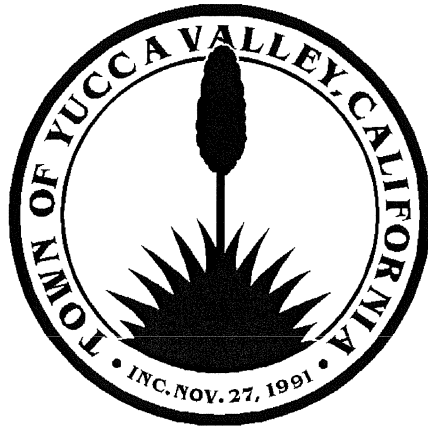


TOWN OF YUCCA VALLEY  
REDEVELOPMENT AGENCY MEETING



*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, JUNE 21, 2010  
REDEVELOPMENT AGENCY: 5:30 p.m.  
YUCCA VALLEY COMMUNITY CENTER  
YUCCA ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

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

\* \* \* \*

**REDEVELOPMENT AGENCY**  
*George Huntington, Agency Chair*  
*Frank Luckino, Agency Vice Chair*  
*Isaac Hagerman, Agency Member*  
*Dawn Rowe, Agency Member*

\* \* \* \*

**TOWN ADMINISTRATIVE OFFICE:  
760-369-7207**

[www.yucca-valley.org](http://www.yucca-valley.org)

**AGENDA  
MEETING OF THE  
TOWN OF YUCCA VALLEY TOWN COUNCIL/REDEVELOPMENT AGENCY  
TUESDAY, JUNE 21, 2010**

*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 369-7209 at least 48 hours prior to the meeting.*

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

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

**OPENING CEREMONIES**

**CALL TO ORDER**

**ROLL CALL:** Agency Members Abel, Hagerman, Luckino, Rowe, and Chair Huntington.

**CONSENT AGENDA**

- 1-4 1. Minutes of the Regular Redevelopment Agency Meeting of May 17, 2011.

**Recommendation: Approve minutes as presented.**

- 5-13 2. Warrant Register, June 21, 2011

**Recommendation: Ratify RDA Warrant Registers total of \$9,876.27 for expenses dated May 19, 2011 through June 2, 2011. Ratify RDA Payroll Registers total of \$17,781.42 dated May 13, 2011 through May 27, 2011.**

*All items listed on the consent calendar are considered to be routine matters or are considered formal documents covering previous Agency 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 Agency 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 Agency Secretary before the consent calendar is called.*

**Recommendation: Adopt Consent Agenda (item -) (roll call vote)**

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

**PUBLIC HEARING**

- 14-32 3. FY 2011-12 Proposed Budget

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING THE 2011-12 REDEVELOPMENT AGENCY BUDGET AND APPROVING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2011 AND ENDING JUNE 30, 2012

Staff Report

**Recommendation: Adopt a Resolution approving the Fiscal Year 2011-12 Budget, and designating those officials authorized to make requisitions for encumbrances against appropriations; Approve the draft agreement between the Town of Yucca Valley and the Yucca Valley Chamber of Commerce, and authorize the Executive Director and Agency Attorney to make any non-substantive changes.**

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

**DEPARTMENT REPORTS**

- 33-38 4. FY 2010-11 Budget Amendments

A RESOLUTION OF THE REDEVELOPMENT AGENCY, OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE 2010-11 REDEVELOPMENT AGENCY BUDGET

Staff Report

**Recommendation: Adopt a Resolution amending the fiscal year 2010-11 Adopted Budget by transferring \$400,000 from the Sr. Housing Project general account to the Sr. Housing Project – CORE Account; appropriating \$450,000 of Undesignated Reserves of the Debt Service fund to assist in the funding of the General Plan Update; and appropriating \$100,000 of Undesignated Reserves for the Housing Fund to assist in the funding of the General Plan Update.**

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

**PUBLIC COMMENTS**

**ADJOURNMENT**

**TOWN OF YUCCA VALLEY  
REDEVELOPMENT AGENCY MEETING MINUTES  
MAY 17, 2011**

Chair Huntington called the meeting of the Town of Yucca Valley Redevelopment Agency to order at 8:05 p.m.

Agency Members Present: Abel, Hagerman, Luckino, Rowe, and Chair Huntington.

Staff Present: Executive Director Nuaimi, Agency Counsel Laymon, Deputy Executive Director Stueckle, Treasurer Yakimow, Community Services Director Schooler and Secretary Anderson.

**CONSENT AGENDA**

1. **Approve**, Minutes of the Regular Redevelopment Agency Meeting of May 3, 2011, as presented.
2. **Ratify**, RDA Warrant Registers total of \$136,704.82 for expenses dated May 5, 2011. Ratify RDA Payroll Register total of \$8,199.69 dated April 29, 2011.

Agency Member Hagerman moved to adopt the Consent Agenda, Items 1-2. Agency Member Luckino seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Agency Members Abel, Hagerman, Luckino, Rowe and Chair Huntington  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**DEPARTMENT REPORTS**

3. **Senior Affordable Housing Development Financial Commitment Resolution and Option Agreement**

A RESOLUTION OF THE REDEVELOPMENT AGENCY, OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, PROVIDING A FINANCIAL COMMITMENT TO NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA, FOR INCLUSION IN AN APPLICATION IN RESPONSE TO HUD'S SECTION 202 NOTICE OF FUNDING AVAILABILITY (NOFA) 2010-11 PURSUANT TO A FORTHCOMING DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE AGENCY AND NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA

With reference to the complete printed staff report provided in the meeting packets and preserved in the meeting files, Executive Director Nuaimi presented the project discussion

and gave a PowerPoint presentation showing the results of the survey given to seniors who were attending various outreach efforts regarding the project. The item is a preliminary funding commitment of the full \$3.2 million in the event CORE doesn't get the County Home funds. He noted there is well over the \$3.2 million potential offset dollars available, and is confident the Agency's funding will not be near the \$3.2 number and will probably be between \$1.5 to \$2 million, and it is hoped all that no funds will have to be spent. This project is also subject to a Disposition and Development Agreement so this is not the last time the Agency will see this.

**Margo Sturges**, Yucca Valley, spoke in support of the project but questioned the gap funding.

Executive Director Nuaimi explained that the discussion has always been that the CORE would be going after HUD funding, and County HOME funds, noting this financial commitment and option agreement is developed for the sole purpose of the HUD section 202 application, showing HUD that Yucca Valley is dedicated to this project.

Administrative Services Director Yakimow advised of the specific criteria in the HUD application regarding leveraging of resources and the local commitment.

Chair Huntington questioned how much is in the LMI fund. Administrative Services Director Yakimow advised that right now there is \$2,000,000 but there is 20% going into the fund every year and there is also bonding capacity.

Agency Member Hagerman questioned, out of the projects CORE has completed, how many received the HUD evaluation points of 102 and where does that amount fit into the projects that have been granted HUD funding. Julie Mungai, CORE, advised this is the first time HUD has come out with the specific scoring criteria, and is their attempt to make the process much more black and white. Since it is fairly black and white and a very competitive process, it is reasonable to assume that everyone who applies will try to reach that target 102 points. If you can show a commitment of more than 30% of the HUD amount you are requesting you get the full points. Agency Member Hagerman commented he would like to know where we stand from HUD's point of view, noting the feedback he hears from seniors is that this is coming and if we miss the funding this year it is going to be our fault, and questioned if CORE is putting together the best looking package for HUD. Ms. Mungai stated they are using a 3<sup>rd</sup> party consultant who specializes in HUD applications. She knows her stuff and will act as a liaison to HUD. Administrative Services Director Yakimow added that CORE was selected for this project because they demonstrated their capacity and creativity for looking at different funding alternatives.

Agency Member Luckino questioned if the ownership deed for the project will be in the name of Core or the Town. Ms. Mungai stated that it will initially be CORE, but will convert to a single asset corporation. Agency Member Luckino questioned CORE's financial commitment

in this project outside of trading tax credits. Ms. Mungai advised in a sense it is nothing and explained the financial structuring for the nonprofit. Agency Member Luckino advised that a year ago the Agency had a for-profit entity come to the table, was told it was a bad deal because there was no cash investment. Executive Director Nuaimi advised that proposal was also going to not only use up all the LMI funds but was also going to use all the Agency's bonding capacity and only generate 32 units. Agency Member Luckino expressed concern regarding waiving of impact fees for the project, noting the Town would not waive them for other developers. Deputy Executive Director Stueckle commented on the issue of impact fees and equity between this project and for-profit, noting the ordinance doesn't differentiate between for-profit and nonprofit, but provides for an exception for affordable housing providers, so it is applicable across the board under the Town's ordinance.

Executive Director Nuaimi advised that staff will be bringing back the Disposition and Development Agreement that will tie the many details of this transaction together. He noted the Agency has the resources to make the \$3.2 commitment but he does not believe it will have to pay those funds in the end.

Agency Member Luckino questioned what would happen if the RDA goes away. Executive Director Nuaimi advised the Agency has already committed these dollars for specific purposes, noting that, even with all dialogue going on, there are still plenty of housing advocates out there who say at a minimum the 20% set aside should continue. He noted the Town will be establishing a Housing Authority.

Chair Huntington advised the elimination of RDA is included in the latest budget proposal.

Agency Member Hagerman moved to: (a) Adopt Resolution No. RDA-11-05 providing a financial assistance commitment to CORE pursuant to a Disposition and Development Agreement in the amount of \$3.2 million in accordance to the standard terms and conditions in the referenced Letter of Financial Commitment for the proposed Senior Affordable Housing Project, and direct staff to forward a Letter of Commitment indicated same to CORE for inclusion in the HUD 202 application; (b) Approve the Option Agreement providing site control of the Dumosa/Hwy 62 property to CORE for the proposed Senior Affordable Housing Project. Agency member Rowe seconded.

Agency Member Abel stated he understands the concern but even in the worst case, if all other funding came about the Agency would be leveraging quite a bit.

Chair Huntington stated that the listing of development costs at the top of the sheet it states non prevailing wage. Ms. Mungai advised that is an error and it would be prevailing wages. Chair Huntington noted he also saw amounts for plan check fees etc., so there are a lot of little pockets for gap funding. He questioned the figures for median income. Ms. Mungai explained the methodology noting the numbers given are for a 4 person household and

divided for senior housing.

Motion carried 5-0 on a roll call vote.

**AYES:** Agency Members Abel, Hagerman, Luckino, Rowe and Chair Huntington  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

Ms. Mungai expressed gratitude to the Agency, its Chair and staff, stating it has been a pleasure to work with everyone and CORE is excited to work with the Town on this project and are fully committed to it.

**PUBLIC COMMENTS**

**None**

**ADJOURNMENT**

There being no further business, Chair Huntington adjourned the meeting at 8:50 p.m.

Respectfully submitted,

Jamie Anderson  
Agency Secretary



## YUCCA VALLEY REDEVELOPMENT AGENCY STAFF REPORT

**To:** Honorable Chair and Agency Members

**From:** Curtis Yakimow, Treasurer

**Date:** June 14, 2011

**For Agency Meeting:** June 21, 2011

**Subject:** RDA Warrant Register – June 21, 2011

### Recommendation:

Ratify RDA Payroll Registers total of \$ 17,781.42 dated May 13, 2011 through May 27, 2011. Ratify RDA Warrant Registers total of \$ 9,876.27 for expenses dated May 19, 2011 through June 2, 2011.

### Order of Procedure:

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

### Attachments:

Payroll Register No. 46 dated May 13, 2011 total of \$ 8,402.59

Warrant Register No. 49 dated May 5, 2011 total of \$ 3,233.96

Payroll Register No. 48 dated May 27, 2011 total of \$ 9,378.83

Warrant Register No. 51 dated June 2, 2011 total of \$ 6,642.31

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Reviewed By:

  
Executive Director

  
Treasurer

  
Agency Attorney

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Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

YUCCA VALLEY RDA  
WARRANT REGISTER # 46  
CHECK DATE - May 13, 2011

Payroll Summary


**Summary**

Salaries	\$6,507.57
Benefits	\$1,895.02
Professional Services	\$0.00

**Total Payroll**

\$8,402.59

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



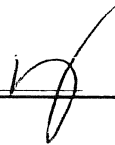
**Yucca Valley Redevelopment Agency**

Payroll Allocation

Pay Period 46 - Paid 5/13/11

<b>Salaries</b>	<b>\$6,507.57</b>
<b>Benefits</b>	
Medicare	97.26
Medical Benefit	0.00
Workers Compensation Insurance	195.25
Life & Disability Insurance	0.00
Unemployment Insurance	65.09
Retirement	1,337.42
Car Allowance	200.00
<b>Total Benefits:</b>	<b>1,895.02</b>
<b>Professional Services (Agency Members)</b>	<b>0.00</b>
<b>Total RDA Payroll:</b>	<b>\$8,402.59</b>

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



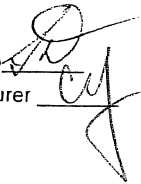
**RDA WARRANT REGISTER # 49  
CHECKS DATED MAY 19, 2011**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 34414, # 34423, # 34424, # 34429 are valid

RDA - CAPITAL PROJECTS FUND # 930	\$0.00
RDA - DEBT SERVICE FUND # 931	\$509.46
RDA - DEBT SERVICE - FUND # 932	\$2,724.50
<b>GRAND TOTAL</b>	<b><u><u>\$3,233.96</u></u></b>

Prepared by: Shirlene Doten, Finance  
Reviewed by: Curtis Yakimow, Treasurer



Approved by: Mark Nuaimi, Executive Director



**Yucca Valley Redevelopment Agency**

**Warrant Register**

May 19,2011

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
931 RDA - DEBT SERVICE FUND				
	34423	Rosenow Spevacek Grp., Inc.	PFF Property Consulting Svs.	\$167.50
	34429	SCE	Electric Service	341.96
<b>Total 931 RDA - DEBT SERVICE FUND</b>				<b><u>\$509.46</u></b>
932 RDA - LOW/MODERATE HOUSING FUND				
	34414	NRO Engineering	Engineering Services	\$460.00
	34423	Rosenow Spevacek Grp., Inc.	PFF Property Consulting Svs.	146.25
	34424	SBCO-Clerk/Board of Supervisors	Senior Housing Project Fee	2,060.25
	EFT	First Bankcard	Meetings & Travel	58.00
<b>Total 932 RDA - LOW/MODERATE HOUSING FUND</b>				<b><u>\$2,724.50</u></b>
<b>***</b>		<b>Report Total</b>		<b><u>\$3,233.96</u></b>

**YUCCA VALLEY RDA  
WARRANT REGISTER # 48  
CHECK DATE - May 27, 2011**

Payroll Summary

**Summary**

Salaries	\$7,177.32
Benefits	\$1,931.51
Professional Services	\$270.00

**Total Payroll**

\$9,378.83

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



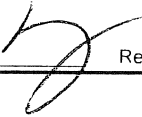
**Yucca Valley Redevelopment Agency**

Payroll Allocation

Pay Period 48 - Paid 5/27/11

<b>Salaries</b>	<b>\$7,177.32</b>
<b>Benefits</b>	
Medicare	106.97
Medical Benefit	0.00
Workers Compensation Insurance	215.34
Life & Disability Insurance	0.00
Unemployment Insurance	71.78
Retirement	1,337.42
Car Allowance	200.00
<b>Total Benefits:</b>	<b>1,931.51</b>
<b>Professional Services (Agency Members)</b>	<b>270.00</b>
<b>Total RDA Payroll:</b>	<b>\$9,378.83</b>

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



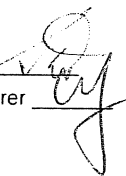
**RDA WARRANT REGISTER # 51  
CHECKS DATED JUNE 2, 2011**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 34458, # 34464, # 34473, # 34504, # 34518, # 34520 # 34533  
and an EFT are valid

RDA - CAPITAL PROJECTS FUND # 930	\$0.00
RDA - DEBT SERVICE FUND # 931	\$3,426.64
RDA - DEBT SERVICE - FUND # 932	\$3,215.67
<b>GRAND TOTAL</b>	<b><u><u>\$6,642.31</u></u></b>

Prepared by: Shirlene Doten, Finance  
Reviewed by: Curtis Yakimow, Treasurer



Approved by: Mark Nuaimi, Executive Director





**Town of Yucca Valley Redevelopment Agency**

**Warrant Register**

**June 2, 2011**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
931	RDA - DEBT SERVICE FUND			
	34473	Bank of New York Mellon	Fiscal Agent Fees	\$1,800.00
	34504	Hi-Desert Water	Water Service	20.10
	34518	Mark Nuaimi	Seminar Expense	202.06
	34520	Oasis Office Supply	Color Cartridges	1,135.96
	34533	So. Cal. Gas Co.	Natural Gas Service	43.79
	EFT	First Bank Card	Operating Supplies	224.73
<b>Total 931</b>	<b>RDA - DEBT SERVICE FUND</b>			<b>\$3,426.64</b>
932	RDA - LOW/MODERATE HOUSING FUND			
	34464	Aleshire & Wynder, LLC	April 2011 Professional Services	\$2,014.00
	34473	Bank of New York Mellon	Fiscal Agent Fees	450.00
	34505	Hi-Desert Publishing	Senior Housing Advertisement	717.92
	34458	SBCO Clerk of the Board	Filing Fee	33.75
<b>Total 932</b>	<b>RDA - LOW/MODERATE HOUSING FUND</b>			<b>\$3,215.67</b>
<b>***</b>	<b>Report Total</b>			<b>\$6,642.31</b>

# YUCCA VALLEY REDEVELOPMENT AGENCY STAFF REPORT

**To:** Honorable Chair & Agency Members  
**From:** Mark Nuaimi; Executive Director  
Curtis Yakimow, Treasurer  
**Date:** June 15, 2011  
**For Council Meeting:** June 21, 2011

**Subject:** FY 2011-12 Proposed Budget

**Recommendation:** It is recommended that the Agency;

- Adopt a resolution approving the fiscal year 2011-12 budget, and designating those officials authorized to make requisitions for encumbrances against appropriations.
- Approve the draft agreement between the Town of Yucca Valley and the Yucca Valley Chamber of Commerce, and authorize the Executive Manager and Agency Attorney to make any non-substantive changes.

**Order of Procedure:**

Staff Report  
Open Public Hearing  
Public Comment  
Close Public Hearing  
Questions of Staff  
Agency Discussion  
Agency Action

**Discussion:** The Yucca Valley Redevelopment Agency proposed budget consists of three separate funds for Capital Projects, Debt Service, and Low/Moderate Housing. Revenues for the Agency are provided through tax increment funding, and indirectly through the issuance of tax increment bonds.

To assist the Agency Board in reviewing the proposed fiscal year 2011-12 budget, a copy of the Town Manager/Executive Director's Transmittal Letter is included as follows:


**Yucca Valley Redevelopment Agency**

The proposed Yucca Valley Redevelopment Agency budget for fiscal year 2011-12 assumes the continued existence of redevelopment at the state level. With the various alternatives and proposals under consideration in the state capital as part of the current year budget, there is a distinct possibility that the redevelopment landscape in 2011-12 will look and function much differently than today.

Reviewed By:

  
Exec. Director

  
Agency Counsel

  
Treasurer

  
Dept Head

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

For example, should the “Two-Bill” approach to RDA structure pass at the state level as currently drafted, the impact would be approximately \$650,00 in FY 2011-12 and \$150,000 annually thereafter.

Given the uncertainty, the Town’s RDA proposed budget assumes redevelopment continuance at the fiscal year 2010-11 level. Any significant changes at the state level subsequent to the adoption of the Town RDA’s budget will result in the need for additional analysis, planning and revision of the proposed budget.

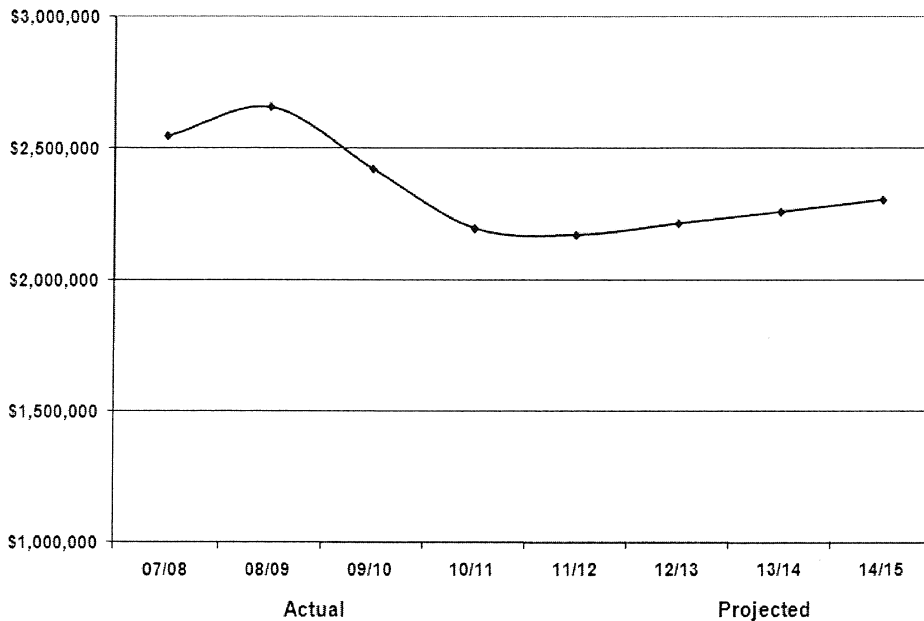
The Yucca Valley Redevelopment Agency consists of one project area, and two sub-project areas. The first project area is generally aligned with the SR 62 business corridor and includes much of the Town’s commercial district including the Old Town business district. In fiscal year 2007-08, the Town Council adopted the Old Town Specific Plan setting the stage for initial assessment of new projects located in the Old Town area that are consistent with the design standards of the Specific Plan. Projects that may be considered in the near future include those of commercial, civic, residential or mixed-use varieties. In May 2008, the Agency closed on the Tax Allocation Bond Series 2008 to refund prior issues, and obtain \$5.5 million in new monies. This action allowed the Agency to proceed with appropriate capital expenditures that assist the Agency in meeting its redevelopment goals and objectives.

The second project subarea generally lies on the eastern boundary of the Town, and includes certain north and south residential areas adjacent to SR62. The RDA has taken steps in an effort to address the affordable housing deficit. The Agency does this in part by providing residential facilities to the Unity Homes non-profit organization for use by income-qualified occupants. Further, the Agency is responsible for the maintenance and upkeep of these facilities.

All of the activities of the Yucca Valley RDA are financed through tax increment funding. This mechanism allows the Agency to meet its objectives without placing an enormous burden upon the Town of Yucca Valley or private businesses, while assisting in the provision of low and moderate housing.

Over the past two years, the increment funding provided by the project area has decreased approximately 5% year over year, significantly impacting the Agency’s ability to move forward new initiatives, outside of affordable housing. Additionally, the continuous uncertainty at the state level with respect to redevelopment has limited the ability of staff to engage in long-term planning with any specificity as many development entities are reluctant to discuss redevelopment projects until there is greater visibility at the state level. In 2011-12, the Agency is budgeting over \$2.1 million in gross revenues, prior to housing set asides and pass through agreements.

*Yucca Valley Redevelopment Agency*  
**Operating Budget**  
**Gross Tax Increment Trend**



The proposed 2011-12 budget continues with the planned support of the Agency's affordable senior housing project on Dumosa Avenue. While there is limited funding allocated for the next fiscal year, the budget forecast identifies the Agency's planned contribution of \$1.5 - \$3.0 million in the 2013-14 fiscal year, based upon the anticipated completion date of the project. As related grant and project information is clarified, the timing of such distributions will

likely shift. Staff will continue to keep the Agency apprised of the progress of these programs as they progress.

New Programs for FY 2011-12

Funding for two new programs are included in the proposed 2011-12 Agency budget. The first is funding in the amount of \$21,500 to support the economic development activities of the Chamber of Commerce within the Project area. Given that the vast majority of the businesses in Town are situated along the 29 Palms Hwy corridor, and are in the project area, the outreach and programs provided by the Chamber will directly benefit the project area.

Similarly, an allocation of \$23,500 in funding is identified for the Desert Regional Tourism Agency for their travel and tourism programming and economic development related activities. These efforts will benefit the project area in its support of the current and developing businesses within sub-area one.

**Alternatives:** Adopt and approve with modifications.

**Fiscal impact:** The proposed fiscal year 2011-12 budgets for all Agency funds are

balanced, and reflect all current information received to date from the State, with anticipated ending fund balances as follows:

<b>Fund</b>	<b>FY 2011-12</b>
930 Capital Projects	\$ 5,168,411
931 Debt Service	2,952,793
932 Low/Mod Housing	2,353,302

**Attachments:**

FY 2011-12 Proposed Budget

Budget Resolution

Draft Chamber Contract

DRTA Funding Request

*Town of Yucca Valley*  
 Operating Budget  
 FY 2011-12

	Actual 2009-10	Adopted 2010-2011	Projected 2010-11	Proposed 2011-12	2012-13	Forecast 2013-14	2014-15
<b>930 - RDA Capital Projects</b>							
<b>RECEIPTS</b>							
Interest	\$ 35,014	\$ 35,000	\$ 26,000	\$ 24,000	\$ 26,500	\$ 28,000	\$ 30,000
<b>TOTAL RECEIPTS</b>	<b>35,014</b>	<b>35,000</b>	<b>26,000</b>	<b>24,000</b>	<b>26,500</b>	<b>28,000</b>	<b>30,000</b>
<b>EXPENDITURES</b>							
Operating Expenditures	533	20,000	5,000	5,000	5,000	5,000	5,000
Services	29,286	75,000	10,000	10,000	10,000	10,000	10,000
<b>TOTAL EXPENDITURES</b>	<b>29,818</b>	<b>95,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>
<b>CAPITAL OUTLAY</b>							
Work in Progress	1,256,247	2,125,000	132,767	365,000	110,000	50,000	40,000
<b>TOTAL CAPITAL OUTLAY</b>	<b>1,256,247</b>	<b>2,125,000</b>	<b>132,767</b>	<b>365,000</b>	<b>110,000</b>	<b>50,000</b>	<b>40,000</b>
<b>OPERATING TRANSFERS IN (OUT)</b>							
Transfer OUT - Fund 527	-	-	-	-	-	-	-
Transfer OUT	-	(600,000)	-	-	-	-	-
<b>TOTAL OPERATING TRANSFERS IN (OUT)</b>	<b>-</b>	<b>(600,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>INCREASE (DECREASE) IN FUND BALANCE</b>							
	(1,251,050)	(2,785,000)	(121,767)	(356,000)	(98,500)	(37,000)	(25,000)
<b>BEGINNING FUND BALANCE</b>							
	6,897,228	5,646,178	5,646,178	5,524,411	5,168,411	5,069,911	5,032,911
<b>ENDING FUND BALANCE</b>							
	\$ 5,646,178	\$ 2,861,178	\$ 5,524,411	\$ 5,168,411	\$ 5,069,911	\$ 5,032,911	\$ 5,007,911

**Work in Progress Detail**

Project	Account	Actual 2009-10	Adopted 2010-2011	Projected 2010-11	Proposed 2011-12	2012-13	Forecast 2013-14	2014-15
Old Town Prop Acquisition	930 00-00 8310 8549-000	6,790	500,000	-	-	-	-	-
Grimmett Demo/Rehab	930 00-00 8310 8549-001	520,737	150,000	-	-	-	-	-
Prop Acq- Rooks	930 00-00 8310 8549-002	136,043	-	-	-	-	-	-
Prop Acq- Stahmer	930 00-00 8310 8549-003	318,106	-	-	-	-	-	-
Prop Acq- Culver	930 00-00 8310 8549-004	1,950	-	-	-	-	-	-
Prop Acq- Benecia/Ho	930 00-00 8310 8549-005	1,200	-	-	-	-	-	-
Prop Acq- 55700 29 Pams Hwy	930 00-00 8310 8549-006	1,800	-	-	-	-	-	-
Prop Acq- SEC Benecia	930 00-00 8310 8549-007	1,200	-	-	-	-	-	-
Prop Acq- SWC Benecia	930 00-00 8310 8549-008	1,200	-	-	-	-	-	-
Storefront Improvement Program	930 00-00 8310 8661-000	-	75,000	-	-	-	-	-
SR62 Old Town Realignment	930 00-00 8310 8662-000	15,347	1,000,000	92,767	-	-	-	-
SR62 Old Town Realignment	930 00-00 8310 8662-100	251,873	-	-	-	-	-	-
RDA Participation in New Const	930 00-00 8310 8665-000	-	-	-	-	-	-	-
Old Town Spec Plan Implementatic	930 00-00 8310 8666-000	-	100,000	-	-	-	-	-
Pub Infrastructure- Assist Prog	930 00-00 8310 8667-000	-	200,000	40,000	100,000	60,000	-	-
Pub Infrastructure- Other	930 00-00 8310 8668-000	-	100,000	-	100,000	50,000	50,000	40,000
SR62: Airway - La Contenta PSR		-	-	-	165,000	-	-	-
		1,256,247	2,125,000	132,767	365,000	110,000	50,000	40,000

**Town of Yucca Valley**

Operating Budget

FY 2011-12

	Actual 2009-10	Adopted 2010-2011	Projected 2010-11	Proposed 2011-12	2012-13	Forecast 2013-14	2014-15
<b>931 - RDA Debt Service</b>							
<b>RECEIPTS</b>							
Tax Increment	\$ 2,425,237	\$ 2,312,300	\$ 2,200,000	\$ 2,175,000	\$ 2,218,500	\$ 2,262,870	\$ 2,308,127
Interest	23,038	18,000	11,000	10,500	11,000	11,500	12,000
<b>TOTAL RECEIPTS</b>	<b>2,448,275</b>	<b>2,330,300</b>	<b>2,211,000</b>	<b>2,185,500</b>	<b>2,229,500</b>	<b>2,274,370</b>	<b>2,320,127</b>
<b>EXPENDITURES</b>							
Direct Labor	931 00-00 51XX 191,146	195,000	223,000	223,000	227,460	232,009	236,649
Direct Economic Developmer	931 00-00 7925	0	0	45,000	45,000	45,000	45,000
Operating Expenditures	931 00-00 61XX 1,493	60,000	20,000	10,000	10,000	10,000	12,000
Contract Legal	931 20-01 7111 10,906	0	15,000	10,000	10,000	10,000	10,000
2009-10 & 2010-11 SERAF	931 00-00 7912 636,679	289,981	289,981	159,160	159,160	159,160	159,160
Prop TaxAdmin Costs	931 00-00 7979 38,140	0	35,000	32,000	33,000	35,000	36,000
Pass Thru Agreements	931 00-00 797X 763,369	866,000	691,000	683,000	696,609	710,541	724,752
Debt Service	931 00-00 79XX 743,917	740,000	740,000	736,000	739,000	736,000	737,000
Professional Services	931 00-00 7XXX 29,351	75,000	20,000	10,000	10,000	10,000	12,000
Indirect Cost	931 00-00 7999 0000 0	10,000	10,000	10,000	10,000	10,000	10,000
<b>TOTAL EXPENDITURES</b>	<b>2,415,001</b>	<b>2,235,981</b>	<b>2,043,981</b>	<b>1,918,160</b>	<b>1,940,229</b>	<b>1,957,710</b>	<b>1,982,561</b>
<b>CAPITAL OUTLAY</b>							
Work in Progress	0	710,000	450,000	0	0	0	0
<b>TOTAL CAPITAL OUTLAY</b>	<b>0</b>	<b>710,000</b>	<b>450,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OPERATING TRANSFERS IN (OUT)</b>							
Transfer IN - Fund 932	65,299	65,000	65,000	65,000	65,000	65,000	65,000
Transfer OUT - Fund 932	(509,069)	(462,500)	(440,000)	(435,000)	(443,700)	(452,574)	(461,625)
<b>TOTAL OPERATING TRANSFERS IN (OUT)</b>	<b>(443,770)</b>	<b>(397,500)</b>	<b>(375,000)</b>	<b>(370,000)</b>	<b>(378,700)</b>	<b>(387,574)</b>	<b>(396,625)</b>
<b>INCREASE (DECREASE) IN FUND BALANCE</b>							
	(410,496)	(1,013,181)	(657,981)	(102,660)	(89,429)	(70,914)	(59,059)
<b>BEGINNING FUND BALANCE</b>	<b>4,123,930</b>	<b>3,713,434</b>	<b>3,713,434</b>	<b>3,055,453</b>	<b>2,952,793</b>	<b>2,863,364</b>	<b>2,792,450</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 3,713,434</b>	<b>\$ 2,700,253</b>	<b>\$ 3,055,453</b>	<b>\$ 2,952,793</b>	<b>\$ 2,863,364</b>	<b>\$ 2,792,450</b>	<b>\$ 2,733,391</b>

**Work in Progress Detail**

Project	Account	Actual 2009-10	Adopted 2010-2011	Projected 2010-11	Proposed 2011-12	2012-13	Forecast 2013-14	2014-15
Branding/Marketing Plan		-	10,000	-	-	-	-	-
General Plan Update		-	450,000	450,000	-	-	-	-
Project Area Analysis Amendment		-	250,000	-	-	-	-	-
			<b>710,000</b>	<b>450,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

*Town of Yucca Valley*  
 Operating Budget  
 FY 2011-12

		Actual	Adopted	Projected	Proposed	Forecast		
		2009-10	2010-2011	2010-11	2011-12	2012-13	2013-14	2014-15
<b>932 - RDA Low/Mod Housing</b>								
<b>RECEIPTS</b>								
Tax Allocation Bond	932 00-00 4176	\$ -	\$ 3,200,000	\$ -	\$ -	\$ -	\$ -	\$ -
SERAF Loan Repayment	932 00-00 4177		159,025	159,025	159,160	159,160	159,160	159,160
Interest		11,222	10,000	6,000	5,500	6,000	1,000	500
<b>TOTAL RECEIPTS</b>		<b>11,222</b>	<b>3,369,025</b>	<b>6,000</b>	<b>164,660</b>	<b>165,160</b>	<b>160,160</b>	<b>159,660</b>
<b>EXPENDITURES</b>								
Operating Expenditures		-	15,000	5,000	10,000	10,000	10,000	10,000
Professional Services		19,406	75,000	10,000	15,000	15,000	20,000	20,000
Debt Service - Housing Bonds			268,000	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>		<b>19,406</b>	<b>358,000</b>	<b>15,000</b>	<b>25,000</b>	<b>25,000</b>	<b>30,000</b>	<b>30,000</b>
<b>CAPITAL OUTLAY</b>								
Work in Progress		9,677	2,600,000	600,000	150,000	100,000	3,050,000	50,000
<b>TOTAL CAPITAL OUTLAY</b>		<b>9,677</b>	<b>2,600,000</b>	<b>600,000</b>	<b>150,000</b>	<b>100,000</b>	<b>3,050,000</b>	<b>50,000</b>
<b>OPERATING TRANSFERS IN (OUT)</b>								
Transfer OUT - Fund 931		(65,299)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)	(65,000)
Transfer IN - Fund 931		509,069	462,500	440,000	435,000	443,700	452,574	461,625
<b>TOTAL OPERATING TRANSFERS IN (OUT)</b>		<b>443,770</b>	<b>397,500</b>	<b>375,000</b>	<b>370,000</b>	<b>378,700</b>	<b>387,574</b>	<b>396,625</b>
<b>INCREASE (DECREASE) IN FUND BALANCE</b>		<b>425,909</b>	<b>808,525</b>	<b>(234,000)</b>	<b>359,660</b>	<b>418,860</b>	<b>(2,532,266)</b>	<b>476,285</b>
<b>BEGINNING FUND BALANCE</b>		<b>1,801,733</b>	<b>2,227,642</b>	<b>2,227,642</b>	<b>1,993,642</b>	<b>2,353,302</b>	<b>2,772,162</b>	<b>239,896</b>
<b>ENDING FUND BALANCE</b>		<b>\$ 2,227,642</b>	<b>\$ 3,036,167</b>	<b>\$ 1,993,642</b>	<b>\$ 2,353,302</b>	<b>\$ 2,772,162</b>	<b>\$ 239,896</b>	<b>\$ 716,181</b>

**Work in Progress Detail**

Project	Account	Actual	Adopted	Projected	Proposed	Forecast		
		2009-10	2010-2011	2010-11	2011-12	2012-13	2013-14	2014-15
Affordable Housing Programs	932 00-00 8450 0000	-	-	-	50,000	50,000	50,000	50,000
SFR First Time Homebuyers	932 00-00 8450 3131	-	-	-	-	-	-	-
SFR Rehab Program	932 00-00 8450 3132	-	-	-	-	-	-	-
Duplex Rehabilitation	932 00-00 8451 0000	-	-	-	-	-	-	-
Duplex Rehabilitation Grant	932 00-00 8452 0000	-	-	-	-	-	-	-
General Plan Update	932 00-00 8XXX	-	100,000	100,000	-	-	-	-
Sr. Housing Project	932 00-00 8310 8671-000	1,392	2,400,000	-	-	-	-	-
Sr. Housing Proj-CORE	932 00-00 8310 8671-811	-	100,000	500,000	100,000	50,000	3,000,000	-
Sr. Housing Project/NRG	932 00-00 8453 3130	8,285	-	-	-	-	-	-
		<b>9,677</b>	<b>2,600,000</b>	<b>600,000</b>	<b>150,000</b>	<b>100,000</b>	<b>3,050,000</b>	<b>50,000</b>



RESOLUTION NO. RDA-11-

A RESOLUTION OF THE REDEVELOPMENT AGENCY, OF  
THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING  
THE 2011-12 REDEVELOPMENT AGENCY BUDGET AND  
APPROVING APPROPRIATIONS FOR THE FISCAL YEAR  
COMMENCING ON JULY 1, 2011 AND ENDING JUNE 30, 2012

WHEREAS, the Yucca Valley Redevelopment Agency receives restricted fund revenues which are applied to Redevelopment programs, and

WHEREAS, the Redevelopment Agency anticipates and plans for the physical development of the community and appropriates funds for capital expenditures to accommodate physical growth and development, and the elimination of blight, and

WHEREAS, the Redevelopment Agency has adopted a 5-Year Implementation Plan, and the 2011-12 fiscal year budget provides for implementation of the Agency's 5-Year Implementation Plan, and

WHEREAS, there are sufficient restricted fund revenues to implement the 2011-12 Redevelopment Agency Budget as recommended.

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY DOES RESOLVE AS FOLLOWS.

Section 1. The Redevelopment Agency adopts the Resolution approving and adopting the 2011-12 Agency budget and approving appropriations for the fiscal year commencing on July 1, 2011 and ending June 30, 2012.

Section 2. To the best of the Agency's knowledge, the approved budget is in accordance with all applicable ordinances of the Town, Redevelopment Agency and all applicable statutes of the State.

Section 3. The Secretary shall certify the adoption of the Budget and shall cause it to be filed with the County Auditor, within 60 days of the adoption, along with a certified copy of the Resolution.

Section 4. Total appropriations within funds will be increased or decreased only by amendment of budget by motion of the Agency Board.

Section 5. The following Officials are authorized to request and approve for payment purchases against budget accounts:

Agency Chair  
Redevelopment Agency Board  
Executive Director  
Deputy Town Manager  
Treasurer

PASSED, APPROVED AND ADOPTED THIS 21st day of June, 2011.

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CHAIR

ATTEST:

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SECRETARY

AGREEMENT FOR SERVICES BETWEEN  
THE YUCCA VALLEY CHAMBER OF COMMERCE AND  
THE TOWN OF YUCCA VALLEY

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2010, by and between the Town of Yucca Valley, a municipal corporation hereinafter designated as "Town" and the Yucca Valley Chamber of Commerce, a nonprofit corporation hereinafter designated "Chamber."

**WITNESSETH**

WHEREAS, the Town has adopted within its General Plan an Economic Development Element and has determined that the welfare of the citizens of Yucca Valley requires ongoing economic progress; and

WHEREAS, the Town has identified certain activities necessary to implement the economic development goals and objectives including administrative, marketing, promotional, job creation & retention, and tourism activities; and

WHEREAS, the Chamber is duly organized and constituted, and has the resources to render to the Town and its citizens such services in addition to those through which it serves the purposes of its members; and

WHEREAS, due to the Chamber's ability to participate in accomplishing the mutual objectives of both agencies with regard to local economic development, the Town deems it appropriate and in the furtherance of the public good that an Agreement be entered into for the achievement of these objectives.

NOW, THEREFORE, in consideration of the following terms and conditions, said parties do hereby agree as follows:

1. The term of this Agreement shall commence on the effective date set forth above and shall terminate two years from said date, but the Agreement may be amended in conjunction with the Town's annual budgeting process. A review of the services to be provided by the Chamber and the compensation schedule will be conducted prior to June 30<sup>th</sup> each year.
2. The Chamber will, and does hereby undertake to carry on certain activities in cooperation with, and on behalf of the Town and particularly to render those services set forth in Attachment "A" (Scope of Services) and Attachment "B" (Scope of Services in Exchange for Office and Storage Space).
3. The Chamber agrees to submit to the Town Manager, a written monthly report providing an accounting of program activities related to the scope of this Agreement. Such report shall be for the purpose of assuring that Town funds are being expended for those purposes set forth in the Agreement and for purposes permitted by law.
4. In consideration for services performed by the Chamber, the Town agrees to compensate the Chamber as set forth in Attachment "A", upon receipt of a billing with written summary

of pertinent activities as well as an accounting of applicable revenues and expenditures. Approved invoices will be paid within 30 days of receipt pursuant to this agreement.

5. Prior to receiving funds under this Agreement, the Chamber shall make available to the Town its annual budget, including a program outline of planned activities for the current fiscal year, which incorporates the services contained herein.
6. The records and books of Chamber relating to the scope and terms of this Agreement shall be open to inspection and audit by Town, its employees or representatives, at all times during the term of this Agreement and for a reasonable time thereafter; or as may be required by law.
7. The Town may advance funds to the Chamber pursuant to this Agreement upon proof of necessity by the Chamber. Said proof shall include, but shall not be limited to, a written statement to the Town Manager that an authorized activity pursuant to this Agreement cannot be carried without an advance of sufficient funds.
8. The Town or Chamber, upon at least ninety (90) days written notice, may terminate this Agreement. In the event of termination, Chamber shall be compensated proportionally to the effective termination date for satisfactorily performed joint marketing activities.
9. At the completion or termination of this Agreement, all data, studies, and any other information, work products, memoranda, documents or writings, created or generated in connection with the performance of this Agreement will belong to the Town, and shall be delivered to the Town Manager. Chamber may retain copies of these materials for its use or purposes.
10. Chamber will perform the services set out in this Agreement or will cause performance of said services to occur, as contemplated herein, in accordance with the generally accepted standards for performing similar services within the State. Town has relied upon Chamber's representations for quality and professional work as an inducement to enter into this Agreement.
11. The failure of the Town to insist upon the strict performance of any of the provisions of this Agreement, or failure to exercise any other right, option or remedy hereby reserved or as determined by law, shall not be construed as a waiver for the future of any such provisions, right, option, or remedy, or as a waiver of any subsequent breach thereof.
12. The Town Manager or his designee shall represent the Town in all matters pertaining to the administration of this Agreement, including without limitation, attending all necessary meetings and conferences, and review and approve all reports submitted by the Chamber; although Chamber shall be responsible for coordination of all necessary meetings and conferences, and will coordinate all public information and participation activities.
13. Chamber shall defend (with attorneys approved by Town), hold harmless and indemnify the Town, its officers, employees and agents against liability (whether bodily injury, including death, and/or property damage) and against any other losses, claims, damages, actions, or judgments arising or alleged to arise out of any acts or omission of Chamber or its officers, agents, employees, subcontractors or representatives in the performance of this

Agreement.

14. Chamber shall procure from an admitted insurer and shall maintain at its cost comprehensive general liability and property damage insurance, including owned or non-owned automobile insurance, against all claims for injury or death against persons or damage to property resulting from Chamber's act or omission arising out of or related to Chamber's performance under this Agreement. Chamber shall also carry workers compensation insurance in the statutory amount prescribed under State Workers Compensation Laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be subject to reduction in coverage, cancellation or termination without thirty (30) days prior written notice received by the Town, and the liability insurance shall be primary and not contributing with other insurance available to Town. A certificate or certificates evidencing the foregoing and naming Town as an additional insured on the liability insurance shall be delivered to and approved by Town prior to commencement of the services hereunder. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Chamber's obligation to indemnify Town and its contractors or employees. The amount of insurance required hereunder for personal injury, general liability, professional liability, automobile liability and property damage shall be no less than One Million Dollars (\$1,000,000) per occurrence.
15. Chamber shall act as an independent contractor when providing services under this Agreement and shall not under any circumstances be considered employees of the Town of Yucca Valley. The Chamber, its agents or employees will perform the services required herein, as contracted services under the Scope of Services, Attachment "A" and Attachment "B". Chamber shall not at any time or in any manner represent that it or its agents, officers or employees are agents, officers or employees of Town.
16. No officer or employee of the Town shall be personally liable to the Chamber or any successor in interest, in the event of any default or breach by the Town for any amount which may become due to the Chamber or its successor, or for breach of any obligation of the terms of this Agreement.
17. All notices to be given hereunder shall be in writing and shall be deemed to have been given, if delivered in person, or two business days after mailing if properly addressed and mailed, by first class mail.

Notice to the Town shall be sufficient if sent to:

Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284  
Attn: Town Manager

Notice to the Chamber shall be sufficient if sent to:

Yucca Valley Chamber of Commerce  
56711 Twentynine Palms Highway  
Yucca Valley, CA 92284

Attn: President

18. Should any section or any part of this Agreement be rendered void, invalid or unenforceable by any court of law, any such final determination shall not render void, invalid or unenforceable any other sections or portions of this Agreement unless the Town determines in writing that its purpose cannot be accomplished by the remaining provisions not so invalidated.
19. This Agreement has been made and entered into in the State of California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance hereunder.
20. This Agreement contains the entire understanding of the parties, and there are no further or other Agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof. Any prior understanding or agreement of the parties shall not be binding unless set forth herein, and, except to the extent expressly provided for herein, no amendments of this Agreement may be made without the written consent of both parties hereto.
21. Should litigation or arbitration occur between the parties hereto relating to the provisions of this Agreement, all reasonable litigation or arbitration expenses and costs, including reasonable attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
22. Chamber shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Chamber shall take appropriate action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Chamber shall comply with all applicable federal laws and Executive Orders and relevant orders of the Secretary of Labor, with all State and local laws and affirmative action compliance programs and other applicable rules and regulations of all government and administrative agencies relating to any and all performance under this Agreement.
23. Both parties hereby admit that they have read each and every clause in this Agreement and fully understand the meaning of same, and hereby agree that they will comply with all the terms, covenants, and conditions herein set forth.
24. This Agreement shall not be assigned without the written consent of the Town. It may be amended or modified only by written agreement of the parties.

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

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

TOWN OF YUCCA VALLEY

YUCCA VALLEY CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Chad Mayes, Mayor

By: \_\_\_\_\_  
David Eckenberg, President

AGREEMENT FOR SERVICES BETWEEN  
THE YUCCA VALLEY CHAMBER OF COMMERCE AND  
THE TOWN OF YUCCA VALLEY

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2010, by and between the Town of Yucca Valley, a municipal corporation hereinafter designated as "Town" and the Yucca Valley Chamber of Commerce, a nonprofit corporation hereinafter designated "Chamber."

**WITNESSETH**

WHEREAS, the Town has adopted within its General Plan an Economic Development Element and has determined that the welfare of the citizens of Yucca Valley requires ongoing economic progress; and

WHEREAS, the Town has identified certain activities necessary to implement the economic development goals and objectives including administrative, marketing, promotional, job creation & retention, and tourism activities; and

WHEREAS, the Chamber is duly organized and constituted, and has the resources to render to the Town and its citizens such services in addition to those through which it serves the purposes of its members; and

WHEREAS, due to the Chamber's ability to participate in accomplishing the mutual objectives of both agencies with regard to local economic development, the Town deems it appropriate and in the furtherance of the public good that an Agreement be entered into for the achievement of these objectives.

NOW, THEREFORE, in consideration of the following terms and conditions, said parties do hereby agree as follows:

25. The term of this Agreement shall commence on the effective date set forth above and shall terminate two years from said date, but the Agreement may be amended in conjunction with the Town's annual budgeting process. A review of the services to be provided by the Chamber and the compensation schedule will be conducted prior to June 30<sup>th</sup> each year.
26. The Chamber will, and does hereby undertake to carry on certain activities in cooperation with, and on behalf of the Town and particularly to render those services set forth in Attachment "A" (Scope of Services) and Attachment "B" (Scope of Services in Exchange for Office and Storage Space).
27. The Chamber agrees to submit to the Town Manager, a written monthly report providing an accounting of program activities related to the scope of this Agreement. Such report shall

be for the purpose of assuring that Town funds are being expended for those purposes set forth in the Agreement and for purposes permitted by law.

28. In consideration for services performed by the Chamber, the Town agrees to compensate the Chamber as set forth in Attachment "A", upon receipt of a billing with written summary of pertinent activities as well as an accounting of applicable revenues and expenditures. Approved invoices will be paid within 30 days of receipt pursuant to this agreement.
29. Prior to receiving funds under this Agreement, the Chamber shall make available to the Town its annual budget, including a program outline of planned activities for the current fiscal year, which incorporates the services contained herein.
30. The records and books of Chamber relating to the scope and terms of this Agreement shall be open to inspection and audit by Town, its employees or representatives, at all times during the term of this Agreement and for a reasonable time thereafter; or as may be required by law.
31. The Town may advance funds to the Chamber pursuant to this Agreement upon proof of necessity by the Chamber. Said proof shall include, but shall not be limited to, a written statement to the Town Manager that an authorized activity pursuant to this Agreement cannot be carried without an advance of sufficient funds.
32. The Town or Chamber, upon at least ninety (90) days written notice, may terminate this Agreement. In the event of termination, Chamber shall be compensated proportionally to the effective termination date for satisfactorily performed joint marketing activities.
33. At the completion or termination of this Agreement, all data, studies, and any other information, work products, memoranda, documents or writings, created or generated in connection with the performance of this Agreement will belong to the Town, and shall be delivered to the Town Manager. Chamber may retain copies of these materials for its use or purposes.
34. Chamber will perform the services set out in this Agreement or will cause performance of said services to occur, as contemplated herein, in accordance with the generally accepted standards for performing similar services within the State. Town has relied upon Chamber's representations for quality and professional work as an inducement to enter into this Agreement.
35. The failure of the Town to insist upon the strict performance of any of the provisions of this Agreement, or failure to exercise any other right, option or remedy hereby reserved or as determined by law, shall not be construed as a waiver for the future of any such provisions, right, option, or remedy, or as a waiver of any subsequent breach thereof.
36. The Town Manager or his designee shall represent the Town in all matters pertaining to the administration of this Agreement, including without limitation, attending all necessary meetings and conferences, and review and approve all reports submitted by the Chamber; although Chamber shall be responsible for coordination of all necessary meetings and conferences, and will coordinate all public information and participation activities.



37. Chamber shall defend (with attorneys approved by Town), hold harmless and indemnify the Town, its officers, employees and agents against liability (whether bodily injury, including death, and/or property damage) and against any other losses, claims, damages, actions, or judgments arising or alleged to arise out of any acts or omission of Chamber or its officers, agents, employees, subcontractors or representatives in the performance of this Agreement.
38. Chamber shall procure from an admitted insurer and shall maintain at its cost comprehensive general liability and property damage insurance, including owned or non-owned automobile insurance, against all claims for injury or death against persons or damage to property resulting from Chamber's act or omission arising out of or related to Chamber's performance under this Agreement. Chamber shall also carry workers compensation insurance in the statutory amount prescribed under State Workers Compensation Laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be subject to reduction in coverage, cancellation or termination without thirty (30) days prior written notice received by the Town, and the liability insurance shall be primary and not contributing with other insurance available to Town. A certificate or certificates evidencing the foregoing and naming Town as an additional insured on the liability insurance shall be delivered to and approved by Town prior to commencement of the services hereunder. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Chamber's obligation to indemnify Town and its contractors or employees. The amount of insurance required hereunder for personal injury, general liability, professional liability, automobile liability and property damage shall be no less than One Million Dollars (\$1,000,000) per occurrence.
39. Chamber shall act as an independent contractor when providing services under this Agreement and shall not under any circumstances be considered employees of the Town of Yucca Valley. The Chamber, its agents or employees will perform the services required herein, as contracted services under the Scope of Services, Attachment "A" and Attachment "B". Chamber shall not at any time or in any manner represent that it or its agents, officers or employees are agents, officers or employees of Town.
40. No officer or employee of the Town shall be personally liable to the Chamber or any successor in interest, in the event of any default or breach by the Town for any amount which may become due to the Chamber or its successor, or for breach of any obligation of the terms of this Agreement.
41. All notices to be given hereunder shall be in writing and shall be deemed to have been given, if delivered in person, or two business days after mailing if properly addressed and mailed, by first class mail.

Notice to the Town shall be sufficient if sent to:

Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284  
Attn: Town Manager

Notice to the Chamber shall be sufficient if sent to:

Yucca Valley Chamber of Commerce  
56711 Twentynine Palms Highway  
Yucca Valley, CA 92284  
Attn: President

42. Should any section or any part of this Agreement be rendered void, invalid or unenforceable by any court of law, any such final determination shall not render void, invalid or unenforceable any other sections or portions of this Agreement unless the Town determines in writing that its purpose cannot be accomplished by the remaining provisions not so invalidated.
43. This Agreement has been made and entered into in the State of California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance hereunder.
44. This Agreement contains the entire understanding of the parties, and there are no further or other Agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof. Any prior understanding or agreement of the parties shall not be binding unless set forth herein, and, except to the extent expressly provided for herein, no amendments of this Agreement may be made without the written consent of both parties hereto.
45. Should litigation or arbitration occur between the parties hereto relating to the provisions of this Agreement, all reasonable litigation or arbitration expenses and costs, including reasonable attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
46. Chamber shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Chamber shall take appropriate action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Chamber shall comply with all applicable federal laws and Executive Orders and relevant orders of the Secretary of Labor, with all State and local laws and affirmative action compliance programs and other applicable rules and regulations of all government and administrative agencies relating to any and all performance under this Agreement.
47. Both parties hereby admit that they have read each and every clause in this Agreement and fully understand the meaning of same, and hereby agree that they will comply with all the terms, covenants, and conditions herein set forth.
48. This Agreement shall not be assigned without the written consent of the Town. It may be amended or modified only by written agreement of the parties.

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

TOWN OF YUCCA VALLEY

By: \_\_\_\_\_  
Chad Mayes, Mayor

Attest:

By: \_\_\_\_\_  
Jamie Anderson, Town Clerk

Approved as to Form:

By: \_\_\_\_\_  
Doug Haubert, Town Attorney

Attest:

By: \_\_\_\_\_  
Jamie Anderson, Town Clerk

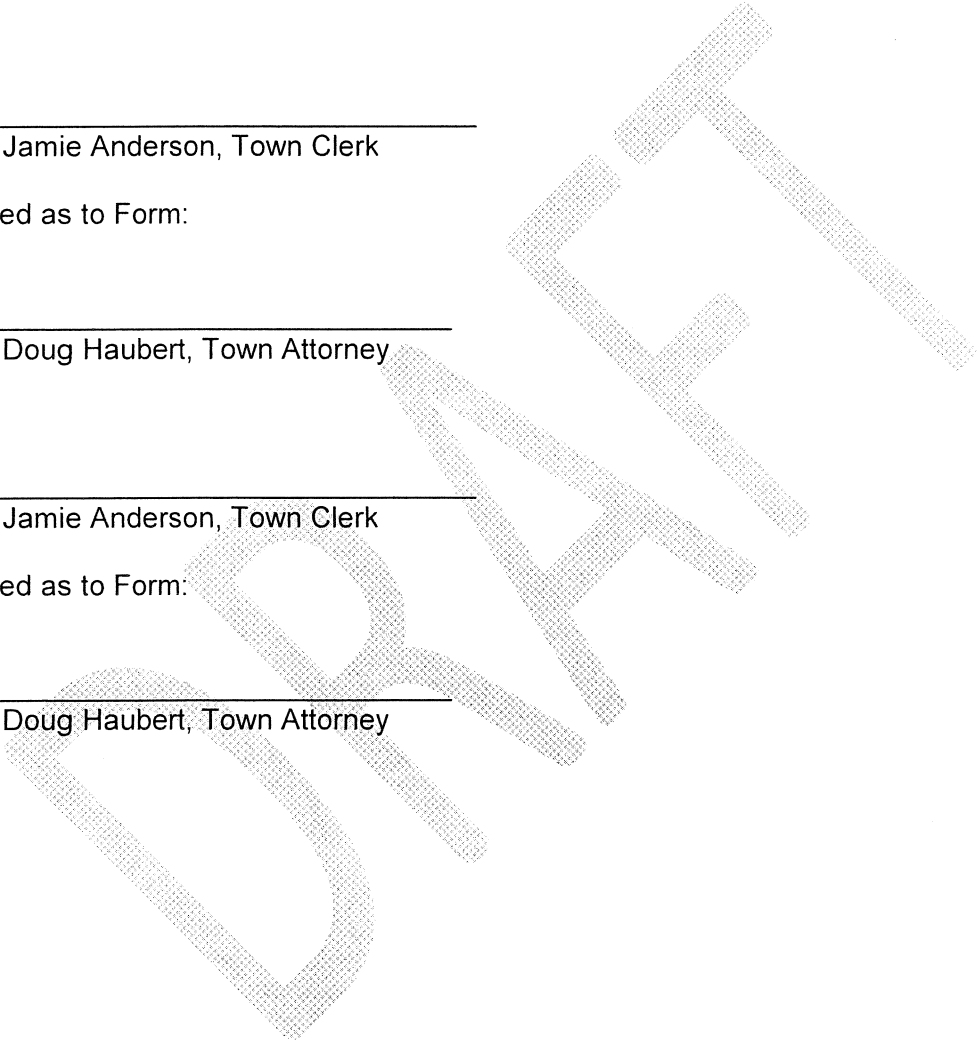
Approved as to Form:

By: \_\_\_\_\_  
Doug Haubert, Town Attorney

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

YUCCA VALLEY CHAMBER OF COMMERCE

By: \_\_\_\_\_  
David Eckenberg, President





**Desert  
Regional  
Tourism  
Agency**

(760) 365-9632  
Fax: 365-5770

56711 29 Palms Hwy.  
Yucca Valley, CA 92284  
California Welcome Center

May 24, 2011

RE: Community Partnership Funding Request

Dear Honorable Mayor and Town Council,

In years past, the Town of Yucca Valley's partnership budget allocation to the Desert Regional Tourism Agency (DRTA) has been \$25,000.00 per year towards the California Welcome Center's (CWC) operating expenses.

The municipal partnership funding we receive is instrumental in the ability to maintain operations at the current level of service. In light of the monetary issues faced by our country, state and county, income from advertising opportunities within the CWC have been impacted by the recession; however at the same time the CWC is pleased to report that CWC visitations have remained fairly constant. A positive reflection of the continued value and need for CWC activities within our community.

DRTA is requesting that Council give sincere consideration to the request for continued partnership funding. We respect the incredible challenges the Town is confronted with in managing its current budgetary needs in light of revenue reductions, therefore DRTA is requesting a partnership funding for fiscal year 2011-2012 of \$23,750 which represents a 5% reduction.

On behalf of the DRTA Board and our CWC staff, thank you for your valued participation and for your continued support.

Sincerely,

Cary Harwin, President  
Board of Directors  
Desert Regional Tourism Agency

*non-profit organization  
dedicated to the promotion  
and management of the  
California Welcome Center  
in the Desert Region in  
addition to encouraging the  
advancement of all positive  
tourism in our desert area.*

# YUCCA VALLEY REDEVELOPMENT AGENCY STAFF REPORT

**To:** Honorable Chair & Agency Members  
**From:** Curtis Yakimow, Treasurer  
**Date:** June 15, 2011  
**For Council Meeting:** June 21, 2011

**Subject:** FY 2010-11 Budget Amendments

**Recommendation:** It is recommended that the Agency adopt a Resolution amending the fiscal year 2010-11 Adopted Budget by;

- Transferring \$400,000 from the Sr. Housing Project general account to the Sr. Housing Project – CORE account;
- Appropriating \$450,000 of Undesignated Reserves of the Debt Service Fund to assist in the funding of the General Plan Update;
- Appropriating \$100,000 of Undesignated Reserves of the Housing Fund to assist in the funding of the General Plan Update.

**Order of Procedure:**

Staff Report  
Open Public Hearing  
Public Comment  
Close Public Hearing  
Questions of Staff  
Agency Discussion  
Agency Action

**Discussion:** The proposed budget amendments encompass three existing initiatives of the Agency and are further summarized as follows:

Sr. Housing Initiative


At the Agency's meeting on December 21, 2010, action was taken approving an Exclusive Negotiating Agreement (ENA) between National Community Renaissance of California (CORE) for the purpose of assisting the Agency in meeting its state mandated affordable housing goals by developing alternatives for an affordable senior housing project.


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Reviewed By:

  
Exec. Director

  
Agency Counsel

  
Treasurer

  
Dept/Head

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

Key to the joint effort was the development of a competitive application to the Department of Housing and Urban Development (HUD) for consideration of a federal funding grant of up to \$12.2 million for such projects.

Due to the competitive nature of these awards, and the limited availability of funding, the Agency and CORE proceeded to develop the most competitive application possible. According to HUD grant guidelines, such applications must contain a significant amount of project entitlement, including a property title, project entitlement in the form of a specific plan and the requisite appropriate environmental review.

These activities go much beyond a normal grant application and as such incur significant up front expense. Fortunately however, the entitlement expense is independent of the HUD grant application and will be valid if other funding sources are ultimately utilized in the completion of the project.

The initial budget for the grant application activities was identified at \$100,000 and did not include the level of entitlement activities ultimately required. Accordingly, the proposed action would transfer an additional \$400,000 from the existing senior housing project to the senior housing CORE project to accommodate the additional scope of work. All funding committed towards this entitlement process is included in the Agency gap funding commitment made to HUD as part of the application.

### General Plan Update

The Town's General Plan was adopted in 1995. There have been no updates or major amendments to the General Plan since its adoption, less the State mandated housing element updates and adoption of the Old Town Specific Plan.

A general plan update is commonly a 24 to 30 month process, and costs to complete general plan updates are estimated at approximately \$1.0 million. The project includes broad based public participation throughout the process. The first activity associated with the project is a comprehensive Visioning process that will include considerable outreach, a statistically valid survey, and consensus building. The primary focus of the update is the Land Use Plan and Element, which are the basis for update. The focus areas of Old Town, East End, and Mid-Town are identified for specific evaluations and recommendations in this process. Additionally, the Town's industrial land use designations are identified for analysis and recommendations for potential land use changes.

Financing of the General Plan Update project's \$1.0 million budget will be provided primarily by the General Fund and the Yucca Valley Redevelopment Agency, in approximately equal amounts. Additionally funding in lesser amounts may be provided by other special revenue funds as appropriate. The proposed action will establish the necessary contribution from the Redevelopment Agency to the General Plan Update as the project will directly benefit the project area and will assist the Agency in meeting its low/moderate housing objectives. The action will allocate \$450,000 from the Agency's Debt Service Fund (general tax increment fund) and \$100,000 from the Agency's Low/Moderate Housing Fund.

**Alternatives:** None recommended.

**Fiscal impact:** General Plan updates and accompanying environmental documentation are estimated at approximately \$1.0 million. Proposal cost as submitted by the three firms selected for interviews, including optional tasks, range from \$949,855 to \$1,082,620. The recommended action will allocate \$450,000 from the Agency's Debt Service Fund (general tax increment fund) and \$100,000 from the Agency's Low/Moderate Housing Fund and establish the General Plan Update project 931 00 00 8xxx and 932 00 00 8xxx within the Debt Service and Housing Funds respectively. The remaining funding for the General Plan Update will come from the Town of Yucca Valley's General Fund other special revenue funds as appropriate.

**Attachments:**

CORE Revised Pre-Development Budget

RESOLUTION NO. RDA-11-

A RESOLUTION OF THE REDEVELOPMENT AGENCY, OF  
THE TOWN OF YUCCA VALLEY, CALIFORNIA,  
AMENDING THE 2010-11 REDEVELOPMENT AGENCY  
BUDGET

WHEREAS, the Yucca Valley Redevelopment Agency receives restricted fund revenues which are applied to Redevelopment programs, and

WHEREAS, the Redevelopment Agency anticipates and plans for the physical development of the community and appropriates funds for capital expenditures to accommodate physical growth and development, and the elimination of blight, and

WHEREAS, the Redevelopment Agency has adopted a 5-Year Implementation Plan, and the 2011-12 fiscal year budget provides for implementation of the Agency's 5-Year Implementation Plan, and

WHEREAS, the proposed projects, including the General Plan Update, will directly benefit the project area through the planned physical development of the community and the elimination of blight, and

WHEREAS, the proposed projects, including the General Plan Update, will directly assist the Agency in meeting its state mandated low and moderate income housing objectives, and

WHEREAS, there are sufficient restricted fund revenues to implement the 2011-12 Redevelopment Agency Budget as recommended.

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY DOES RESOLVE AS FOLLOWS.

Section 1. The Redevelopment Agency amends the 2010-11 Agency budget as follows:

- Amends the fiscal year 2010-11 Adopted Budget by transferring \$400,000 from the Sr. Housing Project general account to the Sr. Housing Project – CORE account.
- Amends the fiscal year 2010-11 Adopted Budget by appropriating \$450,000 of Undesignated Reserves of the Debt Service Fund to assist in the funding of the General Plan Update.
- Amends the fiscal year 2010-11 Adopted Budget by appropriating \$100,000 of Undesignated Reserves of the Housing Fund to assist in the funding of the General Plan Update.



PASSED, APPROVED AND ADOPTED THIS 21st day of June, 2011.

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CHAIR

ATTEST:

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SECRETARY

Town of Yucca Valley Senior Project  
Revised Pre-Development Budget  
4/15/2011

Description	Previously Approved Amount to get to HUD 202 Application	Revisions April 15 2011	Revised Total Budget	Actual costs	Notes	Amount to get to full entitlement for HOME and Tax Credit Application
Appraisal	6,500	-1,750	4,750	4,750	Actual lower than budgeted	4,750
Consultant HUD Section 202 Application	25,000	-8,000	17,000		Actual lower than budgeted	75,000
Architecture and Engineering - conceptual design	50,000	100,000	150,000	65,100	Architect and Engineer	250,000
Preliminary Landscape Plans		8,500	8,500			8,500
Geotechnical Engineer (Soils report) & infiltration report		10,000	10,000			10,000
Entitlement fees/Design review fees		50,000	50,000			50,000
Phase I/Phase II Environmental	6,500	-3,250	3,250	3,250	Actual lower than budgeted	3,250
Archeological/Biological reports		10,000	10,000			10,000
Acoustical and Traffic Reports		15,000	15,000			15,000
Hydrology Report		8,500	8,500			8,500
Specific Plan - RRM design		80,000	80,000			80,000
Alta Survey		10,000	10,000			10,000
Market Study		8,500	8,500			8,500
Legal Fees	8,500	15,000	23,500			30,000
TCAC Deposit fees (9% TCAC application - upon award)			0			55,000
Contingency	3,500	22,500	26,000			50,000
<b>TOTAL</b>	<b>100,000</b>	<b>325,000</b>	<b>425,000</b>	73,100		<b>668,500</b>