in the Town is hereby approved and the Mayor and the Town Clerk are directed to sign the same on behalf of said TOWN.

APPROVED AND ADOPTED this 1st day of April, 1993.

  
MAYOR

ATTEST:

  
TOWN CLERK

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STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
TOWN OF YUCCA VALLEY

I, Sue Tsuda, Town Clerk of the Town of Yucca Valley, California do hereby certify that Resolution No. 93-15 was duly and regularly adopted by the Town Council of the Town of Yucca Valley, California, at a meeting thereof held on the 1st day of April, 1993, by the following vote:

- AYES: Council Members Crouter, Pedersen, Reed, Richmond and Mayor Burnside
- NOES: None
- ABSENT: None
- ABSTAIN: None


  
TOWN CLERK

EXHIBIT "A"

Effective 4-01-95  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

TOWN OF YUCCA VALLEY  
Maintained by the State

<u>No.</u>	<u>ROUTE</u>	<u>F.H.</u>	<u>LOCATION</u>	<u>E#</u>	<u>SIGNAL</u>	<u>SAFETY LIGHTS</u>	<u>ILLUM. SIGNS</u>	<u>COST DISTRIBUTION</u>	
								<u>STATE</u>	<u>CITY</u>
								<u>MTCE.</u>	<u>ENERGY</u>
01	62	10.900	MOHAWK TRAIL	0445	90	4-250W HPS		100%	100%
02	62	11.900	SAGE AVENUE	0446	170	4-250W HPS		100%	100%
03	62	12.900	WARREN VISTA AVENUE	0207	170	3-200W HPS		100%	100%
04	62	13.250	HILTON AVENUE	0211	170	3-200W HPS		100%	100%
05	62	13.540	BALSA AVENUE	0217	170	4-200W HPS		100%	100%



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council  
From: Shane R. Stueckle, Town Planner  
Date: March 26, 1993  
For Council Meeting: April 1, 1993

Subject: Electrical/Maintenance agreement between the Town and Caltrans for traffic signals.

Recommendation: Approve as a part of the consent calendar Resolution No. 93-15, approving an agreement with Caltrans for sharing maintenance and electrical charges for all existing traffic signals within the Town.

Order of Procedure:

1. Request staff report.
2. Any council questions of staff?
3. Council discussion.
4. Council action.

Background and analysis: Caltrans has forwarded to the Town a request to enter into an agreement for allocating maintenance and electrical costs for signals within the Town. This agreement replaces all earlier agreements, and will remain in effect until the agreement is amended by Caltrans and the Town.

The costs are divided between Caltrans paying for 100% of the maintenance costs and the Town paying 100% of the electrical charges.

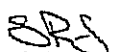
Alternatives: No alternatives are recommended.

Fiscal Impact: The billings received from the signals and lighting at Balsa and Hanford are currently averaging approximately \$200.00 monthly. The mid year budget process allocated funds for payment of these costs.

cityexcep/caltrans.kc

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Approved: \_\_\_\_\_

Finance	 Department	Attorney	Town Mgr
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<input type="checkbox"/> Department Report	<input type="checkbox"/> Request of other Agency	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Study Session
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Presentation	<input type="checkbox"/> Resolution	<input type="checkbox"/> Public Hearing

RESOLUTION NO. 15

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING AGREEMENT REVISING THE EXISTING BILLING SYSTEM FOR SIGNAL AND LIGHTING SYSTEMS IN THE TOWN OF YUCCA VALLEY

WHEREAS, the State of California, through its Department of Transportation has presented an Agreement for revising the existing billing system for signal and lighting in the TOWN OF YUCCA VALLEY effective as of April 1, 1993 and to remain in effect until amended or terminated

WHEREAS, the Town Council has read said Agreement in full and is familiar with the contents thereof:

THEREFORE, be it resolved by the Town Council of the TOWN OF YUCCA VALLEY that said Agreement for revising the billing system for signal and lighting systems in the Town is hereby approved and the Mayor and the Town Clerk are directed to sign the same on behalf of said TOWN.

APPROVED AND ADOPTED this 1st day of April, 1993.

\_\_\_\_\_  
MAYOR

ATTEST:

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

signal.wps

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council
From: Alex Qishta, Project Engineer
Date: July 3, 2012
For Council Meeting: July 17, 2012

Subject: Construction Cooperative Agreement No. 08-1542 with Caltrans
SR-62, La Honda to Dumosa Project
Transportation Congestion Relief Program (TCRP)

Prior Council Review: On April 18, 2002, the Town entered into a cooperative agreement with Caltrans for the development of the SR-62 La Honda to Dumosa TCRP Project. On June 19, 2006, the Town executed an Amendment to the Cooperative Agreement (1159 A-1) to extend the termination date from 6-30-2006 to 12-31-2008. On November 21, 2008, The Town executed another Amendment to the Cooperative Agreement (1159 A-2) to extend the termination date from 12-31-2008 to December 31, 2011. On December 20, 2011, the Town executed another Amendment to the Cooperative Agreement (1159 A-3) to extend the termination date to December 31, 2013.

Recommendation: That the Town Council approves the Construction Cooperative Agreement No. 08-1542, and authorizes the Mayor to sign and execute the Cooperative Agreement.

Executive Summary: Town Council action is required to approve the Agreement. The Plans and Specifications are 100% complete and awaiting Caltrans Approval. Right of way acquisition is still required for the project, pending complete project funding.

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 SR-62 La Honda to Dumosa Project is a TCRP funded project. Funding includes project development and construction. Due to the fact that the project location is within Caltrans right-of-way, a Construction Cooperative Agreement is necessary.

The Town is in the final PS&E phase of the project, Town submitted 100% plans and specifications for Caltrans Approval, and the final approval is contingent on the submittal of Appraisal Map, which shows easements and right-of way lines for the properties adjacent

Reviewed By: [Signatures]
Town Manager, Town Attorney, Mgmt Services, SRS Dept Head

Department Report, Ordinance Action, Resolution Action, Public Hearing, Consent, Minute Action, Policy Direction, Study Session

to the project. The project entails the construction of raised medians from Kickapoo Trail to Elk Trail and from Cherokee Trail to Apache Trail, and sidewalk improvements from Palm Avenue to Dumosa Avenue. The Construction Cooperative Agreement defines responsibilities between the Town and Caltrans to complete construction of the project. The Agreement defines that the Town has 100% of the construction obligation.

**Alternatives:** No alternative actions are recommended.

**Fiscal impact:** There are no fiscal impacts caused by this action. As identified with adoption of the 2012/2013 fiscal year budget, the Town is seeking financial participation from the San Bernardino Associated Governments to complete the funding structure for this project.

**Attachment:** Agreement No.08-1542

## CONSTRUCTION COOPERATIVE AGREEMENT

This Agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

TOWN OF YUCCA VALLEY, a public entity referred to as TOWN.

For the purpose of this Agreement, the term PARTNERS hereinafter collectively refers to CALTRANS and TOWN (all signatory parties to this Agreement). The term PARTNER hereinafter refers to any one of those signatory parties individually.

### RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. For the purpose of this Agreement, the construction of sidewalks and installation raised curb medians at various locations from La Honda Way to Dumosa Avenue will be referred to hereinafter as PROJECT. All responsibilities assigned in this Agreement to complete Construction will be referred to hereinafter as OBLIGATIONS.

This agreement includes the following PROJECT COMPONENTS: CONSTRUCTION SUPPORT AND CONSTRUCTION CAPITAL.

3. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.
4. Prior to this Agreement, TOWN developed the Project Initiation Document; TOWN developed the Project Report (Cooperative Agreement No. 1159, 1159 A/1, 1159 A/2, 1159 A/3); TOWN developed the Plans, Specifications and Estimate (Cooperative Agreement No. 1159, 1159 A/1, 1159 A/2, 1159 A/3); and TOWN developing the Right of Way Certification (Cooperative Agreement No. 1159, 1159 A/1, 1159 A/2, 1159 A/3).
5. CALTRANS signed and approved a Categorical Exemption and Categorical Exclusion, pursuant to CEQA and NEPA, on January 20, 2009.
6. The estimated date for OBLIGATION COMPLETION is June 30, 2016.
7. In this Agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.

8. From this point forward, PARTNERS define in this Agreement the terms and conditions under which they will accomplish OBLIGATIONS.

### RESPONSIBILITIES

9. TOWN is SPONSOR for 100% of PROJECT.
10. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
11. TOWN is the only FUNDING PARTNER for this Agreement.  
  
The details of the funding commitment are documented in the latest FUNDING SUMMARY.
12. CALTRANS is the CEQA lead agency for PROJECT.
13. CALTRANS is the NEPA lead agency for PROJECT.
14. TOWN is IMPLEMENTING AGENCY for CONSTRUCTION.

### SCOPE

#### **Scope: General**

15. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
16. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The District Construction Division, with input from Structure Construction must approve the Quality Management Plan (QMP) before the encroachment permit for construction is issued.
17. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
18. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

19. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.
20. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
21. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this Agreement will be available to help resolve WORK related problems generated by that component for the entire duration of PROJECT.
22. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK within the SHS right of way without an encroachment permit issued in their name.

23. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
24. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

25. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
26. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
27. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
28. TOWN, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. TOWN will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
29. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
30. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
31. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
32. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
33. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.  
  
CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
34. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
35. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities



for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

36. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
37. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this Agreement.
38. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

<b>Applicable Cost Principles and Administration Requirements</b>		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
<b>CFR (Code of Federal Regulations)</b>		
<b>OMB (Office of Management and Budget)</b>		
<b>Related URLs:</b>		
• Various OMB Circular:	<a href="http://www.whitehouse.gov/omb/grants_circulars">http://www.whitehouse.gov/omb/grants_circulars</a>	
• Code of Federal Regulations:	<a href="http://www.gpoaccess.gov/CFR">http://www.gpoaccess.gov/CFR</a>	

39. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.
40. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
41. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and TOWN will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

42. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.
43. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.
44. PARTNERS will not incur costs beyond the funding commitments in this Agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

45. If WORK stops for any reason, IMPLEMENTING AGENCY will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
46. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

47. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this Agreement.
48. Contract administration procedures shall conform to CALTRANS' Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.
49. If the Resident Engineer is not also a registered Landscape Architect, TOWN will furnish, at TOWN expense and subject to approval of CALTRANS Landscape Architecture, a registered Landscape Architect to perform work related to architecture treatment and landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspection and final decisions including, but not limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work, consistent with any applicable measures in the environmental commitments record. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.
50. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771, including but not limited to preconstruction monumentation documents and a post construction Record of Survey that have been filed with the County Surveyor's Office). TOWN shall also submit corrected full-sized hardcopy structure plans.

**Scope: Environmental Permits, Approvals and Agreements**

51. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities.

Environmental Permits						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
NPDES SWRCB	TOWN	TOWN	TOWN	TOWN	TOWN	TOWN

**Scope: CONSTRUCTION**

52. TOWN will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

TOWN will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, TOWN also accepts responsibility to administer the construction contract.

PARTNERS agree that TOWN is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

53. TOWN will provide a RESIDENT ENGINEER, licensed to practice Civil Engineering in the State of California, and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.

54. TOWN will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$50,000.

CALTRANS must approve all CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* prior to implementing the CCO.

55. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds TOWN will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.

56. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, all FUNDING PARTNERS must be involved in determining how to proceed. If FUNDING PARTNERS do not agree in writing on a course of action within 15 working days, the IMPLEMENTING AGENCY shall not award the construction contract.

57. TOWN will require the construction contractor to furnish payment and performance bonds naming TOWN as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.

58. TOWN will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. TOWN will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.
59. CALTRANS will make SFM available at a CALTRANS-designated location after TOWN requests SFM and pays CALTRANS' invoice for actual SFM cost.
60. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.

### COST

#### **Cost: General**

61. PARTNERS will document specific funding, billing, and payment details in a separate FUNDING SUMMARY.

A valid FUNDING SUMMARY must be in place at all times until COMPLETION OF OBLIGATIONS.

PARTNERS will create a new FUNDING SUMMARY each time the funding, billing and payment details of PROJECT change. The FUNDING SUMMARY is only valid after each FUNDING PARTNER signs and dates the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

A new FUNDING SUMMARY will not require an amendment to this Agreement unless the total funding commitment of a FUNDING PARTNER changes, or the rules of the new funds require it.

Each PARTNER will designate an authorized representative to sign the FUNDING SUMMARY on its behalf.

62. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.
63. If a PARTNER has received Electronic Funds Transfer (EFT) certification from CALTRANS, that PARTNER will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
64. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.
65. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.  
  
Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.
66. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.
67. CALTRANS, independent of PROJECT, will pay or cause to be paid all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
68. TOWN, independent of PROJECT, will pay or cause to be paid all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right of way.
69. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
70. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS cost.
71. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS cost.
72. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS cost.

73. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
74. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
75. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.
76. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.
77. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS cost only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this Agreement.

If TOWN invoices for rates in excess of DPA rates, TOWN will fund the cost difference and reimburse CALTRANS for any overpayment.

78. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
79. If CALTRANS reimburses TOWN for any costs later determined to be unallowable, TOWN will reimburse those funds.
80. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
81. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this Agreement to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this Agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

82. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

83. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

**Cost: Environmental Permits, Approvals and Agreements**

84. The cost of coordinating, obtaining, complying with, implementing, including renewing and amending resource agency permits, agreements, and approvals is an OBLIGATIONS cost.

**Cost: CONSTRUCTION Support**

85. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS cost until PARTNERS execute a separate maintenance agreement.

**Cost: CONSTRUCTION Capital**

86. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice TOWN for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all SFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

**SCHEDULE**

87. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

**GENERAL CONDITIONS**

88. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this



Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

89. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
90. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
91. Neither TOWN nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless TOWN and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

92. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by TOWN and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon TOWN under this Agreement.

It is understood and agreed that TOWN will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by TOWN and/or its agents under this Agreement.

93. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
94. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
95. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

96. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.
97. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
98. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
99. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of TOWN will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

100. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
101. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
102. PARTNERS intend this Agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.

103. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
104. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
105. This Agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this Agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

106. The following documents are attached to, and made an express part of this Agreement: SCOPE SUMMARY.

### **DEFINITIONS**

**ARRA** – American Recovery and Reinvestment Act of 2009

**CALTRANS** – The California Department of Transportation

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.

**CONSTRUCTION SUPPORT** – See PROJECT COMPONENT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

**FHWA** – Federal Highway Administration

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

**FUNDING PARTNER** – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

**FUNDING SUMMARY** – A document separate from this Agreement that documents the details of funding and billing/payment arrangements. Details include, but are not limited to, fund source, fund type, payment method, invoice frequency, deposit amounts and PROJECT COMPONENT in which funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

**GAAP (Generally Accepted Accounting Principles)** – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

**IQA (Independent Quality Assurance)** – Ensuring that IMPLEMENTING AGENCY’s quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

**NEPA (National Environmental Policy Act of 1969)** – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**OBLIGATION COMPLETION** – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**OBLIGATIONS** – All responsibilities included in this Agreement.

**OMB (Office of Management and Budget)** – This federal office oversees the preparation of the federal budget and supervises its administration in Executive Branch agencies.

**PARTNER** – Any individual signatory party to this Agreement.

**PARTNERS** – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

**PROJECT** – The undertaking to provide the construction of sidewalks and installation of raised curb medians at various locations from La Honda Way to Dumosa Avenue.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

**QMP (Quality Management Plan)** – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

**RESIDENT ENGINEER** – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

**SAFETEA-LU** – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users.

**SCOPE SUMMARY** – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**SHS (State Highway System)** – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**SFM (State Furnished Material)** – Any materials or equipment supplied by CALTRANS.

**WORK** – All scope activities included in this Agreement.

**CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:  
Robert So, Program/Project Management Office Chief  
464 West 4th Street, 6th Floor, (MS-1229)  
San Bernardino, California 92401-1400  
Office Phone: (909) 383-4513  
Mobile Phone: (951) 288-4420  
Email: robert.so@dot.ca.gov

The primary Agreement contact person for TOWN is:  
Alex Qishta, Project Engineer  
57090 Twentynine Palms Highway  
Yucca Valley, California 92284  
Office Phone: (760) 369-1265  
Email: aqishta@yucca-valley.org

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

TOWN OF YUCCA VALLEY

APPROVED

APPROVED

By: \_\_\_\_\_  
Syed Raza  
Acting District 8 Director

By: \_\_\_\_\_  
TOWN Council

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_  
Jamie Anderson  
TOWN Clerk

By: \_\_\_\_\_  
Lisa Pacheco  
Budget Manager

APPROVED AS TO FORM AND PROCEDURE

By: \_\_\_\_\_  
Lona Leymon  
TOWN Attorney



SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	TOWN	N/A
3	265				Awarded and Approved Construction Contract		X	
5	270				Construction Engineering and General Contract Administration		X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		X	
		25			Construction Contract Administration Work		X	
		30			Contract Item Work Inspection		X	
		35			Construction Material Sampling and Testing		X	
			05		Materials Sampling and Testing for Quality Assurance		X	
			10		Plant Inspection for Quality Assurance		X	
			15		Independent Assurance Sampling and Testing		X	
			20		Source Inspection			X
		40			Safety and Maintenance Reviews		X	
		45			Relief From Maintenance Process		X	
		55			Final Inspection and Acceptance Recommendation		X	
		60			Plant Establishment Administration		X	
		65			Transportation Management Plan Implementation During Construction		X	
		75			NOTE: This WBS element is address in the text of this cooperative agreement. Resource Agency Permit Renewal and Extension Requests		X	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99			Other Construction Engineering and General Contract Administration		X	
5	275				Construction Engineering and General Contract Administration of Structures Work		X	
		10			Office Administration Work for Structures		X	
		20			Field Administration Work for Structures		X	
		30			Contract Change Order Inspection for Structures Work		X	
		40			Safety Tasks for Structures Work		X	
5	285				Contract Change Order Administration		X	
		05			Contract Change Order Process		X	
		10			Functional Support		X	
5	290				Resolve Contract Claims		X	
		05			Analysis of Notices of Potential Claims		X	
		10			Supporting Documentation and Responses to Notices of Potential Claims		X	
		15			Reviewed and Approved Claim Report		X	
		20			District Claim Meeting or Board of Review		X	
		25			Arbitration Hearing		X	

		30		Negotiated Claim Settlement		X	
		35		Technical Support		X	
5	295			Accept Contract, Prepare Final Construction Estimate, and Final Report		X	
		05		Processed Estimate After Acceptance		X	
		10		Proposed Final Contract Estimate		X	
		15		As-Built Plans		X	
		20		Project History File		X	
		25		Final Report		X	
		30		Processed Final Estimate		X	
		35		Certificate of Environmental Compliance		X	
		40		Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance		X	
		45		Post-Construction Traffic Operations Activities		X	
		99		Other Accept Contract/ Prepare Final Construction Estimate and Final Report		X	
4	300			FINAL RIGHT OF WAY ENGINEERING		X	
		05		Right of Way Monumentation		X	
		10		Trial Exhibits and Testimony		X	
		25		Relinquishment and Vacation Maps		X	
		30		Deed Package for Excess Land Transactions		X	
		35		Right of Way Record Map		X	

# FUNDING SUMMARY Number 1

Project Number: 0800000576  
 CALTRANS Agreement: 08-1542

## Part I – FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	PA&ED Support	PS&E Support	R/W Capital	R/W Support	CON Capital	CON Support	Totals by Fund Type
<b>IMPLEMENTING AGENCY -</b>									
								<b>TOWN</b>	
STATE	TOWN	State/Local Partnership Program (SLPP)	\$0	\$0	\$0	\$0	\$2,000,000	\$500,000	\$2,500,000
		Totals by Component	\$0	\$0	\$0	\$0	\$2,000,000	\$500,000	\$2,500,000

This table represents full funding of each PROJECT COMPONENT in Agreement 08-1542.

Billing and payment details follow.

# FUNDING SUMMARY Number 1

Project Number: 0800000576  
CALTRANS Agreement: 08-1542

## Part II – Billing and Payment Details

### Responsibilities

- TOWN is IMPLEMENTING AGENCY for CONSTRUCTION.

#### Cost: CONSTRUCTION SUPPORT

1. Each PARTNER listed below will do work for CONSTRUCTION SUPPORT as described in the SCOPE SUMMARY of this Agreement:

- TOWN

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- TOWN may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

TOWN will submit to CALTRANS monthly invoices for the prior month's expenditures.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, BILLING PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

#### Cost: CONSTRUCTION CAPITAL

2. CALTRANS will invoice TOWN for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all SFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

3. TOWN is the IMPLEMENTING AGENCY for CONSTRUCTION CAPITAL.

Therefore based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- TOWN may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

TOWN will submit to CALTRANS monthly invoices for the prior month's expenditures.

## **FUNDING SUMMARY Number 1**

Project Number: 080000576  
CALTRANS Agreement: 08-1542

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, BILLING PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

**FUNDING SUMMARY Number 1**

Project Number: 0800000576  
CALTRANS Agreement: 08-1542

**Part III – Signature Page**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

TOWN OF YUCCA VALLEY

APPROVED

APPROVED

By: \_\_\_\_\_  
Syed Raza  
Acting District 8 Director

By: \_\_\_\_\_  
TOWN Council

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

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

By: \_\_\_\_\_  
Lisa Pacheco  
District Budget Manager

By: \_\_\_\_\_  
HQ Accounting

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Administrative Services Director  
**Date:** July 11, 2012  
**For Council Meeting:** July 17, 2012  
**Subject:** Warrant Register: July 17, 2012

**Recommendation:**

Ratify the Warrant Register total of \$ 503,018.64 for checks dated June 28, 2012. Ratify the Payroll Registers total of \$ 318,374.84.

**Order of Procedure:**

- Department Report
- Request Staff Report
- Request Public Comment
- Council Discussion
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call)

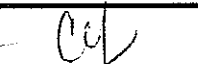
**Attachments:**

- Payroll Register No. 50 dated June 8, 2012 total of \$149,403.19
- Payroll Register No. 52 dated June 22, 2012 total of \$168,971.65
- Warrant Register No. 55 dated June 28, 2012 total of \$ 503,018.64

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Reviewed By:

  
Town Manager

  
Admin. Services

  
Town Attorney

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Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

**TOWN OF YUCCA VALLEY**

**PAYROLL REGISTER #50  
CHECK DATE - June 08, 2012**

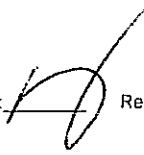
Fund Distribution Breakdown

**Fund Distribution**

General Fund	\$129,821.37
Gas Tax Fund	11,308.83
Successor Agency	<u>8,272.99</u>

<b>Grand Total Payroll</b>	<b><u><u>\$149,403.19</u></u></b>
----------------------------	-----------------------------------

Prepared by P/R & Financial Specialist:

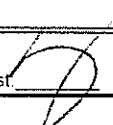
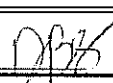


Reviewed by H/R & Risk Mgr.:





**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
Pay Period 50 - Paid 06/08/2012  
(May 19, 2012 - June 01, 2012)  
Checks: 4367-4387

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$5,334.10		\$5,334.10
Direct Deposit	74,031.50	-	74,031.50
Sub-total	79,365.60		79,365.60
<b><u>Employee Tax Withholding</u></b>			
Federal	13,337.82		13,337.82
Medicare	1,496.11	1,496.09	2,992.20
SDI - EE	-	-	-
State	4,311.55		4,311.55
Sub-total	19,145.48	1,496.09	20,641.57
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	2,756.95	1,565.79	4,322.74
PERS Survivor Benefit	42.00		42.00
Health Café Plan	2,216.65	13,620.36	15,837.01
American Fidelity Pre-Tax	259.76		259.76
American Fidelity After-Tax	12.15		12.15
American Fidelity-FSA	681.29		681.29
PERS EE - Contribution 7%	713.33		713.33
PERS EE - Contribution 8%	6,622.62		6,622.62
PERS Retirement - Employee	-	788.04	788.04
PERS Retirement - Employer	-	14,631.87	14,631.87
Wage Garnishment - Employee	290.60		290.60
Life & Disability Insurance		976.70	976.70
Unemployment Insurance		1,054.45	1,054.45
Workers' Compensation		3,163.46	3,163.46
Sub-total	13,595.35	35,800.67	49,396.02
<b>Gross Payroll</b>	<b>\$112,106.43</b>	<b>\$37,296.76</b>	<b>\$149,403.19</b>
Prepared by P/R & Financial Specialist  Reviewed by H/R & Risk Mgr. 			

TOWN OF YUCCA VALLEY  
PAYROLL REGISTER # 52  
CHECK DATE - June 22, 2012


Fund Distribution Breakdown

**Fund Distribution**

General Fund	\$148,719.43
Gas Tax Fund	10,625.42
Successor Agency	9,626.80
	<hr/>

**Grand Total Payroll**

\$168,971.65

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 



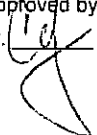


**WARRANT REGISTER # 55**  
**CHECK DATE - JUNE 28, 2012**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 40685 to # 40784 are valid  
Checks # 40722, # 40753, # 40757 are included in SA Warrant # 55

GENERAL FUND # 001	\$419,849.05
INTERNAL SERVICES FUND # 100	\$691.43
CUP DEPOSITS FUND # 200	\$8,290.81
COPS SLESF FUND # 509	\$48.48
AB2928 STATE CONSTRUCTION FUND # 513	\$10,991.91
STREET MAINTENANCE - FUND # 515	\$28,751.17
LTF FUND # 516	\$2,242.50
MEASURE I MAJOR ARTERIAL FUND # 522	\$1,908.42
MEASURE I 2010-2040 FUND # 524	\$3,843.98
SAFE ROUTES TO SCHOOLD FUND # 530	\$738.34
CMAQ FUND # 542	\$4,380.00
HUD JERRY LEWIS PARK FUND # 551	\$4,447.95
CDBG FUND # 560	\$10,508.60
LANDSCAPE/LIGHTING MAINTENANCE FUND # 581	\$230.00
STREET & DRAINAGE DISTRICT FUND # 582	\$230.00
CAPITAL PROJECTS FUND # 800	<u>\$5,866.00</u>
<b>GRAND TOTAL</b>	<b><u><u>\$503,018.64</u></u></b>

Prepared by Shirlene Doten, Finance  Approved by Mark Nuaimi, Town Manager   
Reviewed by: Curtis Yakimow, Admin Svc. Dir. 

**Town of Yucca Valley**

**Warrant Register**

June 28, 2012

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
001	GENERAL FUND			
	40685	Animal Care Equip. & Svs.	Shelter Supplies	\$1,055.92
	40686	Action Pumping, Inc.	Septic Pumping Services	2,495.00
	40688	Melinda Allen	Animal Shelter Service	120.00
	40689	American Association of Museum	Membership Dues	236.00
	40690	AlSCO/American Linen, Inc.	Facilities Maintenance	146.26
	40691	AT & T Mobility	Cell Phone Service	398.00
	40692	Avalon Urgent Care	Medical Services	260.00
	40693	Barr Lumber, Inc.	Community Services Supplies	53.66
	40694	Mary-Etta Betz	Recreation Trip Refund	270.00
	40695	Big 5 Corp.	Recreation Program Expense	146.50
	40696	Carquest Auto Parts	Maintenance Supplies	36.35
	40697	Carrot Top Industries	Town of Yucca Valley Flags	1,197.94
	40697	Charles Abbott & Assoc, Inc.	Permit Check Services	9,390.51
	40699	Checkered Flag Auto Spa	Portable Stage Maintenance	300.00
	40700	Chevron & Texaco Card Services	Vehicle Fuel	18.96
	40702	Community Action Partnership	Building Permit Refund	60.80
	40703	Companion Animal Clinic	Veterinary Supplies	20.00
	40704	Corelogics Information Solutions	Property Information	150.00
	40705	Cowboy Corral	Shelter Maintenance Supplies	771.41
	40707	Cyber Photographics	Uniform Expense	421.84
	40709	Kelly Davenport	Recreation Trip Refund	90.00
	40710	Desert Pacific Exterminators	Shelter Expense	49.00
	40711	Desert Hot Springs Animal Clinic	Veterinary Services	1,175.80
	40712	Dept of Justice	Fingerprinting Service	343.00
	40714	eLifeguard	YVHS Pool Program Expense	60.51
	40715	Farmer Bros. Co.	Office Supplies	482.77
	40716	FedEx	Delivery Service	38.71
	40717	John Fetcho	Recreation Trip Refund	180.00
	40718	Matt Fortune	Swim Program Refund	72.00
	40719	Lynda Gomez	Recreation Trip Refund	180.00
	40721	Harrison Air Conditioning	Facilities Maintenance	65.00
	40722	Hi-Desert Water	Water Service	617.34
	40723	Hi-Desert Publishing	Advertising	3,018.00
	40724	Hogle-Ireland Inc.	Development Code Update Svs.	20,818.20
	40725	Intervet, Inc.	Shelter Adoption Expense	2,859.69
	40726	Steve Johnson	Museum Exhibit Renovation	550.00
	40727	KCDZ-FM	General Plan Workshops	802.55
	40728	Jeremie King	Sports Referee	110.00
	40729	Knorr Systems, Inc.	YVHS Pool Maintenance	4,314.72
	40730	KV Vet Supply Co.	Veterinary Supplies	45.00
	40732	The Mallants Corp	Temporary Employment Svs.	2,660.84
	40733	Joyce Martini	Safety Equipment	200.00
	40735	Morongo Basin Cultural Arts Council	Art Tour 2012	150.00
	40737	Adella Moyado	Recreation Program Refund	36.00
	40738	Morongo Unified School District	YVHS Pool Utilites & Fleet Fuel	5,412.12
	40739	NRO Engineering	Engineering Services	2,632.50
	40740	Oasis Office Supply	Office Supplies	3,181.15
	40741	OnTrac	Delivery Service	3.59

**Town of Yucca Valley**

**Warrant Register**

June 28, 2012

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	40742	Carl Otteson	Testing Service	120.00
	40743	Pacific Telemanagement Svcs.	Public Phone Svcs.	82.64
	40744	Jeanette Payne	Recreation Trip Refund	90.00
	40745	Petty Cash-Jessica Rice	Miscellaneous Supplies	247.04
	40746	Premier Pet Products, LLC	Shelter Adoption Expense	211.91
	40748	RHA Landscape Architect	SS Park Project	2,217.20
	40750	SBCO - Information Services	05/12 Radio Access	2,037.00
	40751	SBCO Sheriff's Dept	June 2012 Professional Svcs.	274,043.00
	40752	Office of the County Recorder	Filing Fee	144.00
	40753	SCE	Electric Service	10,260.18
	40754	Todd Schauls	Museum Display Materials	117.50
	40755	Signs by Wanda	Signage	765.02
	40756	Simplot Partners, Inc.	Parks Maintenance & Supplies	1,345.12
	40757	So. Cal. Gas Co.	Natural Gas Vehicle Fuel	489.90
	40758	Solano Press Books	Reference Materials	108.64
	40759	Southwest Networks, Inc.	Guardian Security Pro-rated	25,317.65
	40760	Sprint	Phone Service	6.90
	40761	Dennis Stalley	Recreation Trip Refund	90.00
	40762	Stater Bros	Recreation Program Expense	284.48
	40763	Tease Shirts	Recreation Staff Uniforms	258.60
	40765	Trophy Express	Recreation & Sports Program Ex	206.88
	40766	Delanford Truitt	Sports Referee	198.00
	40767	Turf Star, Inc.	Parks Equipment Maintenance	747.88
	40768	Unisource Worldwide, Inc.	Maintenance Supplies	214.17
	40769	United Traffic	Solar Powered Message Board	17,498.60
	40771	Vagabond Welding Supply	YVHS Pool Maintenance	61.42
	40772	VCA Yucca Valley Animal Hospital	Veterinary Services	206.00
	40773	Verizon	Phone Service	2,939.60
	40774	Verizon	Long Distance Phone Svcs.	264.90
	40775	Valley Independent	Employee Business Cards	127.63
	40776	Walmart Community	Museum Supplies	1,725.94
	40777	Western Museum Association	Membership Dues	125.00
	40779	Peggy Wright	Recreation Trip Refund	180.00
	40780	Guy Wulf	Sports Referee	198.00
	40781	Yellowmart	Safety Equipment	378.08
	40782	Yucca Valley Mirror & Glass	Library Door Replacement	6,789.26
	40783	YV Republican Women Federated	Grubstake Days Refund	50.00
	EFT	The Home Depot	Maintenance Supplies	1,285.70
	EFT	First Bankcard Services	Professional Services	717.57
<b>Total 001 GENERAL FUND</b>				<b>\$419,849.05</b>
	100	INTERNAL SERVICE FUND		
	40740	Oasis Office Supply	Copier Paper	\$691.43
<b>Total 100 INTERNAL SERVICE FUND</b>				<b>\$691.43</b>

**Town of Yucca Valley**

**Warrant Register**

June 28, 2012

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
200 DEPOSITS FUND				
	40708	Danmark Development	Deposit Account Refund	\$1,717.42
	40716	FedEx	Delivery Service	25.19
	40736	Mark Melby	Deposit Account Refund	592.38
	40739	NRO Engineering	Engineering Services	5,852.50
	40740	Oasis Office Supply	Copy Service	103.32
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$8,290.81</b>
509 COPS-SLESF FUND				
	40745	Petty Cash-Jessica Rice	Miscellaneous Supplies	\$48.48
<b>Total 509</b>	<b>COPS-SLESF FUND</b>			<b>\$48.48</b>
513 AB2928-STATE CONSTRUCTION FUND				
	40778	Willdan Associates	TCRP Project	\$10,991.91
<b>Total 513</b>	<b>AB2928-STATE CONSTRUCTION FUND</b>			<b>\$10,991.91</b>
515 GAS TAX FUND				
	40690	AlSCO/American Linen, Inc.	Street Uniforms Service	\$79.05
	40701	Clark Construc/Hal Scott Clark	Street Shoulder Maintenance	2,118.50
	40706	Crafco, Inc.	Asphalt Maintenance Supplies	2,767.02
	40707	Cyber Photographics	Uniform Expense	546.29
	40720	Granite Construction, Inc.	Recycling Services	266.20
	40722	Hi-Desert Water	Water Service	96.32
	40734	Match Corporation	December 2010 Storm Repair	16,553.04
	40753	SCE	Electric Service	484.50
	40764	Tops n Barricades	Streets Maintenance Supplies	1,949.81
	40770	United Rentals, Inc.	Streets Maintenance	3,690.44
	40781	Yellowmart	Safety Equipment	200.00
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b>\$28,751.17</b>
516 LTF FUND				
	40739	NRO Engineering	Engineering Services	\$2,242.50
<b>Total 516</b>	<b>LTF FUND</b>			<b>\$2,242.50</b>
522 MEASURE I MAJOR ARTERIAL FUND				
	40747	RBF Consulting	Hwy 62 Palm to Airway Project	\$1,908.42
<b>Total 522</b>	<b>MEASURE I MAJOR ARTERIAL FUND</b>			<b>\$1,908.42</b>
524 MEASURE I - 2010-2040 FUND				
	40753	SCE	Electric Service	\$3,843.98
<b>Total 524</b>	<b>MEASURE I - 2010-2040 FUND</b>			<b>\$3,843.98</b>
530 SAFE ROUTES TO SCHOOL				
	40713	Dollar Days	Bicycle Locks-SRTS Program	\$738.34
<b>Total 530</b>	<b>SAFE ROUTES TO SCHOOL</b>			<b>\$738.34</b>

**Town of Yucca Valley**

**Warrant Register**

June 28, 2012

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
542 CMAQ				
	40687	Albert Grover & Assoc.	Hwy Signal Synchronization	\$4,380.00
<b>Total 542 CMAQ</b>				<b>\$4,380.00</b>
551 HUD- JERRY LEWIS PARK FUND				
	40748	RHA Landscape Architect	SS Park Project	\$4,447.95
<b>Total 551 HUD- JERRY LEWIS PARK FUND</b>				<b>\$4,447.95</b>
560 CDBG FUND				
	40749	RJM Design Group	CC Splash Park	\$9,933.60
	40739	NRO Engineering	Engineering Services	575.00
<b>Total 560 CDBG FUND</b>				<b>\$10,508.60</b>
581 LANDSCAPE/LIGHTING MAINTENANCE FUND				
	40739	NRO Engineering	Engineering Services	\$230.00
<b>Total 581 LANDSCAPE/LIGHTING MAINTENANCE FUND</b>				<b>\$230.00</b>
582 STREET & DRAINAGE FUND				
	40739	NRO Engineering	Engineering Services	\$230.00
<b>Total 582 STREET &amp; DRAINAGE FUND</b>				<b>\$230.00</b>
800 CAPITAL PROJECTS FUND				
	40731	LandMark	Church Street Improvement	\$4,716.00
	40739	NRO Engineering	Church Street Project	1,150.00
<b>Total 800 CAPITAL PROJECTS FUND</b>				<b>\$5,866.00</b>
***		<b>Report Total</b>		<b>\$503,018.64</b>



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Mark Nuaimi, Town Manager
Date: July 11, 2012
For Council Meeting: July 17, 2012

Subject: Financing, Disposition and Development Agreement for Affordable Senior Housing Project

Prior Agency Review:

- The former Yucca Valley Redevelopment Agency ("Agency") authorized the release of the Request for Qualifications at its meeting of June 15, 2010.
The Agency approved the selection of National Community Renaissance of California (NCRC) as the development entity to deliver an affordable senior housing opportunity at its meeting of October 19, 2010.
The Agency reviewed site alternatives at its meeting of November 16, 2010 and recommended the Dumosa site as the preferred site for the proposed Project.
The Agency authorized an Exclusive Negotiating Agreement (ENA) with NCRC on December 21, 2010.
The Town Council approved the Yucca Valley Senior Affordable Housing Specific Plan (S01-11) and Conditional Use Permit (CUP 03-11) on May 17, 2011.
The Agency approved an Option Agreement providing site control of the Dumosa property on May 17, 2011.
The Town Council approved the Financing, Disposition and Development Agreement (FDDA) between the Town and NCRC establishing the terms under which the Town would support development of a seventy-five unit affordable senior housing project on March 20, 2012

Recommendation: It is recommended that the Town Council:

- 1. Receive update and provide comments regarding potential modification to the FDDA; and
2. Direct staff to bring back all documents required to support the NCRC application for Tax Credits as part of a July Tax Credit Allocation submittal;

Executive Summary: On October 19, 2010, the former Yucca Valley Redevelopment Agency selected National Community Renaissance of California (NCRC) as their preferred development entity to deliver an affordable senior housing project in the Town of Yucca Valley. Since that selection, NCRC and the Town have made great strides to bring the concept of an affordable senior housing project to fruition by:

Reviewed By: [Signature] Town Manager, [Signature] Town Attorney, Mgmt Services, Dept Head

X Department Report, Ordinance Action, Resolution Action, Public Hearing, Consent, Minute Action, Receive and File, Study Session

- Selecting the Dumosa / SR-62 site as a preferred location on November 16, 2010;
- Approving an Exclusive Negotiating Agreement (ENA) on December 21, 2010;
- Developing and approving the Yucca Valley Senior Affordable Housing Specific Plan (S01-11) and Conditional Use Permit (CUP 03-11) on May 17, 2011;
- Completing an application for HUD-202 funding;
- Securing HOME program funds through the County of San Bernardino in the amount of \$1,622,830;
- Securing Sec 518 USDA Permanent Financing in the amount of \$1,451,000
- Approved of the Financing, Disposition and Development Agreement (FDDA) between the Town and NCRC on March 20, 2012;
- Completing an application for the first round of the Tax Credit Allocation Committee for the March 22, 2012 TCAC Cycle;

The California Tax Credit Allocation Committee (TCAC) conducts two tax credit grant award cycles. Tax credit financing is a popular source of funding for affordable housing projects. Based upon recent grant cycles, NCRC and Town staff worked to complete an application for the March 22, 2012 TCAC Cycle. While our project achieves maximum points due to the amenities associated with the project, our tie-breaker was insufficient to secure tax credit funding. Staff has worked with NCRC to improve the competitiveness of our application.

**Order of Procedure:**

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

**Discussion:**

Since receiving direction in December 2010, NCRC, Agency and Town staff has worked diligently in meeting the accelerated timelines associated with the various funding opportunities available to the project. Given the scope and quality of the proposed affordable housing project, it would not be possible for the Town to construct such an asset without the leveraging of other funding sources. The final funding source required for the project is Low Income Housing Tax Credits (LIHTC) awarded from the California Tax Credit Allocation Committee.

**March TCAC Application Financing**

**SOURCES & USES OF FUNDS**

Project Name: *Dumosa Ave. Project - 75 Senior DU - 9% LIHTC - sec 538, NON-PREVALING WAGE*  
 Project Address: *Town of Yucca Valley, Ca* *Preliminary*  
 Developer: *National CORE*

<b>SOURCES: CONSTRUCTION</b>		<b>USES:</b>	
Construction Loan	\$6,000,000 34%	Acquisition Costs/Closing	\$941,000
Town of Yucca Valley	\$1,577,000 9%	Architecture/Fees & Permits	\$2,225,000
LIHTC Equity	\$8,707,663 49%	Construction Cost	\$12,732,691
County of San Bernardino HOME funds	\$1,622,830 9%	Indirect Construction/Legal	\$524,654
		Developer's Fee	\$660,000
		Rent-Up Costs/Reserves	\$219,595
		Financing Costs	\$604,553
<b>TOTAL</b>	<b>\$17,907,493 100%</b>		<b>\$17,907,493</b>
<b>SOURCES: PERMANENT</b>		<b>USES:</b>	
Permanent Loan - Sec 518 USDA loan	\$1,451,000 8%	Acquisition Costs/Closing	\$941,000
Town of Yucca Valley	\$1,577,000 8%	Architecture/Fees & Permits	\$2,225,000
LIHTC Equity	\$14,141,556 75%	Construction Cost	\$12,732,691
County of San Bernardino HOME funds	\$1,622,830 9%	Indirect Construction/Legal	\$524,654
Deferred Dev Fee	\$80,000 0%	Developer's Fee	\$1,400,000
AHP	\$0 0%	Rent-Up Costs/Reserves	\$312,336
Fee waivers	\$0 0%	Financing Costs	\$736,706
<b>TOTAL</b>	<b>\$18,872,387 100%</b>		<b>\$18,872,387</b>

**TCAC LIHTC Application Process**

The TCAC application is a competitive process. Applicants from across the state submit proposals for consideration and are then evaluated based upon criteria summarized in the following table. In the vast majority of TCAC cycles, projects MUST receive maximum points to be competitive and the final decision is then based upon a tie-breaker that factors "local" funding versus the total project costs. The TCAC process also allocates funding to various regions across the state and has separate categories for urban versus rural designation.

The Yucca Valley Senior Affordable Housing project is projected to receive maximum points. The project is entitled (Eval Factor "G" – Readiness to Proceed), the site is adjacent to amenities (Eval Factor D(1) – Site Amenities), there are adequate public funds being provided through the HOME Program and Town loans (Eval Factor A(3) – Public Funds), NCRC has a fantastic track record as the General Partner, Management Company, and Service Amenities provider (various factors). Unlike the HUD-202 process, the TCAC application and evaluation is very transparent and defensible.

**VI. POINTS SYSTEM - SECTION 2: POINTS SYSTEM SUMMARY**

Total Possible Points: 148, Minimum Points Required: 123  
 (Do Not Submit An Application If You Do Not Have The Minimum Points Required)

	APPLICANT POINTS	MAXIMUM POINTS	TOTAL POINTS
<b>A. Cost Efficiency, Credit Reduction, &amp; Public Funds</b>	0	20	0
A(1) Cost Efficiency	0	20	
A(2) Credit Reduction	0	20	
A(3) Public Funds	0	20	
<b>B. General Partner &amp; Management Company Experience</b>	0	9	0
A(1) General Partner Experience	0	6	
A(2) Management Company Experience	0	3	
<b>C. Housing Needs</b>	0	10	0
<b>D. Site &amp; Service Amenities</b>	0	25	0
D(1) Site Amenities	0	15	
D(2) Service Amenities	0	10	
<b>E. Sustainable Building Methods</b>	0	10	0
<b>F. Lowest Income &amp; 10% of Units Restricted @ 30% AMI</b>	0	52	0
F(1) Lowest Income	0	50	
F(2) 10% of Units Restricted @ 30% AMI	0	2	
<b>G. Readiness to Proceed</b>	0	20	0
<b>H. Miscellaneous Federal and State Policies</b>	0	2	0
*Negative Points (if any, please enter amount:)		NO MAX	0
<b>Total Points:</b>			<b>0.0</b>

Town's Role In Transaction

The Town's participation in the Project is solely as a lender -- the Town is not participating in the Project as a developer or owner. Any actions by the Town which are not fully consistent with the Town's role as a lender are intended only to carry out routine government functions and impose constitutionally or statutorily authorized conditions acceptable to the Developer. As such, the Project and the Town's participation through this Agreement are outside the scope of California Constitution Article XXXIV and its enabling legislation.

Since the March TCAC Application, Town and NCRC staff have worked to improve the competitiveness of our application through cost reductions and potential increases in the Town's Loan to the project. These include:

- Construction Strategy: Through an innovative construction strategy, NCRC has been able to reduce the estimated cost of the Project from \$18.9 million to approximately \$17.3 million. This action alone improves the tie-breaker. This estimated cost includes the Site acquisition costs and the hard and soft costs of constructing the Project which will provide affordable housing to income-qualified seniors for a guaranteed 55-year term; and
  - Infrastructure Reduction: Town staff considered removal of a number of project elements that deliver regional infrastructure. These included the flood control improvements along Dumosa, re-alignment of Dumosa, and the traffic signal improvement at SR-62 & Dumosa. While cutting the cost of the project improves the competitiveness, it is less beneficial than simply increasing the amount of loan from the Town. Staff recommends **against** reducing the scope of infrastructure associated with the project;
  - Town Loan Increase: Based upon the infrastructure being delivered by the project and prior actions from the former Redevelopment Agency, there are a number of funding sources available that support this increased loan amount:
    - Project Development Impact Fees: \$250,000
    - Storm Drain Impact Fees: 300,000
    - Local Transportation Fund (LTF) 300,000
    - December 2010 Exclusive Negotiating Agreement (Low Mod Income Housing Set Aside) 500,000
    - SERAF Repayment from Successor Agency 635,000
- \$1,985,000

To improve the competitiveness of the application in the July TCAC competition, Town staff is recommending to Town Council to increase the Town Loan to NCRC to an amount of \$1,985,000. Coupled with the cost savings due to the innovative construction approach, the tie-breaker is improved considerably, to a level that would have received funding in the March TCAC competition.

**Alternatives:** Town Council could recommend that the Town maintain its loan amount at the authorized level from March (\$635,000), increase the loan amount partially, or direct staff to not apply for the July TCAC application

**Fiscal Impact:** Town staff has identified sources of potential funding to increase the Town Loan up to the recommended amount of \$1,985,000. **Any subsequent disbursements would occur ONLY after successful tax credit award to NCRC by TCAC.**