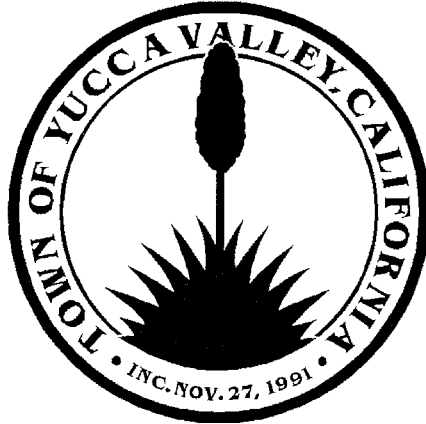


TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING



*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, AUGUST 16, 2011
TOWN COUNCIL: 6:00 p.m.
YUCCA VALLEY COMMUNITY CENTER
YUCCA ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

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

* * * *

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

* * * *

**TOWN ADMINISTRATIVE OFFICE:
760-369-7207
www.yucca-valley.org**

**AGENDA
MEETING OF THE
TOWN OF YUCCA VALLEY COUNCIL
TUESDAY, AUGUST 16, 2011, 6:00 P.M.**

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

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

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

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

OPENING CEREMONIES

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

AGENCY REPORTS

Fire Department

1-3 1. Monthly Report for July 2011

Chamber of Commerce

2. Monthly Report for July 2011

APPROVAL OF AGENDA

Action: Move _____ 2nd _____ Voice Vote _____

CONSENT AGENDA

- 4-10 3. Regular Town Council Meeting Minutes of August 2, 2011.

Recommendation: Approve minutes as presented.

4. 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.

- 11-62 5. Amend the Subdivision Improvement Agreement, Tract Map 16587, Northeast Corner of Acoma Trail and Zuni Trail

Recommendation: Approve the Amendment to the Subdivision Improvement Agreement, extending the period of time for completion of improvements an additional thirty-six (36) months through November 22, 2013.

- 63-64 6. Annual Fuel Purchase, Authorization to Purchase Fuel from Morongo Unified School District for Fiscal Year 2011/2012

Recommendation: Authorize the purchase of fleet vehicle fuel from Morongo Unified School District for fiscal year 2011/2012, and waive the formal bidding procedures as the Town Council finds that adherence to the method of the purchasing procedures (Chapter 3.12) would be inefficient, impractical and unnecessary.

- 65-100 7. Approval of Community Center HVAC Maintenance Expenditure

Recommendation: Approve the 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, 2012.

- 101-113 8. Operational Agreement – Morongo Basin Unity Home

Recommendation: Approve the operational agreement between the Town of Yucca Valley and Morongo Basin Unity Home, Inc.

114-125 9. Warrant Register August 16, 2011

Recommendation: Ratify the Warrant Register total of \$300,724.56 for checks dated July 22, 2011 through August 3, 2011. Ratify Payroll Registers total of \$159,886.61 for checks dated July 22, 2011.

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 3-9)(roll call vote)

Action: Move _____ 2nd _____ Roll Call Vote _____

PUBLIC HEARING

126-151 10. Formation of Community Facilities District No. 11-1, Warren Vista Shopping Center; CUP-01-08/Parcel Map 19103, Resolutions and Ordinance

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY FOR THE FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 11-1, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE DISTRICT, PRELIMINARILY ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE DISTRICT, AND SUBMITTING THE LEVY OF THE SPECIAL TAX TO THE QUALIFIED ELECTORS OF THE DISTRICT

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY SETTING A DATE FOR AN ELECTION ON THE COMMUNITY FACILITIES DISTRICT NO. 11-1 SPECIAL TAX LEVY FOR FY 2011/12 AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT FOR THE TOWN OF YUCCA VALLEY COMMUNITY FACILITIES DISTRICT NO. 11-1

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DECLARING RESULTS OF AND CERTIFYING

THE RESULTS OF THE ELECTION ON THE LEVY OF SPECIAL TAXES
IN COMMUNITY FACILITIES DISTRICT NO 11-1 AND DIRECTING
RECORDING OF THE NOTICE OF SPECIAL TAX LIEN

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA
VALLEY, CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL
TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 11-1

Staff Report

Open Public Hearing

Recommendation: Adopt a Resolution for the formation of the District, authorizing levy of special tax within the District, preliminarily establishing an appropriation limit for the District, and submitting the levy of the special tax to the qualified electors within the District; a Resolution setting a date for election approving the levy of the special tax within the District and setting an appropriation limit; a Resolution declaring the results of the election and directing the recording of the notice of special tax lien; and introduce the Ordinance authorizing the levy of a special tax within Community Facilities District No. 11-1.

Action: Move _____ 2nd _____ Roll Call Vote _____.

DEPARTMENT REPORTS

- 152-341 11. 2011/2012 Town-Wide Slurry & Cape Seal Project, Rejection of Bid Protests, Waiver of Minor Bid Defects and Supporting Findings, Award of Construction Contract, Budget Amendment. 2011 Town-Wide Slurry Seal project Bid.

Staff Report

Recommendation: 1) Reject the bid protests filed by American Asphalt South, Inc., waive, based on the findings and substantial evidence described below, the minor defects in the bid consisting of the bidders failure to list the supplier of Chip Seal Emulsion, Chip Seal Aggregate, and Asphalt and the omission of one of the signatories notarized signature on the bid documents, finding that the Roy Allan Slurry Seal, Inc. bid substantially conforms to the Call For Bids and the defects in the bid cited by the bid protests cannot have affected the amount of the bid nor that any bidder was given an advantage or benefit not allowed other bidders. Moreover, none of the alleged defects in the Roy Allen Proposal relate to, or impact, the issue of bidder responsibility; 2) Amend the FY 2011-2012 Budget

appropriating \$68,000 in Measure I Fund 523 and \$60,000 from LTF Fund 517, towards funding the project; and 3) approve the award of a contract for the 2011-12 Town-wide Slurry Cape Seal Project to Roy Allan Slurry Seal Inc., in the amount of One Million Forty Four Thousand Three Hundred Ninety Three Dollars and Seventy Three Cents (1,044,393.73); establish a \$104,439 contingency and \$5,000 administrative costs; authorize the Town Manager, Town Attorney, and the Mayor to sign all necessary documents; and authorize the Town Manager to expend the contingency if necessary to complete the project.

Action: Move _____ 2nd _____ Roll Call Vote _____.

- 342-352 12. Traffic Speed Surveys, Juarez Drive, Between Palomar and Joshua Lane, Retain Existing Posted Speed of 35 Miles Per Hour, Ordinance

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 12 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE BY AMENDING SECTION 12.20.020 ENTITLED "CHANGES IN STATE LAW SPEED LIMITS" OF CHAPTER 12.20 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE ESTABLISHING SPEED LIMIT

Staff Report

Recommendation: Introduce the Ordinance, amending Title 12, Chapter 12.20 of the Town of Yucca Valley Municipal Code, Section 12.20.020, Entitled "Changes in State Law Speed Limits" by establishing the recommended speed limit for Juarez Drive, and rescinding that portion of the Ordinance that establishes the existing speed zone, based upon the findings contained in the Staff Report.

Action: Move _____ 2nd _____ Roll Call Vote _____.

- 353-366 13. Assembly Bill 1S 27 Urgency and Companion Regular Ordinances Continuing the Town of Yucca Valley Redevelopment Agency

AN URGENCY ORDINANCE OF THE TOWN COUNCIL FO THE TOWN OF YUCCA VALLEY, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY AND DECLARING THE FACTS WHICH MAKE IT NECESSARY THAT THIS

ORDINANCE TAKE EFFECT

AN ORDINANCE OF THE TOWN COUNCIL FO THE TOWN OF YUCCA VALLEY, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY

Staff Report

Recommendation: Under the threat of dissolution of the Yucca Valley Redevelopment Agency and the associated termination of its redevelopment authority: 1) adopt the proposed urgency Ordinance; and 2) introduce the proposed companion regular ordinance; to allow the Town, with the assistance of the Redevelopment Agency, to continue to implement a variety of redevelopment projects and programs for the purpose of eliminating and preventing blight, stimulating and expanding the Project Area’s economic growth, assisting in the creation and development of local job opportunities and providing for the investment in public infrastructure.

Action: Move _____ 2nd _____ Roll Call Vote _____.

- 367-374 14. Town Council Public Agency Board/Committee Liaison Assignments

Staff Report

Recommendation: Select representatives to the various Public Agency Boards and direct the Town Clerk to notify the agencies of the changes in representation.

Action: Move _____ 2nd _____ Voices Vote _____.

- 375-378 15. Appointment to Planning Commission and Parks, Recreation and Cultural Commission

Staff Report

Recommendation: Ratify Mayor Huntington’s nomination to the Planning Commission; Ratify Council Member Abel’s appointment of Jeff Evans to remain on the Parks, Recreation and Cultural Commission; Ratify Council Member Lombardo’s appointment of Tim Humphreville to the Planning Commission and Cynthia

Kraemer to the Parks, Recreation and Cultural Commission

Action: Move _____ 2nd _____ Voice Vote _____.

POLICY DISCUSSION

- 379-391 16. Park & Recreation Master Plan Implementation, Park Development Update, Federal Housing & Urban Development, Economic Development Initiative Funds, Town Council Policy Discussion and Direction, Parks, Recreation & Cultural Commission Recommendation

Staff Report

Recommendation: 1) Receive the report and provide direction to staff regarding the development of Phase 1A of the South Side Neighborhood Park; 2) Approve a temporary suspension of enforcement of the Town's "leash law" at the Machris Park softball field from dawn to 10:00 a.m. daily, as recommended by the Parks, Recreation & Cultural Commission.

Action: Move _____ 2nd _____ Voice Vote _____.

FUTURE AGENDA ITEMS

PUBLIC COMMENTS

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

STAFF REPORTS AND COMMENTS

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

17. Council Member Lombardo
18. Council Member Abel
19. Council Member Hagerman

20. Mayor Pro Tem Rowe

21. Mayor Huntington

ANNOUNCEMENTS

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

**Next Town Council Meeting, Tuesday, August 23, 2011, 6:00 p.m. Joint Meeting
with Planning Commission**

Next Regular Town Council Meeting, Tuesday, September 6, 2011

CLOSED SESSION

CLOSING ANNOUNCEMENTS

ADJOURNMENT



**SAN BERNARDINO COUNTY FIRE DEPARTMENT
SERVING YUCCA VALLEY**

July 2011 Summary

ADMINISTRATIVE MONTHLY REPORT

The County Fire Department responded to a total of 406 requests for assistance within our town boundaries. Division wide responses for the South Desert total in the Month of July were 758 incidents.

EMERGENCY RESPONSES

ESTIMATED FIRE LOSS (In dollars)

Total Loss	\$	1,600	Value	\$	1,600
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RESPONSES OTHER THAN FIRES

Fires	2
Rupture / Explosion	4
EMS / Rescue	302
Hazardous Condition	2
Service Calls	37
Good Intent Calls	46
False Call	11
Other – Severe Weather	2

ALARMS – ALL TYPES

Yucca Valley Response Area

TOTAL NON-FIRE RESPONSE.....	404
TOTAL FIRE RESPONSES	2
TOTAL ALARMS.....	406

Significant Events:

- Vehicle Fire – Pioneertown; six-pack camper near residence \$1,600 loss.
- Plane Crash – Covington Flats; pilot rescued and air-lifted to trauma center. Plane was experimental and deemed a total loss. FAA/NTSB/Law Enforcement investigated.
- Attended First Annual Boys and Girls Club July 4th Celebration
- Crews trained for Mass Casualty Incident Management. Cooperators participating included Morongo Basin Ambulance, CalFire Yucca Valley



SAN BERNARDINO COUNTY FIRE DEPARTMENT
SERVING YUCCA VALLEY

COMMUNITY SAFETY MESSAGE

FIRE SAFETY CHECKLIST For Older Adults

1. Have smoke alarms that work.

Make sure you have at least one working smoke alarm on every level of your home and inside or near sleeping areas. Test smoke alarms once a month. Use a broom handle to gently push the “test button.” If you climb, always use a sturdy step ladder. Replace batteries with new ones at least once a year or when the smoke alarm “chirps,” which signals low battery power. If your alarms are ten years old or older, get new ones.

2. Make a home escape plan.

Know how to get out of every room of your home. Practice your plan at least twice a year. If possible, move your bedroom to the first floor. That can help you get outside quickly if there is a fire or other emergency.

3. Keep escape routes clear.

Clean out clutter. Move any furniture that blocks your way. Make sure doors and windows open easily. If you have security bars on doors and windows, have quick-release bars installed. These make it possible for you to open the bars from inside in an emergency.

4. If you can't get out...

Keep a phone in your bedroom to call for help if you can't get out quickly. Write down emergency numbers and tape them to the telephone. Keep your door closed to protect you from the smoke.

5. A special message for smokers...

Use “fire-safe” cigarettes and smoke outside. Use large, deep ashtrays on sturdy surfaces like a table. Wet cigarette and cigar butts with water before putting them in the trash. Stay alert. Do not smoke if you feel sleepy, have taken medication or had alcohol to drink.



SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

6. Smokers need watchers!

Check in and around furniture cushions for cigarettes that may have fallen out of sight.

7. A recipe for safe cooking:

Always stay in the kitchen when food is cooking on the stove. Avoid loose clothing and roll up sleeves before you start to cook. Use oven mitts. If you do get a burn, immediately cool it with water for 3 to 5 minutes. Then call for help.

8. Space heaters need space.

Make sure space heaters are at least 3 feet away from anything in the room that can burn. Turn them off if you leave the room or go to sleep.

9. Prevent electrical fires.

Plug only one cord into each electrical outlet. Make sure cords and appliances are in good shape. Unplug appliances when you are not using them.

10. Fire sprinklers save lives.

If possible, choose to live in a homes or apartment with fire sprinklers. If you are building a new home, have a fire sprinkler system installed. Your local fire department can help you find a sprinkler contractor.

Important: Make sure you can hear your smoke alarm even when you're sleeping. Have a family member test the alarm while you are napping so you will know if you'll wake up. If you are deaf or hard of hearing, get special smoke alarms that signal with strobe lights and/or vibration. Ask your local fire department for help if you have trouble finding these.

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
AUGUST 2, 2011**

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

OPENING CEREMONIES

- 1. Assemblyman Paul Cook administered the Oath of Office to Robert Lombardo**

Council Members Present: Hagerman, Lombardo, Rowe and Mayor Huntington. Council Member Abel was out of Town

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 Mayor Huntington

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

- 2. Presentation from Assemblyman Cook to Chad Mayes.**

Mr. Mayes was unable to attend the meeting. Assemblyman Cook gave an update of the State budget.

- 3. Employees of the Quarter**

Presented to Associate Planner Kirschmann and Planning Tech Olson.

APPROVAL OF AGENDA

Town Manager Nuaimi advised that Items 13 and 14 will both need to be moved to Meeting of the 16th, Item 13 due to noticing, and Item No. 14 due to receipt of a protest of bids for the slurry seal project.

Council Member Rowe moved to approve the agenda as amended. Council Member Hagerman seconded. Motion carried 4-0-1 on a voice vote with Council Member Abel absent.

CONSENT AGENDA

4. **Approve**, Regular Town Council Meeting Minutes of June 21, 2011, Special Town Council Meeting Minutes of June 21, 2011, June 29, 2011, July 19, 2011 and July 25, 2011 as amended.
5. **Waive**, further reading of all ordinances and read by title only.
6. **Appoint**, Mayor Huntington as Voting Delegate and Mayor Pro Tem Rowe as Alternate for the business meeting at the League of California Cities Annual Conference, September 21-23, 2011.
7. **Receive and file**, the Treasurer's Report for 3rd and 4th Quarter FY 2010-11
9. **Approve**, the initial three year lease acquisition of a fully equipped four-wheel drive patrol vehicle in the annual amount of \$16,455 from the 2010 Supplemental Law Enforcement Services Fund (SLESF) grant program and encumber the funds as necessary to assist in providing Front Line Municipal Police Services.
10. **Receive and file**, the AB 1234 Reporting Requirement Schedule for the month of June 2011
11. **Authorize**, the Mayor to sign a letter of endorsement for the Inland Empire Regional Broadband Consortium and Grant Application to the California Advanced Service Fund (CASF), Rural and Urban Regional Broadband Consortia Grant Account
12. **Ratify**, Warrant Register total of \$869,841.81 for checks dated June 20, 2011 through July 14, 2011. Ratify Payroll Registers total of \$457,184.88 for checks dated June 24, 2011 through July 8, 2011.

Council Member Rowe requested correction of a typographical error on stamped page 15. Town Clerk Anderson noted and will correct the error. Council Member Hagerman requested to pull Item 8.

Margo Sturges, Yucca Valley, commented regarding Item 4, minutes of June 21, 2011 where the Prop 84 grant item was pulled and a special meeting called for the June 29th to discuss the grant, and objected to the information coming to the Council at the last minute. Commented regarding Item 10, AB 1234 report and questioned what the Council's stipend is for.

Council Member Rowe moved to adopt Consent Agenda Items 4-7 and 9-12. Council Member Hagerman seconded. Motion carried 4-0-1 on a roll call vote.

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

8. Network Support Services – Professional Services Agreement

Administrative Services Director Yakimow gave the staff report, noting the Town does not have in house computer staff.

Margo Sturges, Yucca Valley, commented that this service should be sent out for bids ever 3-4 years.

Council Member Hagerman advised that he pulled the item to discuss the possibility of sending the item to bid, noting that the Town has changed in the last couple of years and he would like to see if we can keep the work local.

Council Member Rowe commented she would have pulled the item for the same reason and questioned the rationale for approving the contract again without a bid.

Administrative Services Director Yakimow advised there is a learning curve for any new firm coming on board. Staff is scheduled to take a look at all IT needs during FY 2011-12, and requested that the contract be approved for the coming year or at least a portion of the year, then as part of the overall review of IT needs we can put the item out to bid.

Mayor Huntington commented that normal RFP's don't look at numbers but best qualified. Administrative Services Director Yakimow advised that we would look for that. The noted that at one point staff looked at bringing the service in house, but found it would not be cost effective. Mayor Huntington advised he would agree to extend this contract for one term, but is in favor of going out for bid next year.

Council Member Lombardo questioned the consequences of not approving this item. Administrative Services Director Yakimow advised we will be working without a contract.

Council Member Hagerman questioned how long the RFP process would take. Administrative Services Director Yakimow stated probably about 6 months. Council Member Hagerman commented he is not comfortable with fact that this company went into this contract knowing that no one was bidding against them, and would agree to approving it for 6 months, sending out the RFP, and looking at again in 6 months.

Council Member Rowe agreed.

Mayor Huntington questioned if the dollar amount matches what was approved last year. Administrative Services Director Yakimow stated in terms of per hour, yes, noting when the Town Manager came on board he requested that our vendors reduce their rate, and Southwest did lower their prices by about 8%.

Council Member Lombardo questioned if the Town’s IT needs have changed much. Administrative Services Director Yakimow stated we have been running relatively lean. As we go through and look at some of the efficiencies that have come about throughout the town, they all require additional IT support. He noted we are probably going to have a significant increase in IT infrastructure that will pay back to the Town in the future.

Council Member Hagerman stated he would feel more comfortable if we give the opportunity to keep the contract in Yucca Valley.

Council Member Lombardo moved to authorize the engagement of Southwest Networks, Inc. to provide professional network maintenance and computer services, for a period of 6 months, authorize the Town Manager to make any necessary non-substantive changes and sign all related documents in a form approved by the Town Attorney, and prepare a RFP for IT services. Council Member Hagerman seconded. Motion carried 4-0-1 on a roll call vote.

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

PUBLIC HEARING

13. Formation of Community Facilities District No. 11-1, Warren Vista Shopping Center; CUP-01-08/Parcel Map 19103, Resolutions and Ordinance

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY FOR THE FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 11-1, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE DISTRICT, PRELIMINARILY ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE DISTRICT, AND SUBMITTING THE LEVY OF THE SPECIAL TAX TO THE QUALIFIED ELECTORS OF THE DISTRICT

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY SETTING A DATE FOR AN ELECTION ON THE COMMUNITY FACILITIES DISTRICT NO. 11-1 SPECIAL TAX LEVY FOR FY 2011/12 AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT FOR THE TOWN OF

YUCCA VALLEY COMMUNITY FACILITIES DISTRICT NO. 11-1

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DECLARING RESULTS OF THE SPECIAL ELECTION AND DIRECTING RECORDING OF THE NOTICE OF SPECIAL TAX LIEN

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 11-1

Item pulled

DEPARTMENT REPORTS

14. Award of 2011 Town-Wide Slurry Seal project Bid.

Item pulled

15. Selection of Ad Hoc Committee to meet with Morongo Unified School District.

Town Manager Nuaimi gave the staff report.

Council Member Hagerman expressed interest in sitting on the community.

Council Member Lombardo questioned what types of things would be of mutual interest to the Town and School District. Town Manager Nuaimi advised a couple of items that were discussed include joint facility use and the costs of the School Resource/Juvenile Officer.

Council Member Hagerman commented it is also important for Council to know what is happening with the Basin's largest employer.

Council Member Rowe commented she would also be interested, and questioned if being a substitute teacher in the District would be a conflict. Town Attorney Laymon advised it would not.

Mayor Huntington moved to appoint Mayor Pro Tem Rowe and Council Member Hagerman to sit on an Ad Hoc Committee to meet with the Morongo Unified School District. Council Member Lombardo seconded. Motion carried 4-0-1 on a voice vote with Council Member Abel absent.

FUTURE AGENDA ITEMS

None

PUBLIC COMMENT

Margo Sturges, Yucca Valley, commented regarding selection of Commission Members and Town Council plans regarding the Redevelopment Agency.

STAFF REPORTS AND COMMENTS

None

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

16. Council Member Lombardo

No reports

17. Council Member Abel

Absent

18. Council Member Hagerman

Requested that Council Member Rowe share her daughter's accomplishments.

Congratulated Associate Planner Kirschmann and Planning Tech Olsen

19. Mayor Pro Tem Rowe

Advised her daughter is representing the Town of Yucca Valley at the National Track Finals.

Congratulated Planning Tech Olsen and Associate Planner Kirschmann

20. Mayor Huntington

Welcomed Council Member Lombardo

ANNOUNCEMENTS

Next Town Council Meeting, Tuesday, August 16, 2011, 6:00 p.m.

CLOSED SESSION

Mayor Huntington opened public comments for items on the Closed Session.

Town Attorney Laymon reported regarding the items Town Council will be discussing.

21. 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)

22. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(b). (3 cases)

23. Government Code Section 54956.8, Conference with Real Property Negotiators.

Property: 595-162-08 & 09, 2 parcels located on the SW corner of 29 Palms Hwy and Joshua Lane

Town of Yucca Valley

Mark Nuaimi, Real Property Negotiator

Real Property Negotiations

Mayor Huntington adjourned to Closed Session at 6:40 p.m., returned to open session at 8:15 p.m. and advised there was no reportable action taken. There were no members of the public present.

ADJOURNMENT

There being no further business the meeting was adjourned at 8:15 p.m.

Respectfully submitted,

Jamie Anderson, MMC
Town Clerk

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle, Deputy Town Manager
Date: August 8, 2011
For Council Meeting: August 16, 2011

Subject: Amend the Subdivision Improvement Agreement
Tract Map 16587
Northeast corner of Acoma Trail and Zuni Trail

Prior Council Review: The Town Council previously approved the final map, performance and labor/material bonds, and the subdivision improvement agreement. The Lighting and Landscape Maintenance and Street and Drainage Maintenance Districts have been formed. The Town Council approved an amendment to the subdivision improvement agreement at its meeting of November 13, 2008. The amendment extended the agreement to November of 2010.

Recommendation: That the Town Council approves the attached Amendment to the Subdivision Improvement Agreement, extending the period of time for completion of improvements an additional thirty-six (36) months through November 22, 2013.

Executive Summary: The Subdivision Improvement Agreement was approved with the final subdivision map of TM 16587. The project is under construction, but the down turn in the economy has affected project progress. The owner/developer seeks an extension of time in which to complete improvements.

Order of Procedure:

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

Discussion: The Subdivision Improvement Agreement provides that public improvements be constructed by November 22, 2008. The amendment would provide the owner an additional thirty-six (36) months, through November 22, 2013, to construct the public improvements.

The owner has been unable to construct the public improvements due to the downturn in the economy. Construction of the public improvements on Acoma Trail, Church Street,

Reviewed By:


Town Manager


Town Attorney


Mgmt Services

SRS
Dept Head

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Session

Zuni Trail, Mountain View and interior streets and irrigation and landscaping has commenced. The improvements have not been accepted or taken into the Town's Maintained Road System.

The estimated cost of the improvements is \$1,179,148. The Subdivision Improvement Agreement provides that the time for completion of the public improvements may be extended where deemed necessary by the Town.

Alternatives: No alternative action is recommended.

Fiscal impact: No fiscal impact resulting from the amendment is identified.

Attachments: Subdivision Improvement Agreement
First Amendment to the Subdivision Improvement Agreement
Second Amendment to the Subdivision Improvement Agreement

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

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

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

“Section 6. Timing of Performance

Subdivider agrees to perform and complete all improvements within eighty-four (84) months from the date of this Agreement and through November 22, 2013. It is further agreed by and between the Subdivider and the Town that in the event it is deemed necessary by the Town to extend the time of completion of the Improvements, said extension may be granted by the Town, and shall in no way affect the validity of this Agreement or release of the surety(ies) on any bond attached hereto or the financial institution guaranteeing the same. Subdivider further agrees to maintain and provide proof of extensions of the security described in Sections 4(a), 4(b), and 4(c) above in full force and effect during the term of this Agreement including any extensions of time as may be granted.”

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

Dated: August 17, 2011

Approved as to Form:

LONA LAYMAN
Town Attorney

“TOWN”

MARK NUAIMI
Town Manager

“SUBDIVIDER”

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

By: Richard Elder, Manager Date

By: Scott Woodside, Manager Date

Drake Construction, LLC

By: Richard Elder, Manager Date

By: Scott Woodside, Manager Date

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



DOCUMENT 2007-0152170
RECORDED 3/9/2007
S. P. Co. RECORDER

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

SUBDIVISION IMPROVEMENT AGREEMENT

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

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

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

Section 1. Incorporation by Reference

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

Section 2. Construction of Improvements

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

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

Description of Improvements:

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

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

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

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

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

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

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

(b) Survey Monumentation

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

Section 3. Modification of Plans

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

Section 4. Security

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

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

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

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

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

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

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

Section 5. Inspections

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

Section 6. Timing of Performance

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

Section 7. Work Performance

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

Section 8. Indemnity

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

Section 9. Permits and Requisite Fees

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

Section 10. On-Site Supervision

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

Section 11. Law to Govern: Venue

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

Section 12. Compliance with Law

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

Section 13. Waiver

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

Section 14. Notices

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

Shane R. Stueckle
Deputy Town Manager
Town of Yucca Valley
68928 Business Center Drive
Yucca Valley, CA 92284

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

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

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

Section 15. Noncompliance

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

Section 16. Notice of Breach and/or Default

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

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

Section 17. Performance by Surety or Town

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

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

Section 18. Successors in Interest

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

Section 19. Effective Date

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

Section 20. Amendment of Agreement


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

Section 21. Execution.

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

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

"TOWN OF YUCCA VALLEY"

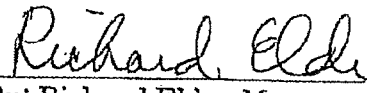
 2/5/07
Signature Date


Andrew J. Takata
Print Name

Town Manager
Title

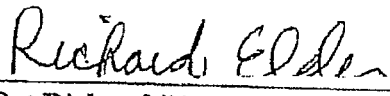
"SUBDIVIDER"

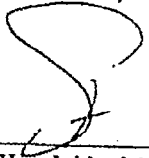
Mesquite 55 L.P.
By: Drake Construction, LLC

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

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

Drake Construction, LLC

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

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

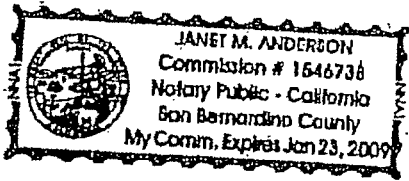
(Note: Subdivider's signature(s) must be acknowledged before a Notary Public)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of San Bernardino } ss.

On March 7, 2007 before me, Janet M. Anderson, Notary Public
Date Name and Title of Officer, e.g., "Jane Doe, Notary Public"
 personally appeared Andrew J. Takata
Name(s) of Signer(s)

- personally known to me
 proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: Mar. 22, 2006 Number of Pages: 10

Signer(s) Other Than Named Above: Richard Elder & Scott MacLacoste

Capacity(ies) Claimed by Signer

Signer's Name: Andrew J. Takata

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

Signer is Representing: Team of Yuva Valley



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

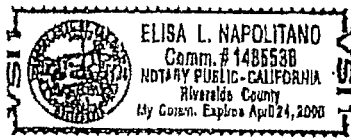
State of California)
 County of Riverside)

On 12th January 2007 before me, Elisa L. Napolitano, A Notary Public
(here insert name and title of the officer)
 personally appeared Richard Elder

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

WITNESS my hand and official seal.

Elisa L. Napolitano
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT _____ <small>(Title or description of attached document)</small> _____ <small>(Title or description of attached document continued)</small> Number of Pages _____ Document Date _____ _____ <small>(Additional information)</small>
--

CAPACITY CLAIMED BY THE SIGNER <input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer _____ <small>(Title)</small> <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____
--

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Riverside)

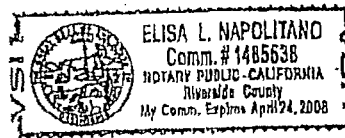
On 12th January 2007 before me, Elisa L. Napolitano, A Notary Public
(here insert name and title of the officer)

personally appeared Scott Woodside

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

WITNESS my hand and official seal.

Elisa L. Napolitano
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

FINAL CONDITIONS OF APPROVAL
Tentative Tract Map 16587

I. GENERAL CONDITIONS

1. This approval is for Tentative Tract Map Number 16587, an application to allow the subdivision of a 33.75 acre parcel into 56 single family residential lots in the RS-3.5 Land Use District. The property is identified as Assessor Parcel Number 587-021-08, 587-021-39, 587-021-40.
2. The applicant/owner shall agree to defend at his sole expense any action brought against the Town, its agents, officers, or employees, because of the issuance of such approval; or in the alternative, to relinquish such approval, in compliance with the Town of Yucca Valley Development Code. The applicant shall reimburse the Town, its agents, officers, or employees for any court costs, and attorney's fees which the Town, its agents, officers or employees may be required by a court to pay as a result of such action. The Town may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve applicant of his obligations under this condition.
3. This Tentative Tract Map shall become null and void if a Final Map is not approved within three (3) years of the Town of Yucca Valley date of approval. Extensions of time may be granted by the Planning Commission and/or Town Council, in conformance with the Subdivision Map Act and the Town of Yucca Valley Subdivision regulations. The applicant is responsible for the initiation of an extension request.

Approval Date: August 19, 2004
Expiration Date: August 19, 2007
4. The applicant/owner shall ascertain and comply with requirements of all State, County, Town and local agencies as are applicable to the project area. These include, but are not limited to, Environmental Health Services, Transportation/Flood Control, Fire Warden, Building and Safety, State Fire Marshal, Caltrans, High Desert Water District, Airport Land Use Commission, California Regional Water Quality Control Board, the Federal Emergency Management Agency, MDAQMD-Mojave Desert Air Quality Management District, Community Development, Engineering, and all other Town Departments.
5. All conditions are continuing conditions. Failure of the applicant to comply with any or all of said conditions at any time shall result in the revocation of the approval on the property.
6. Handicapped site access improvements shall be in conformance with the requirement of Title 24 of the California Building Code.

7. Prior to final map approval or permit issuance, the applicant shall dedicate 5 acres per 1,000 residence or pay in-lieu fees as adopted by the Town for use as park land.
8. All mitigation measures included in EA 01-04 are hereby incorporated into these conditions of approval by reference.
9. A perimeter decorative block wall not to exceed 6' in height shall be installed along the property line on Acoma.
11. FLOOD CONTROL IMPROVEMENTS
10. At the discretion of the Town Engineer, and prior to occupancy of the first house on the property, the project proponent shall either:
 - a. Provide full improvements for that portion of Acoma Wash which traverses the property, and upstream and downstream improvements to assure that flows are conducted safely through the property and dissipated adequately downstream, and dedicate these improvements to the County of San Bernardino; or
 - b. Make the equivalent monetary contribution equal to the cost of the improvements through the property to the Town. This contribution shall be based on the cost estimate contained in the Master Plan of Drainage, adjusted for inflation based on the annual Consumer Price Index for every year since the Master Plan's adoption.
 - c. Pay Development Impact Fees, if adopted by Town Council prior to issuance of grading permits for this tract, and if the Development Impact Fees include the improvement of the Acoma Wash. The applicant shall still be subject to Development Impact Fees, if either option a.) or b.), above is implemented, but may be subject to a credit for the cost of option a.) or b.).
11. The development of the property shall be in conformance with FEMA and the Town's Floodplain Management Ordinance requirements. Adequate provision shall be made to intercept and conduct the existing tributary drainage flows around or through the site in a manner which will not adversely affect adjacent or downstream properties at the time the site is developed.
12. A private maintenance agreement or similar vehicle, conforming to Town Council Resolution 03-32, shall be established prior to the issuance of grading permits, at the developer's expense, to assure the maintenance of the retention basin, drainage easements, and landscaping in perpetuity, to the satisfaction of the Town Engineer and Town Attorney.

- III. STREET IMPROVEMENTS AND/OR WIDENINGS AND IMPROVEMENTS:
13. The applicant shall provide street improvement plans designed by a California licensed civil engineer for the construction of street improvements. The plans shall be approved by the Town Engineer. Any required street striping shall be thermoplastic as approved by the Town Engineer.
 14. Street improvements and or widenings and Improvements:
 - Acoma Trail – Installation of curb, gutter and sidewalk based on a 40 foot half-width section per Town Standard.
 - Church Street and Zuni Trail – Installation of curb, gutter and sidewalk based on a 30 foot half-width section per Town Standard. Paving for Church Street shall extend north to existing paving.
 - Mountain View and all interior streets - Installation of curb, gutter and sidewalk based on a 60 foot full-width per Town Standard.
 15. All improvement plans shall be to Town Engineer's standards, and shall be submitted for review and approval prior to recordation of the Final Map.
 16. Final improvement plans and profiles shall indicate the location of any existing utility which would affect construction and shall provide for its relocation at no cost to the Town.
 17. An encroachment permit shall be obtained from the Town prior to performing any work in any public right of way.
 18. Prior to Town acceptance of the Final Map, Subdivider shall present evidence to the Town Engineer that he has made a reasonable effort to obtain a non-interference letter from any utility company that may have rights of easement within the property boundaries.
 19. New utility lines shall be placed underground in accordance with the requirements of the Town.
 20. All required improvements shall be bonded in accordance with Town Development Code unless constructed and approved prior to approval and recordation on the Final Map.

Mitigation Measures, EA 01-04

Air Quality:

1. Construction equipment shall be properly maintained and serviced to minimize exhaust emissions.
2. Existing power sources should be utilized where feasible via temporary power poles to avoid on-site power generation.
3. Imported fill shall be adequately watered prior to transport, covered during transport, and watered prior to unloading on the project site.
4. Any portion of the site to be graded shall be pre-watered to a depth of three feet prior to the onset of grading activities.
5. Watering of the site or other soil stabilization method shall be employed on an on-going basis after the initiation of any grading activity on the site. Portions of the site that are actively being graded shall be watered regularly to ensure that a crust is formed on the ground surface, and shall be watered at the end of each work day.
6. Any area which remains undeveloped for a period of more than 30 days shall be stabilized using either chemical stabilizers or a desert wildflower mix hydroseed on the affected portion of the site.
7. SCAQMD Rule 403 shall be adhered to, insuring the clean-up of construction-related dirt on approach routes to the site.
8. All grading activities shall be suspended during first and second stage ozone episodes or when winds exceed 25 miles per hour

Biological Resources:

1. Prior to any ground disturbing activity on the site, the focused survey for desert tortoise shall be updated. The study shall be completed to US Fish and Wildlife Service protocol for the species. The study shall be approved by the Community Development Department prior to any activity on the site.
2. The project proponent shall implement the Town's preservation criteria for Joshua trees on the site, including preservation on site and replanting.
3. Prior to the issuance of grading permits for the site, the project proponent shall submit plans to the California Department of Fish and Game for their review, and shall either secure a 1600 series Agreement, if needed, or a letter from the Department stating that they will not require such an Agreement in this case (if no improvements are to be made to the channel).

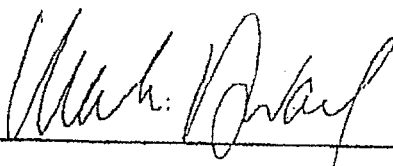
Hydrology:

1. Prior to occupancy of the first unit on the project site, the project proponent shall install channel improvements along the entire length of the Acoma Wash bisecting the site, as well as the necessary up- and down-stream improvements to assure that adjacent properties are protected from increased water flows. These plans shall include channel construction itself, as well as access points/roads, fencing and any other requirements of the County to ensure compliance with the Town Master Plan of Drainage. The plans for the channel shall be reviewed and approved by both the Town Engineer and the San Bernardino Department of Public Works (Flood Control) prior to initiation of work in the channel.
2. Prior to issuance of grading permits for the site, the project proponent shall submit, for review and approval, designs for both Church and ~~PA~~ Street which include reinforcements, to the Town Engineer's satisfaction, to protect from scour and erosion on both the up- and down-stream sides of each of these roadways.

Noise:

1. A six foot block, slumpstone or similar wall shall be constructed along the western property line of the proposed project, from the south to the north corner. The wall shall have no openings or breaks, and shall be finished in a decorative manner with either paint or stucco.
2. All internal combustion equipment operating within 500 feet of any occupied residential unit shall be fitted with properly operating mufflers and air intake silencers.
3. All stationary construction equipment (e.g. generators and compressors), and all construction staging areas shall be located in the southeastern portion of the site.
4. Construction activities shall be limited to the hours prescribed in the Municipal Code.
5. A 6 foot wall shall be erected on the south, east and north boundaries of the three homes located on the east side of Acoma,, on the south side of Mountain View Trail, prior to the initiation of any activity on the site. The walls shall be constructed of slumpstone or block, shall have no breaks or openings, and shall be finished decoratively, with either paint or stucco.

Applicant's Signature



Date

10/5/04

TOWN OF YUCCA VALLEY
FAITHFUL PERFORMANCE BOND

Bond Number: 726718S

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

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

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

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

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

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

TOWN OF YUCCA VALLEY
FAITHFUL PERFORMANCE BOND

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

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

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

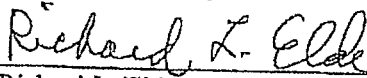
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of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

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

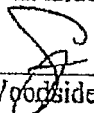
Principal

Mesquite 55, L.P.

By: Drake Construction, LLC,
its general partner



Richard L. Elder, manager


Scott Woodside, manager

Surety

Developers Surety and Indemnity
Company



Jennifer Tesoriero, attorney-in-fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**

PO BOX 19725, IRVINE, CA 92613 (949) 203-3300

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

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

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

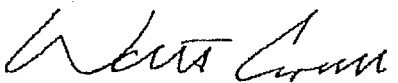
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

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

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

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

By: 
David H. Rhodes, Executive Vice-President

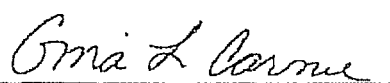
By: 
Walter A. Crowell, Secretary



STATE OF CALIFORNIA]
COUNTY OF ORANGE]

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

WITNESS my hand and official seal.

Signature 

(SEAL)



CERTIFICATE

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

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

By: 
Albert Hillebrand, Assistant Secretary

ACKNOWLEDGMENT

State of California

County of Los Angeles

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

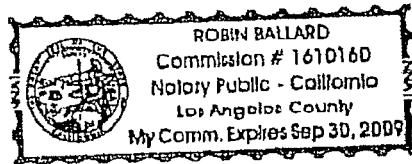
personally appeared Jennifer Tesoriero

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

WITNESS my hand and official seal.

Signature

Robin Ballard



(Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Imperial)

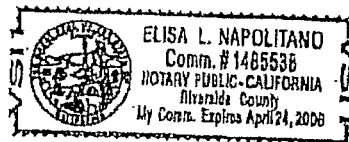
On 9th February 2007 before me, Elisa L. Napolitano, A Notary Public
(Here insert name and title of the officer)

personally appeared Scott Woodard

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

WITNESS my hand and official seal.

Elisa L. Napolitano
Signature of Notary Public



(5-01)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

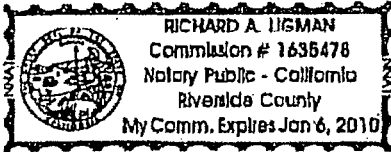
State of California

County of Riverside } ss.

On February, before me, RICHARD A. LIGMAN, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared RICHARD L. ELDER
Name(s) of Signer(s)

personally known to me

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



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Faithful Performance Bond

Document Date: Feb 8, 2007 Number of Pages: 2

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: RICHARD L. ELDER

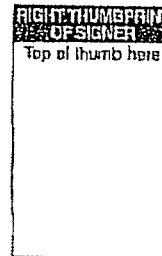
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

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



Signer is Representing: _____

TOWN OF YUCCA VALLEY
LABOR AND MATERIAL BOND

Bond Number: 726718S

Premium: Included in the cost of performance

LABOR AND MATERIAL BOND

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

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

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

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

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

TOWN OF YUCCA VALLEY
LABOR AND MATERIAL BOND


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

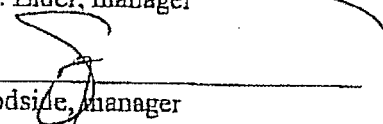
IN WITNESS WHEREOF, said Principal and said Surety have caused this performance bond to be duly executed this 8th day of February, 2007.

Principal

Mesquite 55, L.P.

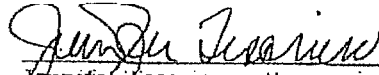
By: Drake Construction, LLC,
its general partner


Richard L. Elder, manager


Scott Woodside, manager

Surety

Developers Surety and Indemnity
Company


Jennifer Tesoriero, attorney-in-fact

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19723, IRLINE, CA 92613 (949) 263-3300

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

Jennifer Tesorero, Kevin R. Brooks, William M. Summers, jointly or severally

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

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

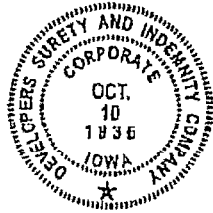
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and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

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

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

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

By: [Signature]
Walter A. Crowell, Secretary



STATE OF CALIFORNIA]
COUNTY OF ORANGE]

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

WITNESS my hand and official seal.

Signature: [Signature]

(SEAL)



CERTIFICATE

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

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

By: [Signature]
Albert Hillbrand, Assistant Secretary

ACKNOWLEDGMENT

State of California

County of Los Angeles

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

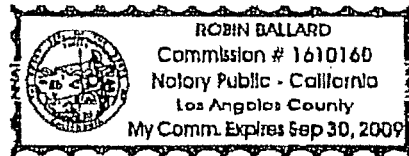
personally appeared Jennifer Tesoriero

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

WITNESS my hand and official seal.

Signature

Robin Ballard



(Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

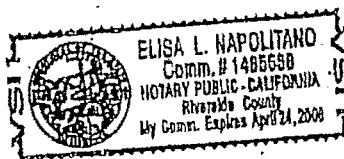
County of Riverside)

On 9th January 2002 before me, Elisa L. Napolitano, a Notary Public
(here insert name and title of the officer)

personally appeared Scott Woodside

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

WITNESS my hand and official seal.



Elisa L. Napolitano
Signature of Notary Public

(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

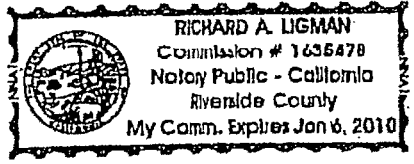
Other _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Riverside } ss.

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

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



WITNESS my hand and official seal.
[Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

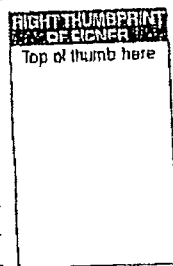
Description of Attached Document
 Title or Type of Document: Lease and Mat-ravel Bond
 Document Date: 2/12/07 Number of Pages: 2
 Signer(s) Other Than Named Above: W/A

Capacity(ies) Claimed by Signer(s)

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



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



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

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

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

“Section 6. Timing of Performance

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

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

Dated. November 14, 2008

Approved as to Form:

Naomi Silvergleid
Town Attorney

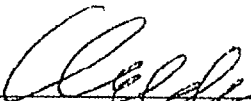
“TOWN”

Andrew J. Takata
Town Manager

“SUBDIVIDER”


Mesquite 55 L.P.

By: Drake Construction, LLC


By: Richard Elder, Manager 10-30-2008
Date

By: Scott Woodside, Manager Date

Drake Construction, LLC


By: Richard Elder, Manager 10-30-2008
Date

By: Scott Woodside, Manager Date

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On 10/30/08 before me, RICHARD A. LIGMAN, Notary Public
(Here insert name and title of the officer)

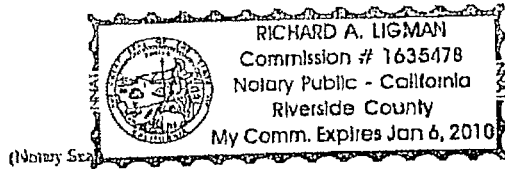
personally appeared RICHARD Elder

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

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

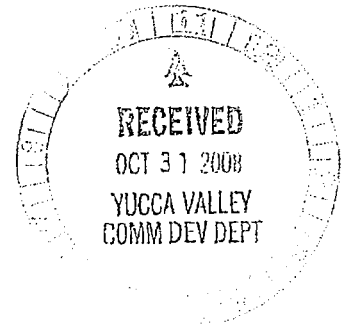
Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

10-30-08

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



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

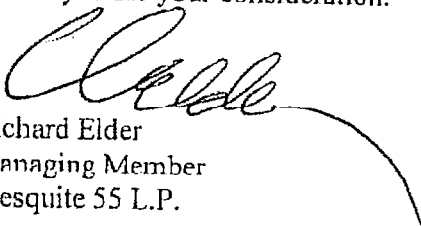
Mr. Gasaway,

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

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

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

Thank you for your consideration.


Richard Elder
Managing Member
Mesquite 55 L.P.

TOWN OF YUCCA VALLEY
FAITHFUL PERFORMANCE BOND

Bond Number: 726718S

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

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

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

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

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

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

TOWN OF YUCCA VALLEY
FAITHFUL PERFORMANCE BOND

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

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

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

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

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

Principal

Surety

Mesquite 55, L.P.

By: Drake Construction, LLC,
its general partner

Developers Surety and Indemnity
Company

Richard L. Elder
Richard L. Elder, manager

Jennifer Tesoriero
Jennifer Tesoriero, attorney-in-fact

Scott Woodside, manager

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA

PO BOX 10735, IRVINE, CA 92623 (949) 763-3300

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

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


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

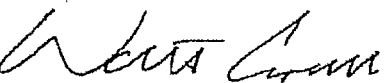
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

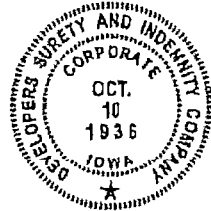
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and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

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

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

By: 
David H. Rhodes, Executive Vice-President

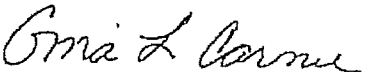
By: 
Walter A. Crowell, Secretary



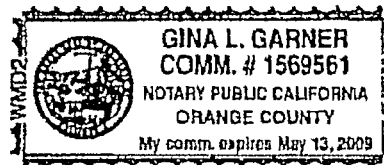
STATE OF CALIFORNIA
COUNTY OF ORANGE

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

WITNESS my hand and official seal.

Signature 

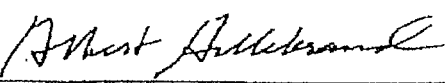
(SEAL)



CERTIFICATE

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

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

By: 
Albert Hillebrand, Assistant Secretary

ACKNOWLEDGMENT

State of California

County of Los Angeles

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

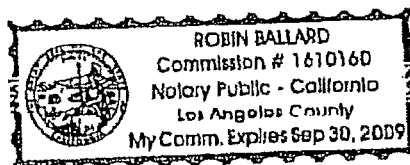
personally appeared Jennifer Tesoriero

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

WITNESS my hand and official seal.

Signature

Robin Ballard



(Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

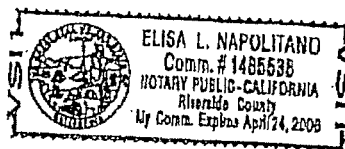
County of San Diego)

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

personally appeared Scott Woodside

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

WITNESS my hand and official seal.



Elisa L. Napolitano
Signature of Notary Public

(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

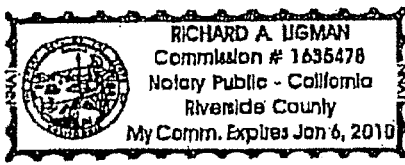
County of Riverside } ss.

On February, before me, Richard A. Ligman, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Richard L. Elder
Name(s) of Signer(s)

personally known to me

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



WITNESS my hand and official seal.

Place Notary Seal Above

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Faithful Performance Bond

Document Date: Feb 8, 2007 Number of Pages: 2

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard L. Elder

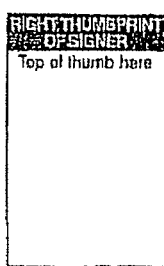
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

TOWN OF YUCCA VALLEY
LABOR AND MATERIAL BOND

Bond Number: 726718S

Premium: Included in the cost of performance

LABOR AND MATERIAL BOND

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

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

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

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

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

TOWN OF YUCCA VALLEY
LABOR AND MATERIAL BOND

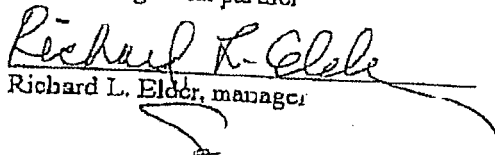
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of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

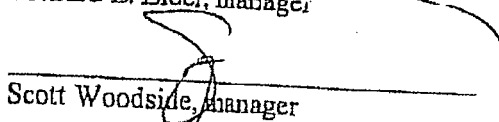
IN WITNESS WHEREOF, said Principal and said Surety have caused this performance bond to be duly executed this 8th day of February, 2007.

Principal

Mesquite 55, L.P.

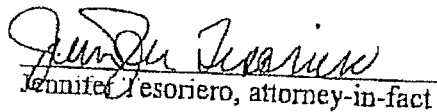
By: Drake Construction, LLC,
its general partner


Richard L. Elder, manager


Scott Woodside, manager

Surety

Developers Surety and Indemnity
Company


Jennifer Tesoriero, attorney-in-fact

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19725, IRVINE, CA 92623 (949) 203-3300

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

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

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

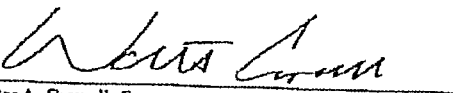
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

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

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

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

By: 
David H. Rhodes, Executive Vice-President

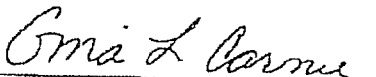
By: 
Walter A. Crowell, Secretary



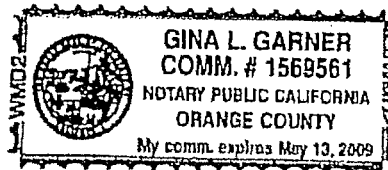
STATE OF CALIFORNIA
COUNTY OF ORANGE]

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

WITNESS my hand and official seal.

Signature 

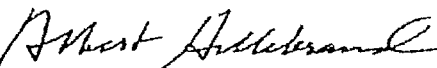
(SEAL)



CERTIFICATE

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

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

By: 
Albert Hillebrand, Assistant Secretary

ACKNOWLEDGMENT

State of California

County of Los Angeles

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

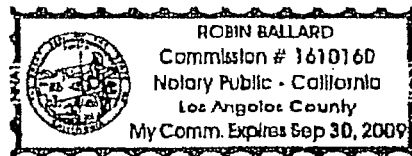
personally appeared Jennifer Tesoriero

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

WITNESS my hand and official seal.

Signature

Robin Ballard



(Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

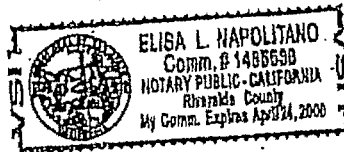
County of Riverside)

On 9th February 2009 before me, Elisa L. Napolitano, a Notary Public
(here insert name and title of the officer)

personally appeared Scott Woodside

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

WITNESS my hand and official seal.



Elisa L. Napolitano
Signature of Notary Public

(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

_____ (Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

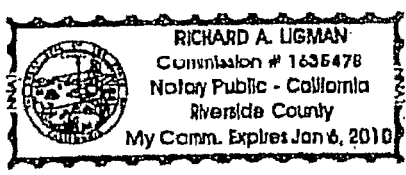
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On February 12, 2007 before me, Richard A. Ligan, Notary Public

personally appeared Richard L Elder



personally known to me

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

WITNESS my hand and official seal.
[Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
 Title or Type of Document: Letter and Material Bond

Document Date: 2/12/07 Number of Pages: 2

Signer(s) Other Than Named Above: [Signature]

Capacity(ies) Claimed by Signer(s)
 Signer's Name: Richard L Elder

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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

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

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

“Section 6. Timing of Performance

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

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

Dated: November 14, 2008

Approved as to Form:

Naomi Silvergleid
Town Attorney

“TOWN”

Andrew J. Takata
Town Manager

“SUBDIVIDER”

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

By: Richard Elder, Manager Date

By: Scott Woodside, Manager Date

Drake Construction, LLC

By: Richard Elder, Manager Date

By: Scott Woodside, Manager Date

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

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
Date: August 8, 2011
For Council Meeting: August 16, 2011

Subject: Annual Fuel Purchase
Authorization to Purchase Fuel from Morongo Unified School District for
Fiscal Year 2011/2012

Prior Council Review: None for this item.

Recommendation: That the Town Council authorizes the purchase of fleet vehicle fuel from Morongo Unified School District for fiscal year 2011/2012, and waives the formal bidding procedures as the Town Council finds that adherence to the method of the purchasing procedures (Chapter 3.12) would be inefficient, impractical and unnecessary.

Executive Summary: The Morongo Unified School District has a fueling facility at their bus yard on La Contenta. The Town has purchased fuel from the District since approximately 1993. Because the District purchases fuel in volume, the Town is able to achieve a significant cost savings on annual fleet vehicle fuel purchases. Because there are no other local distributors who can provide this level of savings, staff recommends that the Town Council finds that adherence to the method of the purchasing procedures (Chapter 3.12) would be inefficient, impractical and unnecessary.

Purchases of supplies and services in excess of \$10,000 require Town Council approval.

Order of Procedure:

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

Discussion: The Town has obtained its fleet vehicle fuel at the District bus yard since approximately 1993. As a purchaser of bulk fuel, the unit cost of fuel from the District is typically below the rates consumers pay at commercial locations.

Reviewed By:


Town Manager


Town Attorney


Mgmt Services

SRS
Dept Head

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Session

Pursuant to the Purchasing Ordinance, purchases of supplies and services in excess of \$10,000 requires Town Council authorization.

Alternatives: No alternatives are recommended. Town purchasing policies require Town Council approval of the purchase of supplies and services in excess of \$10,000.

Fiscal Impact: This amount is consistent with the approved budget for Fleet Maintenance, Fuel. Line item 55 57 6500 contains \$65,000 in the approved 2011/2012 Fiscal Year budget. Fuel costs per gallon commonly range .50 cents to as much as \$1.00 below rates at the local fuel stations.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jim Schooler, Community Services Director
Jerry McPheeters, Facility Maintenance Supervisor
Date: August 10, 2011
For Council Meeting: August 16, 2011

Subject: Approval of Community Center HVAC maintenance expenditure

Prior Council Review: No specific Council review has taken place since the original agreement was signed in 1993.

Recommendation: That the Town Council approve the 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, 2012.

Summary: In 1993, the Town of Yucca Valley entered into a ten-year agreement with Honeywell Business Solutions for the maintenance of the HVAC equipment in the Town Hall/Library, Community Center and Museum buildings. Following the original term, the agreement has continued on a year-to-year basis. Staff recommends approval of the expenditure for continuation of the service through June 2012.

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 item)

Discussion: The Town of Yucca Valley has been party to a maintenance agreement for Community Center HVAC mechanical systems with Honeywell Business Solutions since 1993. With the exception of the replaced minor components, the HVAC equipment in the Town Hall/Library building, Community Center building, and Museum is original equipment installed in the early 1970's. Specific knowledge of and experience with the equipment and ducting in these buildings is important in order to maintain the system and expedite solutions to problems.

The Honeywell agreement has provided for satisfactory service and response to maintenance issues. Now on a year-to-year renewal basis, staff recommends continuing the agreement through June 30, 2012.

Reviewed By:


Town Manager


Town Attorney


Mgmt Services

jas
Dept Head

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

Alternatives: None recommended by staff

Fiscal impact: The amount billed (\$24,900) for the annual service is budgeted and consistent with expenditures in recent years.

Attachments: Honeywell Business Solutions agreement

Proposal No: 921-941006
Date: February, 15, 1993
Agreement No:

HONEYWELL H&BC SERVICES

By and between:

Home & Building Controls
Honeywell Inc.
6 Centerpointe Drive
La Palma, CA 90623

Town of Yucca Valley
and (CLIENT)
57090 29 Palms Hwy.
Yucca Valley, CA 92284

Services will be provided at the following location(s):
Various - Locations indicated herein.

Honeywell shall perform according to the terms and conditions on the pages attached and listed below:

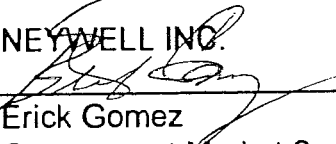
Type of Service: Honeywell Municipal Services Program

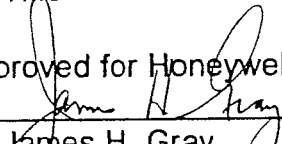
Price: Reference page 32 of 34 herein and separate third party leasing documents from Municipal Leasing Associates

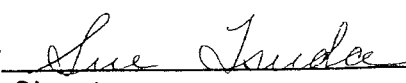
Invoicing and Payment Terms: For ongoing service, invoices will be issued in advance of the period during which service is provided.
In all cases, the client agrees to pay Honeywell the amount due upon receipt of invoice.

This proposal is effective through June 30, 1994.

This proposal and the pages attached shall become a contract only upon signature below in space titled "Approved for Honeywell Inc." and upon continuance of credit approval by Honeywell. No waiver, change, or modification of any terms or conditions on this agreement shall be binding on Honeywell unless made in writing and signed by an officer or authorized manager of Honeywell.

HONEYWELL INC.
By 
Erick Gomez
Government Market Specialist
Title

Approved for Honeywell Inc.
By  5-2-94
James H. Gray
Branch Business Manager
Title

CLIENT:
Town of Yucca Valley
By 
Signature
Town Manager
Title
April 12, 1994
Date

CONTRACT INDEX

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STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS OF SALE

1. **TERMS OF PAYMENT.** Owner agrees to make payments of the contract price as follows:

INSTALLATION WORK: (SEE LEASE PURCHASE AGREEMENT)

MAINTENANCE CONTRACTS:

Invoices will be issued in advance of the service period. Owner agrees to pay Honeywell the amount due upon receipt of the invoice.

OTHER TERMS OF PAYMENT:

(a) This order is subject to approval and continuance of approval of credit by Honeywell. (b) All payments shall be in legal currency of the United States. (c) Owner agrees that a check bearing the legend "Payment in full" or other such conditional or restrictive legend shall be accepted by Honeywell only as payment on account unless Owner shall mail such check to Credit Manager, Commercial Buildings Group, Honeywell Plaza, Minneapolis, MN 55408, together with a written explanation of the reason for the proposed payment, and check is subsequently accepted and endorsed by the Credit Manager. (d) If any payments to Honeywell are not made by Owner as provided herein, Owner shall pay Honeywell all reasonable costs incurred by Honeywell in collecting such balance, including, without limitation, collection agency and attorney's fees, service of process fees, and court costs. (e) Honeywell shall be entitled to interest at maximum allowable legal rate, on all amounts remaining outstanding 10 days beyond the due date. Such interest shall be retroactive to the due date.

2. **CUSTOMER WARRANTY.** Home and Building Control replaces or repairs any product that fails within the product guarantee period (one year) because of defective workmanship or materials. The failure must not result from customer negligence, or from fire, lightning, water damage, etc. The customer warranty applies to both Honeywell-manufactured and outside-purchased (for resale) products. The warranty effective date is the date of customer acceptance, the date the job is finalized, or the date the customer begins to receive beneficial use of the product, whichever comes first.
3. **SOFTWARE LICENSE.** The end user of the software will be required to sign a license agreement with provisions such as limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this quotation.
4. **PATENTS.** The Company agrees that it will at its own expense defend any suit that may be instituted against the Purchaser for alleged infringement of United States patents relating to products of Company manufacture furnished the Purchaser hereunder, provided such alleged infringement shall consist only in the use of such product by itself and not as a part of any combination of other devices and/or parts, and provided the purchaser gives the Company immediate notice in writing of any such alleged infringement and of the institution of any such suit and permits the Company, through its counsel, to answer the charge of

STANDARD TERMS AND CONDITIONS OF SALE

infringement and to defend such suit, and provided the Purchaser gives all needed information, assistance and authority to enable the Company to do so, and thereupon in case of a final award of damages in any such suit the Company will pay such award, but shall not be responsible for any settlement made without its written consent.

5. **DELIVERY, ETC.** Delivery of equipment not agreed on the face hereof to be installed by or under supervision of the Company shall be F.O.B. at the Company factory, warehouse or office selected by the Company. Delivery of equipment agreed on the face hereof to be installed by or under supervision of the Company shall be C.I.F. at the site of installation. The Company shall not be liable for any delay in the production, delivery, supervision or installation of any of the equipment covered hereby if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of the Company. In event of any such delay, the date or dates for performance hereunder by the Company shall be extended for a period equal to the time lost by reason of the delay.

6. **DAMAGE OR LOSS.** In the case of equipment not to be installed by or under the supervision of the Company, the Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of the Company, the Company shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter pending installation or completion of installation or full performance by the Company, any such equipment is damaged or destroyed by any cause whatsoever, other than by fault of the Company, the Purchaser agrees promptly to pay or reimburse to the Company, in addition to or apart from any and all other sums due or to become due hereunder, an amount equal to the damage or loss so occasioned.

CLAIMS FOR SHORTAGES. Each shipment shall be examined by the purchaser immediately upon his receipt thereof, and any claim for shortage or any other cause must be reported to the Company promptly after such receipt.

TAXES. With regard to sales of equipment not installed by the Company, the amount of all present and future taxes and governmental charges upon the production, shipment, sale, installation or use of the equipment covered hereby shall be added to the price and paid by the Purchaser. With regard to contracts for the installation of equipment by the Company, the amount of any new or increased taxes or governmental charges upon labor on the production, shipment, sale, installation or use of the equipment covered hereby, which became effective after the date of the Company Proposal, shall be added to the total price and paid by the Purchaser.

BY OTHERS. Absent contrary provisions on the face hereof, the following work is performed and the following items are to be furnished and installed by others: wiring and electric wiring accessories, all in-line devices (including, but

STANDARD TERMS AND CONDITIONS OF SALE

not limited to, flow tubes, hand valves, orifice plates, orifice flanges, etc.), penetrations into pipes and vessels, flanges for mounting pressure and level transmitters, vacuum breakers, gauge glasses, water columns, panel foundations and riggings, steam items and work of like nature. Automatic valve bodies and dampers are to be furnished by the Company, but installed by others.

11. **TERMS OF SALE.** All Company proposals, all acceptances of Purchaser's orders, and all sales by the Company are expressly limited to, and expressly made conditional upon the Purchaser's acceptance and assent to the Standard Terms and Conditions of Sales as set forth herein, notwithstanding receipt of, or acknowledgment of, the Purchaser's order form or specifications containing additional or different provisions, or conflicting oral representations made by any agent or employee or the Company. No waiver, changes or modification of any terms or conditions on the face or reverse hereof shall be binding on the Company unless made in writing and signed by an officer or authorized manager of the Company.
12. United States law prohibits disposition of these commodities to North Korea, North Vietnam, South Vietnam, Cambodia, or Cuba, unless otherwise authorized by the United States.
13. **GENERAL PROVISIONS.** The term of all maintenance agreements will begin on the start date indicated for an initial term of ten (10) years, and continue from year to year thereafter until terminated (not to exceed an additional ten years).

Either party may terminate this agreement by giving written notice thirty (30) days prior to the end of the then-current term.

Honeywell's obligation under this agreement is to provide a quality installation or service as provided in this agreement.

The client will provide reasonable means of access to all equipment covered by this agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with the client's representative.

Owner represents that, except to the extent it has given Honeywell written notice of the following described materials prior to the execution of this agreement, to the best of its knowledge, there is no asbestos, asbestos-containing material, formaldehyde, or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation, or other structural components of the area of any building where work is required to be performed under this agreement. If any such materials are in fact encountered by Honeywell, or by others, whether disclosed or not, during the course of Honeywell's work, and such materials provide an unsafe condition, the discovery of such material shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have no obligation to, and shall not start or continue to perform its work under this agreement, until the area has been made safe by owner, or its designated representatives.

STANDARD TERMS AND CONDITIONS OF SALE

Owner shall indemnify and hold Honeywell harmless from and against any and all claims and the costs of such claims, including attorney's fees, for damages for bodily injury and/or property damage, as well as delay or work stoppage in any way connected with, caused by, or resulting from such unsafe conditions, whether or not owner pre-notifies Honeywell of the existence of above-described materials.

All installation and non-emergency services under this agreement will be performed during the normal working hours of Honeywell's normal working days.

The client will promptly notify Honeywell of any malfunction in the system(s) which comes to the client's attention.

The client agrees that, during the period of this agreement, the client or the client's employees and agents will not, without prior written permission by Honeywell, disclose any manuals, or data relative to this agreement to any organization or individual, and will treat all information provided as proprietary.

Should the system being installed under the terms and conditions of this agreement use Honeywell's Power Line Carrier Communications as its transmission system, it is understood that no other signaling device will be used for the transmission of data through the existing network of the client's building power wiring, since such use could interfere with the system's ability to transmit data.

The client may not assign its rights or delegate its obligations under this agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

Notwithstanding any other term of this agreement, Honeywell shall not be obligated to deliver any software to the client during the term of this agreement, including any extension or upgrade, unless and until the client executes Honeywell's standard software license applicable to the software to be delivered. Honeywell will not deliver software to other than the end user.

14. **LIMITATION OF LIABILITY.** It is agreed that, in providing the system or services included in this agreement, Honeywell is not an insurer, and does not guarantee that no damage or injury to persons or property will occur.

Home and Building Control replaces or repairs any product that fails within the guarantee period (one year) because of defective workmanship or materials. The failure must not result from customer negligence, or from fire, lightning, water damage, etc. The customer warranty applies to both Honeywell-manufactured and outside-purchased (for resale) products. The warranty effective date is the date of customer acceptance, the date the job is finalized, or the date the customer begins to receive beneficial use of the product, whichever comes first.

STANDARD TERMS AND CONDITIONS OF SALE

14. **LIMITATION OF LIABILITY** (cont.). THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE, AND THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY, WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE. Honeywell's responsibility for damage or injury to persons or property that may be caused by or arise through furnishing, installing, maintaining, servicing, monitoring or performing any obligation under the agreement will be limited only to losses proximately caused by Honeywell's negligence. IN NO EVENT WILL WE BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, OR REMOTE DAMAGES.
- Honeywell will not be liable for damages caused by delay in installation or interrupted service due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God such as lightning, or any other cause beyond Honeywell's reasonable control.
15. **RETROFIT SERVICES ACCEPTANCE.** Upon the demonstration of each Retrofit Services Component's proper operation by Honeywell, Town of Yucca Valley's Maintenance Superintendent will sign an acceptance document related to that component. By signing the acceptance document, Town of Yucca Valley is expressing satisfaction as to the components' installation and proper operation. Further, upon executing the acceptance document, the warranty period for that component will begin. Town of Yucca Valley hereby agrees to execute such Acceptance Document within ten (10) business days after proper installation of the component.
16. **INSURANCE.** Honeywell hereby agrees that it shall procure and maintain, during the term of this agreement, Commercial General Liability Insurance with coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Honeywell shall provide, during the term of this agreement, workers' compensation insurance for all of its employees engaged pursuant to this agreement, and in case any of the work is sublet, Honeywell shall require the subcontractor to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by Honeywell's insurance. In case any class of employees engaged in work under this agreement is not protected under California Worker's Compensation law, Honeywell shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees.
17. **TERMINIATION.** Town of Yucca Valley may terminate this agreement if at any time during the term hereof, the Town determines that Honeywell's performance under this agreement is not satisfactory to the Town, and either Honeywell's performance remains unsatisfactory to the Town thirty (30) days after the Town's delivery of written notice to Honeywell of such dissatisfaction and the reasons thereof or if the source of the Town's dissatisfaction is a deficiency in Honeywell's performance that is of such a nature that it cannot be remedied or cured within such thirty (30) days period, Honeywell has not commenced to (or is not diligently proceeding to) remedy or cure such deficiency to the Town's satisfaction. If the Honeywell Service Maintenance Contract covering the retrofit and maintenance equipment described is canceled, the energy and operational savings guarantee shall automatically be terminated.

STANDARD TERMS AND CONDITIONS OF SALE

18. **MODIFICATION.** This agreement may not be altered, amended, changed, waived, terminated, or otherwise modified in any respect or particular, and no consent or approval required pursuant to this agreement, shall be effective, unless the same shall be in writing and signed by both parties.
19. **ATTORNEYS' FEES.** In the event of litigation with regard to this agreement, the prevailing party in such litigation shall be awarded its attorneys' fees and costs incurred therein from the nonprevailing party. "Prevailing party" and "nonprevailing party" for the purposes of this agreement shall be determined by the court. For purposes of this agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.
20. **MAINTENANCE START-UP.** The maintenance contract(s) will commence the first day of the month following execution of the Final Acceptance and Delivery agreement. Any request for coverage commencement before this date must be specifically included in this contract or requested under separate writing by the Client at least 30 days in advance of the anticipated start date. In consideration of the energy guarantee portion of this agreement, no delay in the commencement of maintenance coverage following completion of the retrofit will be allowed. In the event of the maintenance services being requested prior to the completion of the retrofit services, the customer will be invoiced either on a time and material basis or on a prorated basis of the portion of the full scope of the maintenance services.

Retrofit Services

SCOPE OF WORK

HVAC FIX-UP

Museum:

Honeywell will furnish and install (1) programmable thermostat and (2) humidistats to control the package heating and air conditioning unit and two swamp coolers respectively. This retrofit will allow the package heating and air conditioning unit to be enabled 24 hours a day, 365 days a year while not allowing unauthorized personnel to make changes. The importance of 24 hour operation is to help maintain a constant temperature environment. The humidistats will enable the swamp coolers to automatically turn on and add humidity in the air during dry periods. The swamp cooler will not act in the same manner as a pure humidification system. The purpose of this retrofit is to help relieve the effects of dry weather in the absence of a pure humidification system.

Senior Center:

Honeywell will replace the economizer system to help reduce system runtimes and excessive wear and tear on the heating and cooling equipment for the Lennox package unit. We will upgrade the existing, non-working Honeywell A19BC-24 controller and M975A-1006 motor to:

- (1) H705 controller
- (1) C7400 enthalpy sensor
- (1) M7415A motor

SCOPE OF WORK ENERGY MANAGEMENT SYSTEM

Honeywell shall install an energy management system for the Library, Town Hall, Community Center, and Museum.

The computer front end shall be provided by the Town of Yucca Valley.

Engineering, electrical and complete installation of the following listed equipment is included. Training and start-up is also included.

Town Hall \ Library

- (1) W7632B Controller, Communication Module, Relay Module, Keyboard Display, Expansion Module
- (2) R7600 Module
- (1) Hot Deck Sensor
- (1) Cold Deck Sensor
- (7) Relays
- (1) Return Air Sensors
- (1) Discharge Air Sensor
- (3) Line Cable
- (3) Communication Cable

Community Center

- (1) Hot Deck Sensor
- (1) Cold Deck Sensor
- (8) Relays
- (1) Return Air Sensors
- (1) Discharge Air Sensor
- (1) Outside Air Sensor
- (1) Outside Shell
- (1) ZM76003 Software (installed in Town provided computer)

Museum

- (1) Hot Deck Sensor
- (1) Cold Deck Sensor
- (5) Relays
- (1) Return Air Sensors
- (1) Discharge Air Sensor

We have included:

- Complete Engineering
- Complete electrical work
- Turnkey installation of above listed equipment
- Final adjustments and operational checks
- Training

**RETROFIT SERVICES
ENERGY MANAGEMENT SYSTEM**

POINT ASSIGNMENT

Town Hall \ Library

<u>Description</u>	<u>AI</u>	<u>DI</u>	<u>DO</u>	<u>AO</u>
(2) 1st stage heating			X	
(2) 2nd stage heating			X	
(1) 1st stage cooling			X	
(1) 2nd stage cooling			X	
(1) AHU - Start/Stop			X	
(1) Discharge Air Sensor	X			
(1) Return Air Sensor	X			
(1) Cold Deck Sensor	X			
(1) Hot Deck Sensor	X			

Community Center

<u>Description</u>	<u>AI</u>	<u>DI</u>	<u>DO</u>	<u>AO</u>
(2) 1st stage heating			X	
(3) 2nd stage heating			X	
(1) 1st stage cooling			X	
(1) 2nd stage cooling			X	
(1) AHU - Start/Stop			X	
(1) Discharge Air Sensor	X			
(1) Return Air Sensor	X			
(1) Cold Deck Sensor	X			
(1) Hot Deck Sensor	X			
(1) Outside Air Sensor	X			

Museum

(1) 1st stage heating			X	
(1) 2nd stage heating			X	
(1) 1st stage cooling			X	
(1) 2nd stage cooling			X	
(1) AHU - Start/Stop			X	
(1) Discharge Air Sensor	X			
(1) Return Air Sensor	X			
(1) Cold Deck Sensor	X			
(1) Hot Deck Sensor	X			

RETROFIT SERVICES LIGHTING SUMMARY

Town Hall

- Retrofit (21) - 4-lamp 40 watt prismatic wrap fixture with (2) T8 lamps, electronic ballast and reflector.
- Retrofit (2) - 75 watt exterior wall mount incandescent with 15 watt quad PL.
- Retrofit (3) - 2 lamp 20 watt exit sign lamps with (1) 9 watt quad PL.
- Retrofit (8) - 75 watt porcelain fixture with square plastic hood and 15 watt quad PL.
- Retrofit (2) - 60 watt incandescent wall mount vanity with 15 watt quad PL.
- Retrofit (2) - 60 watt incandescent ceiling mount with round cover with 15 watt quad PL.
- Retrofit (10) - 100 watt incandescent ceiling mount with 15 watt quad PL with flood lens.
- Retrofit (2) - 2 lamp 40 watt prismatic wrap fixture with (2) T841 lamps and electronic ballasts.

Museum

- Retrofit (3) - 4-lamp 40 watt prismatic wrap fixture with (2) T8 lamps, electronic ballast and reflector.
- Retrofit (1) - 75 watt exterior wall mount incandescent with 15 watt quad PL.
- Retrofit (2) - 60 watt ceiling mount incandescent with round cover with 15 watt quad PL.
- Retrofit (9) - 2 lamp 40 watt prismatic wrap fixture with (2) T841 lamps and electronic ballasts.
- Retrofit (28) - 1-lamp 40 watt strip fixture with (2) T8 lamps and electronic ballast.
- Retrofit (2) - 2-lamp 40 watt strip fixture with (2) T8 lamps, electronic ballast.
- Retrofit (10) - 1-lamp 30 watt 3' strip fixture inside display cases with (1) T8 lamp and electronic ballast.
- Retrofit (7) - 1-lamp 20 watt 2' strip fixture inside display cabinet with (1) FO17 lamp and electronic ballast.
- Retrofit (27) - 4 lamp 2X4 40 watt prismatic fixtures, with two T-841 lamps and one electronic ballast and reflector..
- Retrofit (15) - 2 lamp 40 watt prismatic wrap fixture with (2) T841 lamps and electronic ballasts.
- Retrofit (4) - 2 lamp 20 watt exit sign lamps with (1) 9 watt quad PL.
- Do not replace (1) 1-lamp 14 watt strip fixture in display case.

Community Center

- Retrofit (4) - 4-lamp 40 watt prismatic wrap fixture with (2) T8 lamps, electronic ballast and reflector.
- Retrofit (3) - 100 watt porcelain socket incandescent with 13 watt quad PL.
- Retrofit (12) - 75 watt porcelain fixture with square plastic hood with 15 watt quad PL.
- Retrofit (6) - 75 watt incandescent fixtures with 13 watt quad PL.
- Retrofit (3) - 200 watt incandescent lamp with (2) lamp 2x2 bias fixture and dimming ballast.
- Retrofit (4) - 75 watt incandescent lamps with 22 watt quad PL.
- Retrofit (1) - 75 watt porcelain socket on track lighting incandescent with 15 watt quad PL with lens.
- Retrofit (1) - 75 watt exterior wall mount incandescent with 15 watt quad PL.
- Retrofit (14) - 2 VHO lamps in industrial hood fixture with (4) T8 lamp 2x2 surface mounted bias fixture and electronic ballast.

RETROFIT SERVICES

LIGHTING SUMMARY

Community Center

- Retrofit (27) - 1-lamp 40 watt strip fixture with (1) T8 lamp and electronic ballast.
- Retrofit (5) - 2-lamp 75 watt strip fixture with new bias fixture w/(3) F40BX lamps and dimming ballast.
- Retrofit (8) - 2-lamp 40 watt strip fixture with (2) T8 lamp and electronic ballast.
- Retrofit (15) - 4 lamp 2X4 40 watt prismatic fixtures, with two T-841 lamps and one electronic ballast and reflector..
- Retrofit (7) - 2-lamp 40 watt prismatic fixtures, with two T-841 lamps and one electronic ballast.
- Retrofit (4) - 1-lamp 30 watt prismatic fixture wrap with (1) F30 T835 lamp and electronic ballast.
- Retrofit (4) - 2-lamp 40 watt prismatic wrap fixtures with two T-841 lamps and one electronic ballast.
- Retrofit (2) - 2-lamp 40 watt prismatic wrap fixtures with two T-841 lamps and one electronic ballast.
- Retrofit (4) - 2-lamp 20 watt exit sign lamps with (1) 9 watt quad PL.
- Retrofit (5) 2-lamp 75 watt strip fixture with new Max Trax fixture.
- Retrofit (6) - 1-lamp 40 watt strip fixture with (2) T8 lamp and electronic ballast.

Senior Center

- Retrofit (5) - 2-lamp 20 watt exit sign lamps with (1) 9 watt quad PL.
- Retrofit (12) - 4-lamp 40 watt prismatic wrap fixture with (2) T8 lamps, electronic ballast and reflector.
- Retrofit (1) - 100 watt porcelain socket incandescent with 15 watt quad PL.
- Retrofit (2) - 60 watt decorative incandescent wall mount with 15 watt quad PL.
- Retrofit (8) - 60 watt recessed incandescent wall mount with 15 watt quad PL.
- Retrofit (6) - 150 watt flood lamp with 28 watt quad PL with lens.
- Retrofit (4) - 60 watt exterior ceiling mounted incandescent 15 watt quad PL.
- Retrofit (2) - 75 watt exterior wall mounted incandescent 15 watt quad PL.
- Retrofit (1) - 60 watt ceiling mount incandescent with round cover with 15 watt quad PL.
- Replace (12) - Metal Halide Lamps.
- Retrofit (14) - 1-lamp 40 watt strip fixture with (1) T8 lamp and electronic ballast.
- Retrofit (1) - 2-lamp 40 watt strip fixture with (2) T8 lamp and electronic ballast.
- Retrofit (4) - 1-lamp 34 watt prismatic strip fixture with (1) T841 lamp and electronic ballast.
- Retrofit (2) - 2-lamp 34 watt prismatic strip fixture with (2) T841 lamp and electronic ballast.
- Retrofit (11) - 2-lamp 34 watt prismatic 2x4 fixture with (2) T841 lamp and electronic ballast.
- Retrofit (4) - 2-lamp 40 watt U lamps in prismatic 2x4 fixture with (3) FO17 lamp, electronic ballast and sockets, punch out socket bar.
- Retrofit (1) - 2-lamp 40 watt prismatic wrap fixture with (2) T841 lamp and electronic ballast.
- Retrofit (9) - 2-lamp 40 watt prismatic wrap fixture with (2) T841 lamp and electronic ballast.

RETROFIT SERVICES LIGHTING SUMMARY

Yucca Room

— Furnish and install (28) new 4-lamp biax flourescent fixtures with dimming ballasts.

Town Hall / Library / Community Center / Museum

— Furnish and install (89) new emergency battery back-up packs in selected fixtures throughout.

We have included:

complete engineering, complete installation, final adjustments, disposal in accordance to State\local regulations, manufacturers warranty, workmanship guarantee.

NOTE: An inventory of lighting systems components will be left on site upon the completion of the retrofit. A restocking process for the warranty period will be established as a part of the acceptance process.

We have not included:

repairs of any pre-existing improper wiring

PROJECT MANAGEMENT

Honeywell will provide project management to coordinate and over see the complete installation of equipment and systems as described in the Retrofit Services part of this agreement (see pages 11 - 16 of 34). The project manager's charter will be to interface with the Town of Yucca Valley personnel and Honeywell personnel to coordinate installation, scheduling, and implementation to ensure a quality and timely installation process.

SUPPORT SERVICES

SUPPORT SERVICES FLEX MECHANICAL MAINTENANCE

A Flex Mechanical agreement is designed to provide the customer with an ongoing maintenance program in which Honeywell, on a regular basis, performs the routine maintenance essential to keep mechanical systems in proper operating condition. In addition, periodic efficiency testing and adjustments are performed to ensure energy-efficient operation of major mechanical systems.

This agreement includes all labor, travel and living expenses to perform the inspection, maintenance and efficiency analysis services described below. Normal maintenance materials, such as: lubricants (oil and grease), contact cleaner and cleanup materials are included in this agreement. The cost of labor and travel for repair work, emergency service, and other material such as refrigerants, temperature controls, or parts and materials required for equipment repairs, are not included in this agreement. Filter service is included in this agreement.

Each maintenance call will be schedule by a computer-prepared service report detailing tasks to be performed, skill levels required, and special tools and instrumentation needs.

After each service call is completed, details from the service report will be provided to the client to ensure closed loop performance.

Honeywell will provide the following services to maintain the systems described on the maintained equipment schedule:

INSPECTION SERVICES

On a quarterly basis, Honeywell will visually inspect all maintained mechanical equipment. Typical activities include:

- Inspection of fluid levels; refrigerant charges; mechanical parts, including mounts, couplings, equipment housings, belts, fan blades; and any failed, worn or leaking component.
- Equipment will be checked for proper operation of controls, dampers, valves, burners, and associated mechanical components.

MAINTENANCE SERVICES

Honeywell will provide the applicable maintenance services listed below to each piece of equipment under contract on an annual basis. These activities are intended to ensure proper equipment operation.

- Seasonal start-up and shutdown based on recommendations by the manufacturer and Honeywell's maintenance experience.
- Calibration of all associated temperature, safety and operating controls.

SUPPORT SERVICES FLEX MECHANICAL MAINTENANCE

MAINTENANCE SERVICES (cont.)

- Lubrication of all motors, bearings, linkages and valve stems.
- Adjustment of all belts, dampers, set points, water treatment systems, and filter feed systems (if any).
- Alignment of all belt drives, couplings and motors.
- Tightening of all nuts, bolts, clamps, fittings, electrical connections and vibration pads.
- Cleaning of all burner assemblies and nozzles, boiler flues and combustion chambers, electrical contacts, air intakes, fan blades, cooling tower basins, baffles and floats.
- Coil cleaning annually.

EFFICIENCY ANALYSIS SERVICES

Honeywell will, on a semi-annual basis, perform efficiency analysis tests and make adjustments to major mechanical equipment to ensure energy-efficient operation.

SUPPORT SERVICES

Honeywell will supply the following special services:

- Emergency service requests will be given a preferred-customer response and will be billed at a preferred maintenance labor rate.
- Equipment repairs approved by the customer will be billed on a time and material basis, with the labor costs reflecting the preferred rate.

PERFORMANCE REVIEW

A review of the services provided within this agreement will be performed by Honeywell service operations. Honeywell and the client will discuss work performed since the last review, answer any questions regarding this agreement, and determine if there are any other ways Honeywell can be of service.

ENERGY REVIEW

In addition, an energy review will be prepared and a written report submitted on a semi-annual basis. The report will review all energy usage and charges including electricity and natural gas.

Prior to each energy review, the client shall make available all current energy billings. Significant changes in operating schedules and addition or deletion of non-HVAC energy-using equipment (typewriters, computers, vending machines industrial equipment, etc.) will be communicated to Honeywell as required to prevent erroneous energy review results because of consumption changes unrelated to the HVAC systems.

SUPPORT SERVICES
LIST OF MAINTAINED EQUIPMENT - FLEX MECHANICAL

Location	Qty	Component	Rating	Manufacturer	Model
Town Hall/Library	2	Compressor	15 Ton	Copeland	4rk2500tsk
	1	AHU Fan, Motor, Coils	10HP		
	1	Cond. Unit			
	2	Unit Heater	200btu	Reznor	
Community Center	2	Compressor	30 Ton	Copeland	6rk3500tsk
	1	AHU Fan, Motor, Coils	15HP		
	2	Cond. Unit			
	3	Unit Heater	200btu	Reznor	
Museum	1	Compressor	15 Ton	Copeland	4rk2500tsk
	1	AHU Fan, Motor, Coils	5HP		
	1	Cond. Unit			
	1	Unit Heater	200btu	Reznor	
	1	Package Unit	4 Ton		
Temperature Control					
Town Hall/Library	6	Thermostats			
	6	Zone Motors			
	2	Solenoid Valves			
Community Center	8	Thermostats			
	8	Zone Motors			
	2	Solenoid Valves			
Museum	2	Thermostats			
	2	Zone Motors			
	2	Solenoid Valves			

AIR FILTER SERVICES

Honeywell will furnish and install air filters commensurate with the design conditions of your building. Media for listed units will be replaced according to the following schedule:

Location	Unit	Changes per year
Town Hall/Library	AHU Units	4
Community Center	AHU Units	4
Museum	AHU Units	4

ENERGY AND OPERATIONAL GUARANTEE

ENERGY AND OPERATIONAL SAVINGS GUARANTEE GENERAL CONDITIONS

Honeywell guarantees that the program described will recover a total of \$458,258 in energy and operational savings during the first ten (10) years of operation, beginning on the first day of the month following completion of the installation. Utility company rebates and savings achieved during construction are additional savings and will be credited to the Honeywell guarantee in Year One. Honeywell will escalate operational savings to reflect standard CPI increases at 5% per year, and energy rates at the actual rate determined the Utility Company. For the purposes of this document, a 5% escalation has been utilized. In no case, however, shall the amount of the guarantee exceed program costs.

The energy savings audit may be adjusted to account for any significant changes to equipment, and changes in agreed-upon operating practices (see time schedule in following pages) which affect energy consumption between the base operating schedule year and the guarantee period.

If, at the end of any year during the guarantee period, the program has failed to achieve the annual guaranteed energy and operational savings of Year 1 - \$36,802; Year 2 - \$38,463; Year 3 - \$40,159; Year 4 - \$41,898; Year 5 - \$44,660; Year 6 - \$47,472; Year 7 - \$49,318; Year 8 - \$51,217; Year 9 - \$53,146; Year 10 - \$55,123 upon written request given no earlier than the end of such year and no later than ninety (90) days thereafter, Honeywell will pay the City the difference between the annual amount guaranteed and the actual annual energy savings amount, adjusted as provided above.

Honeywell and the client also agree that if the actual annual savings amount exceeds the annual guarantee amount in any year, such excess savings amounts will be either:

- added to the energy and operational savings for any future year before calculating the energy and operational savings amount; or
- credited back up to any amounts previously paid by Honeywell for energy and operation savings shortfalls; or
- a reconciliation will be prompted in the event that the client cancels the Honeywell maintenance agreement during the term of this agreement.

The client also agrees:

- that the client will make no significant deviations from the initial computer operating program without notification to Honeywell;
- that no part of the systems controlled will be placed in a permanent "on" operating mode;
- that if the client manually operates any part of the systems controlled the guarantee will be adjusted for any significant changes;
- that the client and Honeywell should mutually agree to any other operating changes that will impact the projected savings detailed in the energy audit procedure.

Honeywell will use the run-time auditing approach to determine electrical and natural gas savings. Energy consumption will be avoided by changing from the existing equipment operating schedule (base year) to the new operating schedule as indicated in the following pages. Actual operating hours of the HVAC system will be tracked by the Honeywell

ENERGY AND OPERATIONAL SAVINGS GUARANTEE GENERAL CONDITIONS

Automation System. Any substantial deviations from the agreed upon (new) operating schedule will warrant an adjustment by Honeywell to guaranteed savings amount. Standard engineering calculations will be used to determine gas and electrical savings on an annual basis. Honeywell and the City agree the following calculations will be used to determine HVAC run time cost avoidance:

$(\text{Annual Hours Saved}) \times (\text{KW Per Ton}) \times (\text{Tons}) \times (\text{HVAC Load Factor}) \times (\text{Cost Per KWH}) = \text{Compressor Savings}$

$(\text{Annual Hours Saved}) \times (\text{KW Per HP}) \times (\text{HP}) \times (\text{Cost Per KWH}) = \text{Fan Motor Savings}$

$(\text{Heating Btu}) \times (\text{Annual Hours Saved}) / (\text{Btu/Therm Conversion}) \times (\text{HVAC Load Factor}) \times (\text{Cost Per Therm}) = \text{Natural Gas Heating Savings}$

Since the facility operating schedule information on the following pages was provided by Town of Yucca Valley, these schedules and associated energy calculations are considered valid and correct upon the execution of this agreement.

The energy savings guarantee may be adjusted or nullified by Honeywell: (1) if the client causes significant deviations from these operating requirements without prior written notice to, and agreement by, Honeywell; (2) if alterations, additions or repairs are made to any of the equipment that will make a significant impact on energy savings; (3) if Honeywell's ability to render services is impaired by circumstances beyond its control; or (4) if the client on a continual and persistent basis does not send to Honeywell all current energy bills as soon as possible, but not later than four weeks after client has received these bills; or (5) if the Honeywell Maintenance agreement is canceled during the term of this agreement.

Honeywell may, as part of this agreement, adjust and fine tune the building control system to ensure maximum energy and operating efficiency as mutually agreed to by client.

This guarantee represents the entire agreement between Honeywell and the client with regard to the energy and operational guarantee. This guarantee does not include any documents, materials, commitments, representations or comments that are not expressly incorporated by reference into this guarantee. The parties agree that this guarantee describes the full and complete agreement with respect to such guarantee and that there are no other agreements relating to or modifying this provision.

This guarantee is Honeywell's sole liability with respect to any claim for energy and operational savings. In no event shall Honeywell be liable for incidental, special, consequential or indirect damages arising from or relating to performance of delivery of any product or service pursuant to this agreement, any related service agreement, or this guarantee.

This guarantee, whether or not exercised by client, is Honeywell's sole liability with respect to any claim of energy savings.

HONEYWELL AUDIT PROCEDURE

HONEYWELL AUDIT PROCEDURE

ENERGY AUDIT SAVINGS CALCULATION				TOWN HALL / LIBRARY			
TO ACHIEVE THESE ENERGY SAVINGS, HONEYWELL AND THE CLIENT AGREE UPON THESE OPERATING PRACTICES FOR THE SYSTEMS CONTROLLED: (INFORMATION PROVIDED BY THE CLIENT)							
EXISTING OPERATION				PROPOSED OPERATION			
COOL HRS.	DAYS PER	TOTAL		COOL HRS.	DAYS PER	TOTAL	
DAY	YEAR	HRS.		DAY	YEAR	HRS.	
24	X 186	= 4464		13	X 186	= 2418	
24	X 31	= 744		17	X 31	= 527	
TOTAL PER YEAR		5208		TOTAL PER YEAR		2945	
HEAT HRS.	DAYS/YEAR			HEAT HRS.	DAYS/YEAR		
24	X 127	= 3048		13	X 126	= 1638	
24	X 21	= 504		17	X 21	= 357	
TOTAL PER YEAR		3552		TOTAL PER YEAR		1995	
1. EXISTING OPERATION							
COOLING							
TONS	OPERATING	KW/TON		\$ PER	OPERATING		
	HOURS	CONV.	LOAD	KWH	COST		
36	X 5208	X 0.8	X 0.4	X \$0.09	= \$5,562		
FANS							
HP	OPERATING	KW/TON		\$ PER	OPERATING		
	HOURS	CONV.	LOAD	KWH	COST		
10	X 5208	X 0.8	X 0.4	X 0.0927	= \$1,545		
HEATING							
BTU	OPERATING	BTU/THERM		COST PER	OPERATING		
	HOURS	CONV.	LOAD	THERM	COST		
400,000	X 3552	/ 100,000	X 0.4	X \$0.62	= \$3,524		
TOTAL COST					\$10,630		
2. PROPOSED OPERATION							
COOLING							
TONS	OPERATING	KW/TON		\$ PER	OPERATING		
	HOURS	CONV.	LOAD	KWH	COST		
36	X 2945	X 0.8	X 0.4	X \$0.09	= \$3,145		
FANS							
HP	OPERATING	KW/TON		\$ PER	OPERATING		
	HOURS	CONV.	LOAD	KWH	COST		
10	X 2945	X 0.8	X 0.4	X 0.0927	= \$874		
HEATING							
BTU	OPERATING	BTU/THERM		COST PER	OPERATING		
	HOURS	CONV.	LOAD	THERM	COST		
400,000	X 1995	/ 100,000	X 0.4	X \$0.62	= \$1,979		
TOTAL COST					\$5,998		
NET SAVINGS					\$4,633		
HARD-DATA COLLECTION METHOD							

HONEYWELL AUDIT PROCEDURE

ENERGY AUDIT SAVINGS CALCULATION				YUCCA COMMUNITY CENTER			
TO ACHIEVE THESE ENERGY SAVINGS, HONEYWELL AND THE CLIENT AGREE UPON THESE OPERATING PRACTICES FOR THE SYSTEMS CONTROLLED: (INFORMATION PROVIDED BY THE CLIENT)							
EXISTING OPERATION				PROPOSED OPERATION			
COOL HRS. DAY	DAYS PER YEAR	TOTAL HRS.		COOL HRS. DAY	DAYS PER YEAR	TOTAL HRS.	
24	X 186	= 4464		15	X 186	= 2790	
24	X 31	= 744		17	X 31	= 527	
TOTAL PER YEAR		5208		TOTAL PER YEAR		3317	
HEAT HRS. DAY	DAYS/YEAR			HEAT HRS. DAY	DAYS/YEAR		
24	X 127	= 3048		15	X 127	= 1905	
24	X 21	= 504		17	X 21	= 357	
TOTAL PER YEAR		3552		TOTAL PER YEAR		2262	
1. EXISTING OPERATION							
COOLING							
TONS	OPERATING HOURS	KW/TON CONV.	LOAD	\$ PER KWH	OPERATING COST		
68	X 5208	X 0.8	X 0.4	X \$0.09	= \$10,505		
FANS							
HP	OPERATING HOURS	KW/TON CONV.	LOAD	\$ PER KWH	OPERATING COST		
15	X 5208	X 0.8	X 0.4	X 0.0927	= \$2,317		
HEATING							
BTU	OPERATING HOURS	BTU/THERM CONV.	LOAD	COST PER THERM	OPERATING COST		
600,000	X 3552	/ 100,000	X 0.4	X \$0.62	= \$5,285		
TOTAL COST					\$18,108		
2. PROPOSED OPERATION							
COOLING							
TONS	OPERATING HOURS	KW/TON CONV.	LOAD	\$ PER KWH	OPERATING COST		
68	X 3317	X 0.8	X 0.4	X \$0.09	= \$6,691		
FANS							
HP	OPERATING HOURS	KW/TON CONV.	LOAD	\$ PER KWH	OPERATING COST		
15	X 3317	X 0.8	X 0.4	X 0.0927	= \$1,476		
HEATING							
BTU	OPERATING HOURS	BTU/THERM CONV.	LOAD	COST PER THERM	OPERATING COST		
600,000	X 2262	/ 100,000	X 0.4	X \$0.62	= \$3,366		
TOTAL COST					\$11,533		
NET SAVINGS					\$6,575		
HARD-DATA COLLECTION METHOD							

HONEYWELL AUDIT PROCEDURE

TOWN OF YUCCA VALLEY LIGHTING SAVINGS					
FORMULA: WATTS SVD * RUN HRS / WK * WKS / YR * COST KWH = \$ SAVED					
BLDG.	WATTS SAVED	RUN HRS PER WK	WEEKS YEAR	COST KWH	DOLLARS SAVED
TOWN HALL	4849	55	50	0.0927	\$1,236
SENIOR CTER.	5154	74	50	0.0927	\$1,768
LIBRARY	19450	74	50	0.0927	\$6,671
COMMUNITY CENTER	8753	75	50	0.0927	\$3,043
MUSEUM	6522	60	50	0.0927	\$1,814
TOTALS	44728				\$14,532

ENERGY AND OPERATIONAL SAVINGS

A. UTILITY SAVINGS

1. Electric	\$22,275
2. Gas	\$3,452

B. OPERATIONAL SAVINGS

Honeywell, as part of this agreement, will allow the City to avoid future operating costs. It has been identified that without the Honeywell program, the City would incur certain mandatory expenses. These expenses, budgeted or not, are related to heating, ventilating, air conditioning and lighting. An analysis of existing budgets has been made by Honeywell and the City to arrive at cost avoidance of future budget items through the implementation of the Honeywell Program.

The following represents maintenance dollars avoided annually due to the installation of all new lamps and ballasts throughout the City.

<u>Budget line item</u>	<u>Savings</u>
01-4561-4275	\$2,000
01-4561-4255	

The following represents the dollar value of the extensive lighting retrofit in the Yucca Room as well as adding emergency ballast/lighting throughout the Town facilities amortized over the program term.

Retrofit Value \$20,000 / 10 years =	<u>Cost Avoided</u> \$2,000
--------------------------------------	--------------------------------

The following represents mechanical maintenance dollars avoided annually on heating - air conditioning equipment based on past years purchase.

<u>Budget line item</u>	<u>Savings</u>
01-4561-4275	\$8,500
01-4561-4255	

UTILITY & OPERATIONAL
(ANNUAL SAVINGS SUMMARY)

I.	UTILITY SAVINGS	\$25,727.00
II.	OPERATIONAL SAVINGS	\$12,500.00

Total First Year Utility & Operation Savings..... \$38,227

FINANCIAL COMPONENTS

**HONEYWELL MUNICIPAL SERVICES
FINANCIAL COMPONENTS**

Budget Impact

<u>Year</u>	<u>Program Savings</u>	<u>*Total (1) Program Costs</u>	<u>**Positive Cash Flow</u>
1	\$38,227	\$36,802	\$1,425
2	\$40,138	\$38,463	\$1,675
3	\$42,145	\$40,159	\$1,986
4	\$44,253	\$41,898	\$2,355
5	\$46,465	\$44,660	\$1,805
6	\$48,788	\$47,472	\$1,316
7	\$51,228	\$49,318	\$1,910
8	\$53,789	\$51,217	\$2,572
9	\$56,479	\$53,146	\$3,333
10	\$59,303	\$55,123	\$4,180
TOTALS	\$480,815	\$458,258	\$22,557

Please reference page 22 of 34 of this contract for the terms, conditions and amount of the Honeywell Energy and Operational Savings Guarantee.

- (1) Total program costs include annual lease purchase payment for installation, equipment, Project Manager, on-going Maintenance Services, and energy audits on the Honeywell retrofit services and the Honeywell support services.

Retrofit Program Value: \$204,043

* Guaranteed Amount

** Since the Town of Yucca Valley can spend any "positive cash flow" received wherever necessary, Honeywell will not guarantee the Town of Yucca Valley any positive cash flow at the end of any given year.

**HONEYWELL MUNICIPAL SERVICES
SCE REBATE**

The energy rebate program is provided and controlled by Southern California Edison. Honeywell will not guarantee any payments promised by the Utility Company to the Town of Yucca Valley for the retrofits performed.

DEFINITIONS

The following definitions are applicable to the entire Agreement, including all Supplements:

1. Base Year is defined as January 93 to December 93.
2. Cost Savings is defined as reduction of operational and utility costs as a result of energy conservation and retrofit equipment and services provided by Honeywell pursuant to this Agreement.
3. Final Project Acceptance is defined as the date on which all equipment provided under this Agreement has been installed by Honeywell and accepted by Customer.
4. Guarantee Effective Date is defined as the date on which final project acceptance occurs. The guarantee effective date is the date on which the first guarantee year commences.
5. First Guarantee Year is defined as beginning on the guarantee effective date and ending twelve (12) months later.
6. Guarantee Period is defined as the period beginning on the guarantee effective date and ending ten (10) years later.
7. Guaranteed Savings is defined as the amount of energy and operational savings Honeywell guarantees Customer will realize in each guarantee year. The guaranteed savings will commence on the guarantee effective date.
8. Guarantee Year other than the first guarantee year, is defined as any twelve (12) month period commencing at the conclusion of the first guarantee year of the anniversary dates of the conclusion of the first guarantee year for which guaranteed savings are calculated pursuant to this Agreement.
9. Total Annual Savings is defined as the amount of operational and energy savings achieved as calculated herein.
10. Savings is defined as the avoidance of cost that would otherwise be incurred if this program was not implemented.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jim Schooler, Community Services Director
Date: August 11, 2011
For Council Meeting: August 16, 2011

Subject: Operational Agreement – Morongo Basin Unity Home

Prior Council Review: None

Recommendation: Approve the operational agreement between the Town of Yucca Valley and Morongo Basin Unity Home, Inc.

Summary: The Town of Yucca Valley has a history of a supportive relationship with Morongo Basin Unity Home, a local shelter for battered women and other survivors of family violence. The agency's relationship with CalEMA (California Emergency Management Agency) requires that Operational Agreements with cooperating entities be in place in order to qualify for grant 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 Item)

Discussion: The Morongo Basin Unity Home is a local organization that provides shelter, counseling, and advocacy to victims of domestic violence. Since the early years of incorporation, the Town has provided support to Unity Home in the form of transitional housing, Community Development Block Grant funding and partnership funding.

Unity Home officials have indicated that, in order to continue receiving CalEMA grant funding, an Operational Agreement with the Town is required verifying the cooperation between agencies. Staff recommends approval of the agreement.

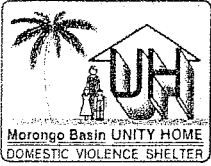
Alternatives: None recommended by staff

Fiscal impact: None

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

Attachments: Morongo Basin Unity Home packet



Morongo Basin Unity Home, Inc
61607 29 Palms Hwy, Suite F
Joshua Tree, Ca. 92252
760-366-1247

August 3, 2011

Town of Yucca Valley
57090 29 Palms Hwy
Yucca Valley, Ca. 92284
Attn: Town Manager

RE: Operational Agreement

Dear Sir,

Morongo Basin Unity Home is again renewing its operating grant. In addition, we were asked to obtain an Operational Agreement from the Town of Yucca Valley from CaleMA. We are required to provide Operational Agreements indicating that we work in cooperation with other agencies providing services or referrals.

Enclosed is an Operational Agreement between Morongo Basin Unity Home and the Town of Yucca Valley.

We have provided a return envelope, as well. Grant requirements state that we must have a signed original Operational Agreements available in our office. Please sign the Operational Agreement or have it signed by the appropriate person at your agency and mail one signed copy back to Unity Home. Please keep the other copy for your records or for any grant writing needs.

We are looking forward to continuing this important service to the Morongo Basin communities and to working with you in meeting the needs of abused victims and children.

Thank you for your continued support,


M.J. Thornton
Executive Director

ENCL:



**OPERATIONAL AGREEMENT
BETWEEN
MORONGO BASIN UNITY HOME AND TOWN OF YUCCA VALLEY**

This Operational agreement stands as evidence that the Town of Yucca Valley and Morongo Basin Unity Home, Inc. intend to work together From July 1, 2011 to June 30, 2013, toward the mutual goal of providing maximum available assistance to survivors of family violence residing in the Morongo Basin and surrounding areas. Both agencies believe that implementation of the proposal as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating / providing the following services:

Specifically: Town of Yucca Valley will:

Refer victims of domestic Violence to the Morongo Basin Unity Home for shelter, counseling, and advocacy services as appropriate.

Morongo Basin Unity Home, Inc will:

Provide a 24-hour crisis line and referral service for victims and Town of Yucca Valley.

Provide brochures of services provided by Morongo Basin Unity Home.

Train Town of Yucca Valley personnel on recognizing signs of domestic violence and how to report occurrences to Morongo Basin Unity Home

We, the undersigned as authorized representatives of the Town of Yucca Valley and Morongo Basin Unity Home, Inc. do hereby approve this agreement.

Name: _____
For: Town of Yucca Valley

Name: *P. H. O. Ryan*
For: Morongo Basin Unity Home, Inc

Date: _____

Date: _____



Morongo Basin Unity Home, Inc
DOMESTIC VIOLENCE INTERVENTION AND SHELTER SERVICES and
Activities

On-Call Domestic Abuse Advocate – Contractor shall provide an on-call domestic abuse advocate who shall respond within 30 minutes. The advocate shall be available for domestic violence assessments; crisis counseling; and services available to them. The advocate shall hold domestic violence workshops for TAD offices as needed.

Welfare – to- Work – Contractor shall encourage and prepare CalWORKs applicant and recipients to participate in Welfare-to-Work activities when they are stable enough to do so. Contractor will work closely with local TAD offices to convey progress while protecting both safety and emotional readiness. Services shall include assessment, case management, connection with all community resources; legal assistance housing assistance, job support, independent living skills, safety planning and immigration advocacy, case management includes goal setting, safety planning, accountability for timeliness and action planning. Cases management files shall include intake form, progress notes, obstacles and solutions, communication and county referrals to and from TAD, monthly reporting, county complaint and grievance forms, a termination summary and other required County forms.

Self-Sufficiency Services – Contractor shall provide self-sufficiency services to clients and shall include the following: Legal advocacy, which consists of assistance with document preparation of Domestic Violence Restraining transitional program, which consists of assisting a client transition into and out of shelter; into and out of transitional entering school; safety; parenting and household support after shelter in the clients' home. Contractor shall provide referrals and services that can assist a client in staying violence free. This program shall assist with the whole family's self-esteem and confidence along with reemphasizing skills learned both through Contractor and Job Club.

Shelter – Contractor shall operate a shelter facility 24 hours a day, 7 days a week. Shelter staff shall be well trained in the provision of CalWORKs services. Contractor shall provide a safe and clean facility, providing beds, food, kitchen, and bathroom facilities to women and their children on a 24-hour, 7 day a week basis. Shelter services shall include, but are not limited to: safety planning, legal issue resolution, counseling (both peer and professional), job readiness (resume and job application assistance), budgeting, goal setting, substance abuse and codependency, cooking and nutrition, pre-natal nutrition and care, stress management, immigration assistance, emotional support and all services shall be provided without fees. Contractor shall provide shelter clients with a licensed therapist for counseling one day a week. Clients needing additional counseling and Outreach clients are referred to mental health professionals within the communities in which they reside.

Counseling – Contractor shall offer professional, peer, group, and individual face-to-face counseling. Shelter residents shall participate in counseling sessions consisting of a variety of self-help discussion groups and facilitated educational groups, such as, understanding and preventing the dynamics of abusive relationships, child development, parenting skills, anger management for domestic violence victims, support groups, budgeting and money management, health and nutrition, and women’s and children’s health issues. Contractor shall provide shelter clients with a licensed therapist for counseling one day a week. Clients needing additional counseling and outreach clients are referred to mental health professionals within the communities in which they reside.

Peer Group – Contractor shall provide peer counseling by a trained counselor who has completed the 40-hour State mandated domestic violence training. Peer groups will be provided for clients five days a week in the shelter and at the Outreach Center. Peer group will have a developed curriculum. Childcare shall be provided during group sessions.

Children’s Counseling – Contractor shall provide children’s counseling for children in shelter four hours a week, along with Unity Homes Children’s Program, which was developed specifically for child victims of domestic violence. Children in the Unity Home’s Outreach services shall be referred to mental health professionals in the communities where they reside.

Parenting Training – Contractor shall provide shelter clients with parenting training classes both in shelter and at the Outreach Center.

Child Care – Contractor shall provide on-site childcare. The childcare advocate shall provide a safe environment for children while their mothers are in group or individual counseling, or when she is working with her case manager.

Outreach Center – Contractor shall operate an Outreach Center, which provides psychological support to clients and their children by offering a physical and an emotionally safe environment. Counseling and group sessions shall be offered at the Outreach Center. Contractor shall offer Supervised Visitation at the Outreach Center. The Outreach Center shall be open Monday through Friday from 8am-5pm. Staff shall be available for both English and Spanish speaking clients.

Hotline – Contractor shall have a 24-hour, 7 day a week hotline for crisis calls, which will be manned by trained counselors. Contractor shall also offer community referrals as well as CalWORKs referrals as needed by the callers.

Emergency Services – Contractor shall provide emergency shelter services, food, clothing, and transportation to battered women and their children.

Transportation for Children – Contractor shall provide transportation for school aged children to continue their education during their stay in the shelter.

Transitional Housing – Contractor shall provide transitional housing to CalWORKs clients based on availability and client qualification for the program.

Operational Agreements (OA) Summary Form

List of Agencies/Organizations/Individuals	Date OA Signed (xx/xx/xxxx)	Dates of OA	
		From:	To:
1. A Better Way / Victor Valley Domestic Violence	10/30/2009	05/01/2010	to 04/30/2015
2. Boys and Girls Club of the Hi-Desert	03/26/2010	05/01/2010	to 04/30/2015
3. Kingman Aid to Abused People	10/28/2009	05/01/2010	to 04/30/2015
4. Children Family Services / CFS	05/05/2011	06/01/2011	to 05/31/2014
5. Colorado River Medical Center	12/29/2009	05/01/2010	to 04/30/2015
6. Copper Mountain College	12/14/2009	05/01/2010	to 04/30/2015
7. Department of Aging and Adult Services	10/29/2009	05/01/2010	to 04/30/2015
8. Transitional Assistance Department	05/04/2011	06/01/2011	to 05/31/2014
9. Desert Sanctuary (Haley House)	10/29/2009	05/01/2009	to 04/30/2015
10. DOVES of Big Bear Valley, Inc.	03/26/2010	05/01/2010	to 04/30/2015
11. Hi-Desert Behavioral Health	10/30/2009	05/01/2010	to 04/30/2015
12. Hi-Desert Domestic Violence	03/29/2010	05/01/2010	to 04/30/2015
13. Hi-Desert Medical Center	05/01/2011	05/01/2011	to 04/30/2013
14. House of Ruth	11/04/2009	05/01/2010	to 04/30/2015
15. MCAGCC Military Police	05/05/2011	06/01/2011	to 05/31/2014
16. MCAGCC Naval Hospital	05/05/2011	06/01/2011	to 05/31/2014
17. Joshua Tree Superior Court	05/03/2011	06/01/2011	to 05/31/2014
18. Morongo Basin Mental Health	11/07/2009	05/01/2010	to 04/30/2015
19. Morongo Basin Unified School District	11/12/2009	05/01/2010	to 04/30/2015
20. Option House	12/10/2009	05/01/2010	to 04/30/2015

Use additional pages if necessary.

Operational Agreements (OA) Summary Form

List of Agencies/Organizations/Individuals	Date OA Signed (xx/xx/xxxx)	Dates of OA	
		From:	To:
1. Panorama Ranch	05/04/2011	06/01/2011	to 05/31/2014
2. Morongo Basin Sexual Assault	03/31/2010	05/01/2010	to 04/30/2015
3. San Bernardino County District Attorney	03/26/2010	05/01/2010	to 04/30/2015
4. San Bernardino County Probation / Morongo Basin	04/07/2010	05/01/2010	to 04/30/2015
5. San Bernardino Victims Witness Program	04/01/2010	05/01/2010	to 04/30/2015
6. San Bernardino County Sheriff Dept. / Morongo Basin	05/03/2011	06/01/2011	to 05/31/2014
7. Town of Yucca Valley	05/02/2011	06/01/2011	to 05/31/2015
8. The Way Station	05/05/2011	06/01/2011	to 05/31/2014
9. Monument High School	10/30/2009	05/01/2010	to 04/30/2015
10. Shelter from the Storm	11/02/2009	05/01/2010	to 04/30/2015
11. Pacific Clinics	11/04/2009	05/01/2010	to 04/30/2015
12. Adult Literacy	03/26/2010	05/01/2010	to 04/30/2015
13. Hospice of Morongo Basin	03/25/2010	05/01/2010	to 04/30/2015
14. Valley Oasis	11/06/2009	05/01/2010	to 04/30/2015
15.			to
16.			to
17.			to
18.			to
19.			to
20.			to

Use additional pages if necessary.

2010 SHELTER DEMOGRAPHICS

A. GENDER

Gender	
Women	96
Boys	38
Girls	50

B. AGE

Age	
0-17	89
18-24	14
25-59	78
60+	3

C. RACE

Race	
Caucasian	97
African American	18
American Indian	4
Asian	6
Hispanic	57
Other	2

D. GEOGRAPHICAL AREA

Geographical Area	
92284 - YV	29
92285 - Landers	1
92277 - 29 Palms	17
92252 - JT	12
92256 - Morongo Valley	4
92201 - Indio	1
92262 - Palm Springs	4
92234 - Cathedral City	2
92240 - DHS	3
92223 - Beaumont	1
92399 - Yucaipa	1
92376 - Rialto	1
91758 - Ontario	1
92019 - El Cajon	1
92049 - Oceanside	2
92064 - Poway	1
92501 - Riverside	3
92401 - San Bernardino	1
92543 - Hemet	1
92331 - Fontana	1
90620 - Buena Park	1
92225 - Blythe	1
92307 - Apple Valley	1
92877 - Corona	1
Arizona	1
Connecticut	1
Homeless	3

2010 SHELTER DEMOGRAPHICS

E. INCOME SOURCE

Income	
Employment	7
None	33
SSI	24
CalWork's	29
Child Support	2
Disability	1

F. TYPE OF ABUSE

Abuse Type	
Verbal/Emotional	96
Physical	76
Sexual	23

G. SPECIAL NEEDS

Needs Type	
Mental Health	27
Physical	4

H. MEDICAL INSURANCE

Insurance	
Yes	46
No	50

I. DRUG & ALCOHOL CLIENT/BATTERER

Drugs or Alcohol	Yes	No	Unknown
Client	37	59	2
Batterer	61	29	6

J. SEXUAL ASSAULT

Age Period of Sexual Assault	
Sexual Assault as child	14
Sexual Assault as adult (14+)	13
Age Unknown	2

K. WEAPON USED

Type of Weapon	
Verbal/Emotional	96
Bodily Force	87
Cutting Instrument	
Blunt Object	
Gun	

2010 SHELTER DEMOGRAPHICS

L. ENTRY/EXIT DATE

	Enter	Exit	Total Days
	01/06/10	03/12/10	65
	01/09/10	01/22/10	13
	01/13/10	01/15/10	2
	01/15/10	03/01/10	55
	01/17/10	02/05/10	19
	01/20/10	02/05/10	16
	01/24/10	03/24/10	59
	01/26/10	02/04/10	9
	02/08/10	04/09/10	60
	02/11/10	02/12/10	1
	03/08/10	03/13/10	5
	03/12/10	03/17/10	5
	03/12/10	05/07/10	56
	03/16/10	03/19/10	3
	03/24/10	03/29/10	5
	03/25/10	05/05/10	41
	03/26/10	05/19/10	54
	03/28/10	04/07/10	10
	04/06/10	06/09/10	33
	04/06/10	05/08/10	32
	04/10/10	04/11/10	1
	04/13/10	04/20/10	7
	04/14/10	04/28/10	14
	04/16/10	04/24/10	8
	04/19/10	04/20/10	1
	04/25/10	05/26/10	31
	04/29/10	07/02/10	64
	05/01/10	05/02/10	1
	05/10/10	05/25/10	15
	05/17/10	05/26/10	9
	05/17/10	05/30/10	13
	05/19/10	05/20/10	1
	06/04/10	06/16/10	12
	06/04/10	06/17/10	13
	06/02/10	07/04/10	32
	06/11/10	06/18/10	7
	06/13/10	06/18/10	5
	06/14/10	07/02/10	18
	06/17/10	06/18/10	1
	06/18/10	07/04/10	16
	06/18/10	08/13/10	56
	06/22/10	06/26/10	4
	06/23/10	07/02/10	9
	06/27/10	06/30/10	3
	06/29/10	07/01/10	2
	07/07/10	07/09/10	2
	07/08/10	07/11/10	3

2010 SHELTER DEMOGRAPHICS

	07/11/10	07/21/10	10
	07/13/10	07/14/10	1
	07/13/10	08/21/10	38
	07/18/10	09/20/10	64
	07/19/10	08/09/10	21
	07/20/10	07/22/10	2
	07/27/10	08/09/10	13
	08/06/10	08/07/10	1
	08/09/10	10/01/10	43
	08/12/10	08/20/10	8
	08/16/10	09/04/10	19
	08/17/10	08/20/10	3
	08/20/10	08/24/10	4
	08/23/10	09/14/10	21
	08/28/10	09/30/10	33
	08/30/10	09/07/10	8
	09/01/10	09/02/10	1
	09/03/10	11/03/10	62
	09/10/10	11/08/10	59
	09/15/10	09/28/10	13
	09/16/10	11/02/10	16
	09/20/10	10/06/10	16
	09/22/10	11/22/10	61
	10/02/10	10/05/10	3
	10/04/10	10/28/10	24
	10/06/10	10/14/10	8
	10/08/10	10/14/10	6
	10/11/10	10/22/10	11
	10/15/10	12/16/10	62
	10/19/10	10/22/10	3
	10/19/10	10/31/10	12
	10/21/10	10/26/10	5
	10/21/10	12/27/10	67
	11/04/10	11/13/10	9
	11/10/10	11/24/10	14
	11/12/10	11/12/10	1
	11/16/10	12/21/10	35
	11/17/10	01/20/11	64
	11/17/10	11/24/10	7
	11/18/10	12/07/10	19
	11/20/10	11/24/10	4
	11/24/10	12/01/10	7
	12/02/10	12/09/10	7
	12/08/10	12/08/10	1
	12/14/10	01/05/11	22
	12/17/10	12/21/10	4
	12/17/10	12/18/10	1
	12/25/10	01/05/11	11
	12/30/10	02/02/11	34
Total Nights Women Sheltered			1,849

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Administrative Services Director
Date: August 8, 2011
For Council Meeting: August 16, 2011

Subject: Warrant Register August 16, 2011

Recommendation:

Ratify Payroll Registers total of \$ 159,886.61 for checks dated July 22, 2011.
Ratify the Warrant Register total of \$ 300,724.56 for checks dated July 22, 2011 through August 3, 2011.

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. 4 dated July 22, 2011 total of \$ 159,886.61
- Warrant Register No. 5 dated July 22 and 27, 2011 total of \$ 89,374.55
- Warrant Register No. 7 dated July 29, 2011 total of \$ 91,868.34
- Warrant Register No. 9 dated July 28 and August 3, 2011 total of \$ 119,481.67

Reviewed By:


Town Manager


Admin. Services


Town Attorney

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

TOWN OF YUCCA VALLEY

PAYROLL REGISTER # 04
CHECK DATE - July 22, 2011

Fund Distribution Breakdown

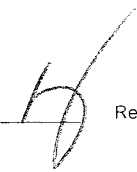
Fund Distribution

General Fund	\$141,666.79
Gas Tax Fund	9,543.66
Redevelopment Agency	<u>8,676.16</u>

Grand Total Payroll

\$159,886.61

Prepared by P/R & Financial Specialist:

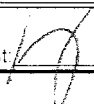



Reviewed by H/R & Risk Mgr.:



Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown

Pay Period 04 - Paid 7/22/11
 (July 02, 2011 - July 15, 2011)
 Checks: 4064-4080

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$8,405.63		\$8,405.63
Direct Deposit	79,899.59	-	79,899.59
Sub-total	88,305.22		88,305.22
<u>Employee Tax Withholding</u>			
Federal	13,325.02		13,325.02
Medicare	1,765.70	1,765.72	3,531.42
SDI - EE	-	-	-
State	4,769.25		4,769.25
Sub-total	19,859.97	1,765.72	21,625.69
<u>Employee Benefit & Other Withholding</u>			
Labor Account Credits		-	-
Deferred Compensation	4,043.65	2,423.73	6,467.38
PERS Survivor Benefit	46.00		46.00
Health Café Plan	1,902.25	12,697.66	14,599.91
American Fidelity Pre-Tax	298.40		298.40
American Fidelity After-Tax	12.15		12.15
American Fidelity-FSA	421.52		421.52
PERS EE - Contribution 8%	7,013.10		7,013.10
PERS Retirement - Employee	59.97	-	59.97
PERS Retirement - Employer	-	15,494.56	15,494.56
Wage Garnishment - Employee	10.00		10.00
Life & Disability Insurance		893.82	893.82
Unemployment Insurance		1,159.75	1,159.75
Workers' Compensation		3,479.14	3,479.14
Sub-total	13,807.04	36,148.66	49,955.70
Gross Payroll	\$121,972.23	\$37,914.38	\$159,886.61
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

WARRANT REGISTER # 5
CHECK DATE - JULY 22 and 27, 2011



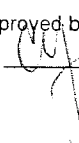
FUND DISTRIBUTION BREAKDOWN

Checks # 34860 to # 34895 are valid

GENERAL FUND # 001	\$69,985.02
INTERNAL SERVICE FUND # 100	\$416.14
DEPOSITS FUND # 200	\$6,715.79
GAS TAX FUND # 515	\$713.24
MEASURE I MAJOR ARTERIAL FUND # 522	\$138.00
MEASURE I 2010-2040 FUND # 524	\$3,557.28
CAPITAL PROJECTS RESERVE FUND # 800	\$7,849.08

GRAND TOTAL

\$89,374.55

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

Town of Yucca Valley
Warrant Register
July 22 and 27, 2011

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	34860	Chrisitne Kim	Vacation Pay Out	\$335.11
	34861	Avalon Urgent Care	Volunteer's Medical Svs.	15.00
	34863	Charles Abbott & Assoc, Inc.	Permit Fee Service	21,961.31
	34864	Companion Animal Clinic	Veterinary Services	150.00
	34865	Cowboy Corral	Animal Shelter Supplies	18.48
	34866	Cyber Photographics	Recreation Expense	142.23
	34866	Cyber Photographics	Recreation Expense	143.58
	34866	Cyber Photographics	Recreation Expense	151.12
	34867	Data Ticket	Citation Processing	5.00
	34867	Data Ticket	Citation Processing	200.00
	34868	Frasher's Photography	Recreation Expense	132.00
	34870	Hajoca Corporation	YVHS Pool Maintenance	217.48
	34871	Terry Hartl	Recreation Training Reimbursement	225.00
	34872	Rhesa Hendry	Recreation Program Refund	158.00
	34873	Hi-Desert Water	Water Service	9,975.34
	34874	Hi-Desert Publishing	Museum Advertising	125.00
	34874	Hi-Desert Publishing	Museum Advertising	125.00
	34874	Hi-Desert Publishing	Museum Advertising	125.00
	34874	Hi-Desert Publishing	Museum Advertising	183.98
	34875	Hogle-Ireland Inc.	Development Code Update	540.00
	34876	Julie Hoover	Recreation Program Refund	36.00
	34877	JLT Transportation	Parks Maintenance	400.00
	34878	Knorr Systems, Inc.	YVHS Pool Chemicals	45.35
	34878	Knorr Systems, Inc.	YVHS Pool Chemicals	4,111.40
	34881	Morongo Unified School District	06/11 Vehicle Fuel	3,468.88
	34882	Morongo Unified School District	Facilities Rental	96.02
	34884	Carl Otteson	Backflow Testing	60.00
	34885	Public Agency Retirement Services	05/11 Trust Administration Svs.	300.00
	34886	SBCO - Information Services	06/11 Radio Access	2,037.00
	34887	SBCO Animal Care & Control	License Pass Thru 4th Qtr FY 10/11	4,813.95
	34888	SCE	Electric Service	14,056.03
	34889	Smith Pipe & Supply, Inc.	Parks Maintenance	-126.93
	34889	Smith Pipe & Supply, Inc.	Parks Maintenance	675.62
	34890	So. Cal. Gas Co.	Vehicle Fuel	13.00
	34891	Southwest Networks, Inc.	Technology Support	2,700.00
	34892	State Board of Equalization	Museum Shop Sales Tax	936.00
	34893	Stater Bros	Recreation Program Expense	10.02
	34893	Stater Bros	Recreation Program Expense	39.60
	34894	Tease Shirts	Recreation Program Expense	181.02
	34894	Tease Shirts	Recreation Program Expense	206.88
	34894	Tease Shirts	Recreation Program Expense	614.18
	EFT	The Home Depot	Facility Maintenance	382.37
Total 001	GENERAL FUND			\$69,985.02
	100 INTERNAL SERVICE FUND			
	34879	Mail Finance	Postage Meter Lease	\$416.14
Total 100	INTERNAL SERVICE FUND			\$416.14

Town of Yucca Valley
Warrant Register
July 22 and 27, 2011

Fund	Check #	Vendor	Description	Amount
200 DEPOSITS FUND				
	34862	Ballinger Development, LLC	Deposit Account Refund	\$3,513.40
	34869	Byron Gusa	Deposit Account Refund	2,402.11
	34880	Eric Mueller	Deposit Account Refund	800.28
Total 200 DEPOSITS FUND				\$6,715.79
515 GAS TAX FUND				
	34873	Hi-Desert Water	Water Service	\$299.76
	34888	SCE	Electric Service	413.48
Total 515 GAS TAX FUND				\$713.24
522 MEASURE I MAJOR ARTERIAL FUND				
	34895	Albert A. Webb Assoc.	SR62 & SR247 Median Imprv.Project	\$138.00
Total 522 MEASURE I MAJOR ARTERIAL FUND				\$138.00
524 MEASURE I - 2010-2040 FUND				
	34874	Hi-Desert Publishing	Town Wide Slurry Seal Bid Ad	\$462.84
	34883	NRO Engineering	Town Wide Slurry Seal Eng. Svs	2,070.00
	34888	SCE	Electric Service	21.94
	34895	Albert A. Webb Assoc.	Dumosa & 62 Signal Study	1,002.50
Total 524 MEASURE I - 2010-2040 FUND				\$3,557.28
800 CAPITAL PROJECTS RESERVE FUND				
	34878	Knorr Systems, Inc.	YVHS Pool Cover & Reel	\$7,849.08
Total 800 CAPITAL PROJECTS RESERVE FUND				\$7,849.08
***	Report Total			\$89,374.55

WARRANT REGISTER # 7
CHECK DATE - JULY 29, 2011

FUND DISTRIBUTION BREAKDOWN

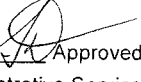

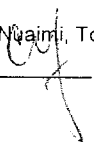
Checks # 34913 to # 34920 are valid

Checks # 34913, # 34914 # 34916, # 34917, # 34919 and # 34920 are included in RDA Warrant # 7

GENERAL FUND # 001	\$69,108.41
COPS-SLESF FUND # 509	\$22,759.93

GRAND TOTAL

\$91,868.34

Prepared by Shirlene Doten, Finance  Approved by Mark Nuaimi, Town Manager 
Reviewed by: Curtis Yakimow, Administrative Services Director 

Town of Yucca Valley
Warrant Register
July 29, 2011

Fund	Check #	Vendor	Description	Amount
001 GENERAL FUND				
	34915	Innovative Federal Strategies, LLC	06/11 Professional Services	\$3,931.00
	34918	SBCO Sheriff's Dept.	4th Qtr Overtime FY 10/11	48,180.11
	34918	SBCO Sheriff's Dept.	4th Qtr OHV OT FY 10/11	15,989.48
	34918	SBCO Sheriff's Dept.	4th Qtr Click It OT FY 10/11	1,007.82
Total 001 GENERAL FUND				\$69,108.41
509 COPS-SLESF FUND				
	34918	SBCO Sheriff's Dept.	4th Qtr SLESF OT FY 10/11	\$22,759.93
Total 509 COPS-SLESF FUND				\$22,759.93
Report Total				\$91,868.34

WARRANT REGISTER # 9
CHECK DATE - JULY 28 & AUGUST 3, 2011

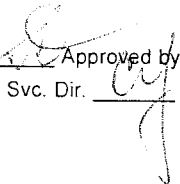

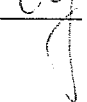
FUND DISTRIBUTION BREAKDOWN

Checks # 34896 to # 34993 are valid:

Checks # 34897 # 34922, # 34944, # 34948, # 34958 # 34969 are included in RDA Warrant # 9

Checks # 34901-34912 are void

GENERAL FUND # 001	\$107,264.25
CENTRAL SUPPLIES FUND # 100	\$478.64
CUP DEPOSITS FUND # 200	\$400.42
AB 2928 STATE CONSTRUCTION GRANT FUND # 513	\$250.00
STREET MAINTENANCE FUND # 515	\$1,864.72
MEASURE I MAJOR ARTERIAL FUND # 522	\$99.31
MEASURE I LOCAL ROADS FUND # 523	\$3,758.08
MEASURE I 2010-2040 FUND # 524	\$165.00
PUBLIC LANDS FEDERAL LAND GRANT FUND # 527	\$246.25
CA ENERGY COMMISSION-ARRA FUND # 528	\$150.00
CDBG FUND # 560	\$912.50
CAPITAL PROJECT RESERVE FUND # 800	\$3,892.50
GRAND TOTAL	<u>\$119,481.67</u>

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

Town of Yucca Valley
Warrant Register
August 3, 2011

Fund	Check #	Vendor	Description	Amount
001		GENERAL FUND		
	34896	Boys & Girls Club	Facility Use Agreement	\$12,000.00
	34898	Government Outreach	Annual Software License	6,500.00
	34899	Rotary Club of Yucca Valley	Partnership Agreement	8,000.00
	34900	SCE	Electric Service	257.84
	34921	Adolph Kiefer & Assoc.	YVHS Pool Program Expense	126.63
	34922	Aleshire & Wynder, LLC	June 2011 Professional Service	12,052.34
	34923	Alsco/American Linen, Inc.	Facilities Maintenance Supplies	162.19
	34924	Arrowhead Mountain Water	Office Supplies	131.40
	34925	ASCAP	Annual Music License	311.00
	34926	AT & T Mobility	Long Distance Phone Service	425.64
	34927	Avalon Urgent Care	Medical Screening Services	170.00
	34928	Barr Lumber, Inc.	Parks Maintenance Supplies	134.73
	34929	CAPRCBM	Membership Dues	175.00
	34930	Carquest Auto Parts	Vehicle Maintenance	16.17
	34931	Chevron & Texaco Card Services	Vehicle Fuel	98.92
	34932	China Star USA	Museum Shop Merchandise	80.50
	34933	Companion Animal Clinic	Veterinary Services	60.30
	34935	Cyberspike	Museum Web Site Hosting	330.00
	34936	D & D Disposal, Inc.	Shelter Disposal Services	5,340.00
	34937	Deluxe Business Checks	Check Printing Service	355.69
	34938	Desert Hot Springs Animal Clinic	Animal Shelter Supplies	19.54
	34939	Farmer Bros. Co.	Office Supplies	127.29
	34942	Fred's Tires	Fleet Tire Replacement & Repair	777.87
	34943	Fulton Distributing Co.	Facilities Maintenance Supplies	1,726.59
	34944	Duane Gasaway	Engineering Service	600.00
	34945	Graphic Penguin	Web Site Maintenance	1,155.00
	34946	Art Gutierrez	Sports Referee	66.00
	34947	Totalfunds by Hasler	Postage Meter Lease	1,000.00
	34948	Hi-Desert Water	Water Service	3,044.75
	34949	IIMC	Membership Dues	135.00
	34950	Inland Empire Stages Unlimited	Adult Trips Program	1,410.50
	34953	The Mallants Corp	Temporary Employment Svs.	603.72
	34954	Marlink	Satelite Phone Service	540.00
	34955	Morongo Basin Historical Society	Membership Dues	40.00
	34956	Morongo Unified School District	YVHS Pool Utilites	2,952.59
	34957	Natl Animal Control Assoc	Membership Dues	35.00
	34958	Oasis Office Supply	Toner	556.89
	34959	Ole's Alignment & Brake	Vehicle Maintenance	65.00
	34961	Ozark Wood Products	Museum Shop Merchandise	42.00
	34962	Vanessa Pourtemour	Museum Program Coordinator	100.00
	34963	Lauren Ross	Recreation Program Refund	72.00
	34964	SBCO-Office of the Assessor	Assessor Disc	429.38
	34965	SBCO Sheriff's Dept	CAL-ID Assessment Fee FY 11/12	22,356.60
	34966	SCE	Electric Service	718.17
	34967	Eric Scott	Museum Lecture Series	100.00
	34968	Signs by Wanda	New Hours Door Lettering	1,285.78
	34969	So. Cal. Gas Co.	Natural Gas Service	405.57
	34971	Southwest Networks, Inc.	Technology Support	5,869.45

Town of Yucca Valley

Warrant Register

August 3, 2011

Fund	Check #	Vendor	Description	Amount
	34972	Stater Bros	Recreation Program Expense	385.89
	34973	Michael Summers	Museum Program Support	100.00
	34974	The Sun Runner	Museum Advertising	100.00
	34976	Trophy Express	Recreation & Sports Programs	456.75
	34977	Delanford Truitt	Sports Referee	110.00
	34978	Angelica Trujillo	Museum Program Expense	100.00
	34979	Unique Garden Center	Grounds Maintenance	51.69
	34980	Unisource Worldwide, Inc.	Maintenance Supplies	2,666.86
	34982	United States Treasurer	Band Transportation	552.70
	34983	VCA Yucca Valley Animal Hospital	Veterinary Services	1,089.16
	34984	Verizon	Phone Service	2,875.79
	34985	Walmart Community	Animal Shelter Supplies	722.56
	34986	Shaun Watkins	Sports Referee	66.00
	34987	Western Self Storage	Storage Unit Rental Fee	282.00
	34988	Mark Wheeler	Museum Program Expense	100.00
	34989	Woods Auto Repair	Fleet Vehicle Repairs & Smog Svs.	726.87
	34990	Guy Wulf	Sports Referee	176.00
	34991	Yellowmart	Shelter Uniform Expense	118.49
	34992	Yucca Valley Quick Lube	Fleet Vehicle Maintenance	394.33
	34993	Zee Medical, Inc.	Safety Supplies	116.83
	EFT	First Bankcard	Conference & Supplies Expense	2,501.51
	EFT	The Home Depot	Facilities Maintenance Supplies	607.78
Total 001		GENERAL FUND		\$107,264.25
100		INTERNAL SERVICE FUND		
	34952	Mail Finance	Com Dev Postage Meter Lease	\$295.52
	34958	Oasis Office Supply	Copy Paper	183.12
Total 100		INTERNAL SERVICE FUND		\$478.64
200		DEPOSITS FUND		
	34944	Duane Gasaway	Engineering Service	\$325.00
	34940	FedEx	Delivery Service	75.42
Total 200		DEPOSITS FUND		\$400.42
513		AB2928-STATE CONSTRUCTION GRANT FUND		
	34944	Duane Gasaway	Engineering Service	\$250.00
Total 513		AB2928-STATE CONSTRUCTION GRANT FUND		\$250.00
515		GAS TAX FUND		
	34923	AlSCO/American Linen, Inc.	Street Uniforms Service	\$52.68
	34934	Cyber Photographics	Street Department Uniforms	275.84
	34970	SoCal & Assoc. Plumbing	Water Truck Rental	680.00
	34975	Traffic Control Service, Inc.	Street Signage	856.20
Total 515		GAS TAX FUND		\$1,864.72
522		MEASURE I MAJOR ARTERIAL FUND		
	34944	Duane Gasaway	Engineering Service	\$75.00
	34940	FedEx	Delivery Service	24.31
Total 522		MEASURE I MAJOR ARTERIAL FUND		\$99.31

Town of Yucca Valley
Warrant Register
August 3, 2011

Fund	Check #	Vendor	Description	Amount
523		MEASURE I - LOCAL ROADS FUND		
	34922	Aleshire & Wynder, LLC	June 2011 Professional Service	\$3,363.08
	34941	First American Title Co.	Title Search Services	395.00
Total 523		MEASURE I - LOCAL ROADS FUND		\$3,758.08
524		MEASURE I -2010-2040 FUND		
	34944	Duane Gasaway	Engineering Service	\$165.00
Total 524		MEASURE I -2010-2040 FUND		\$165.00
527		PUBLIC LANDS FEDERAL GRANT FUND		
	34944	Duane Gasaway	Engineering Service	\$200.00
	34960	Overland Pacific & Cutler, Inc.	PLHD Project	46.25
Total 527		PUBLIC LANDS FEDERAL GRANT FUND		\$246.25
540		CA ENERGY COMMISSION-ARRA FUND		
	34944	Duane Gasaway	Engineering Service	\$150.00
Total 540		CA ENERGY COMMISSION-ARRA FUND		\$150.00
560		CDBG FUND		
	34951	Interactive Design	Community Center Door Project	\$912.50
Total 560		CDBG FUND		\$912.50
800		CAPITAL PROJECT RESERVE FUND		
	34981	United Glass & Door, Inc.	Capital Improvement Project	\$3,892.50
Total 800		CAPITAL PROJECT RESERVE FUND		\$3,892.50
***		Report Total		<u>\$119,481.67</u>

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council
From: Duane Gasaway, Consulting Project Manager
Date: August 8, 2011
For Council Meeting: August 16, 2011



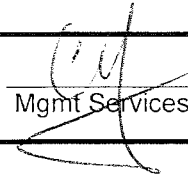
Subject: Formation of Community Facilities District No. 11-1
Warren Vista Shopping Center; CUP-01-08/Parcel Map 19103
Resolution(s) No.
Ordinance No.

Prior Council Review: On June 7, 2011, the Town Council adopted a Resolution approving the goals and policies for the formation of Community Facilities Districts Pursuant to the Mello-Roos Community Facilities Act of 1982. On June 7, 2011 the Town Council also approved a Resolution declaring the intent to establish Community Facilities District No. 11-1. The formation of a district for the future maintenance landscape, lighting, streets, drainage facilities and other infrastructure is a condition of approval for CUP-01-08 and tentative parcel map 19103.

Recommendations:

1. That the Town Council adopts the Resolutions for Community Facilities District No. 11-1 as follows:
 - a. Resolution for the formation of the District, authorizing levy of special tax within the District, preliminarily establishing an appropriation limit for the District, and submitting the levy of the special tax to the qualified electors within the District;
 - b. Resolution setting a date for election approving the levy of the special tax the District and setting an appropriation limit;
 - c. Resolution declaring the results of and certifying the election on the levy of special taxes and directing the recording of the notice of special tax lien;
2. Introduces Ordinance No.

An ordinance of the Town Council of the Town of Yucca Valley, California, authorizing the levy of a special tax within Community Facilities District No. 11-1.

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

P. 126

Executive Summary: The Town has formed Landscape and Lighting Maintenance Districts and Street and Drainage (Benefit) Assessment Districts as a condition of subdivision development projects to pay the costs of infrastructure maintenance created by new development.

The formation of a Community Facilities District (CFD) is an alternative method of creating a district which provides for the future maintenance of public infrastructure.

The previous nine (9) districts formed by the Town for maintenance of lighting/landscaping and street/drainage utilized the assessment district approach.

However, the assessment district approach requires that the portion of traffic and storm drainage waters directly attributable to the development project be identified. The nature of CUP-01-08/Parcel Map 19103 is such that traffic and storm drainage waters directly attributable to the project cannot be sufficiently identified to meet the legal requirements of an assessment district.

The CFD is a more flexible approach that allows the Town to recover 100% of the maintenance costs created by the new infrastructure constructed as part of the development project.

Order of Procedure:

Request Staff Report

Open Public Hearing

Request Public Comment

Close Public Hearing

Council Discussion/ Council Questions of Staff

Motion/Second:

RESOLUTION ESTABLISHING DISTRICT

RESOLUTION CALLING SPECIAL TAX ELECTION

Discussion on Motion

Call the Question (Roll Call Vote)

Town Clerk Conducts the Election

Motion/Second:

RESOLUTION DECLARING RESULTS OF AND CERTIFYING

THE RESULTS OF THE SPECIAL ELECTION, AND

LEVY OF SPECIAL TAXES

ORDINANCE LEVYING TAXES

Discussion on Motion

Call the Question (Roll Call Vote)

Discussion: Subdivision development projects are approved subject to conditions of approval that require the formation of maintenance districts. These districts apply an annual fee upon properties within the District which provides the revenue to offset the cost

of maintenance of the public improvements necessary to serve the development.

The public facilities and services proposed to be financed by the District include the following:

1. Maintenance of storm drainage, storm water management, and drainage system facilities;
2. Maintenance of all public pedestrian or bicycle pathways;
3. Maintenance of landscaping, including median landscaping, irrigation and appurtenant facilities;
4. Public lighting and appurtenant facilities, including street lights and traffic signals;
5. Maintenance of public streets, including pavement, traffic control devices, landscaping and other public improvements installed within the public right-of-way;
6. Town and County costs associated with the setting, levying and collection of the special tax, and in the administration of the District including the contract administration.

The CFD is formed pursuant to the provisions of California Government Code Section 53311 et seq., which provides the authority for the levy of a special tax upon property within the District for purposes of maintenance of public improvements. In order to form the District, the Town must adopt a series of five (5) statutorily required Resolutions. The first two Resolutions were adopted by the Town Council at their meeting of June 7, 2011.

The three remaining Resolutions recommended for Town Council consideration are as follows.

- Resolution for the formation of the District, authorizing levy of special tax within the District, preliminarily establishing an appropriation limit for the District, and submitting the levy of the special tax to the qualified electors within the District;
- Resolution setting a date for election approving the levy of the special tax within the District and setting an appropriation limit;

Declaring results of and certifying the results of the election on the levy of special taxes

The maximum annual special tax per parcel for the parcels that comprise TM 19103 and the Warren Vista Shopping Center are listed below:

Parcel 1:	1.74 acres x \$873.81 =	\$1,520.429
Parcel 2:	0.83 acres x \$873.81 =	725.262
Parcel 3:	1.11 acres x \$873.81 =	969.929
Parcel 4:	1.99 acres x \$873.81 =	1,738.881
Parcel 5:	2.13 acres x \$873.81 =	<u>\$1,861.215</u>
		\$6,815.72

If the Maximum Allowable Annual Fee were levied, the revenues would be allocated to areas of maintenance as follow:

\$1,826.00	Maintenance of public streets, including pavement and related improvements within the public right of way.
2,291.00	Maintenance of storm drainage, storm water management, and drainage system facilities.
<u>2,698.00</u>	Maintenance of landscaping, including median landscaping and appurtenant facilities.
\$6,815.00	

Alternatives: No alternatives are recommended.

Fiscal impact: The Community Facilities District will generate the revenue to offset the cost of maintenance of public improvements to serve the development project.

Attachments: Resolution No.
Resolution No.
Resolution No.
Ordinance No.

Public Hearing

Notice: Public Hearing Notice is required seven (7) days prior to the Town Council's Action. The Public Hearing was advertised in accordance with Government Code Section 53322 and 53322.4.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY FOR THE FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 11-1, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE DISTRICT, PRELIMINARILY ESTABLISHING AN APPROPRIATION LIMIT FOR THE DISTRICT, AND SUBMITTING THE LEVY OF THE SPECIAL TAX TO THE QUALIFIED ELECTORS OF THE DISTRICT

WHEREAS, on June 7, 2011 the Town Council adopted Resolution No. 11-23, entitled “Resolution of the Town Council of the Town of Yucca Valley Declaring Its Intention to Establish Community Facilities District No. 11-1” stating its intent to form a community facilities district under the Mello-Roos Act and to levy a special tax on all property within the district for legally-permitted facilities and services, and directed staff to implement the Act’s requirements for formation of said district;

WHEREAS, the Resolution of Intention included a map of the proposed boundaries of the District, stated the services to be financed, and the rate and method of apportionment of the special tax to be levied within the District to pay the costs, is on file with the Town Clerk, and the provisions thereof are incorporated herein by the reference as if fully set forth, and

WHEREAS, on August 16, 2011, the Town Council held a public hearing on the regarding the formation of Community Facilities District No. 11-1, and accepted written and documentary testimony and evidence relating thereto; and

WHEREAS, the Town Council now wishes to establish the community facilities district as provided herein, and all protests against formation of the proposed district are insufficient to prevent formation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Yucca Valley as follows:

SECTION 1. The Town Council hereby affirms the accuracy of the foregoing recitals.

SECTION 2. Pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311, *et seq.*), the Town Council has declared its intent to establish a community facilities district. Pursuant to Section 53321 of the California Government Code, the Town Council hereby determines the following:

- A. The proposed district shall be formed pursuant to the Mello-Roos Community Facilities Act of 1982 set forth in California Government Code Title 5, Division 2, Part 1, Chapter 2.5;
- B. The Town Council accepts the “Special Tax Report for the Town of Yucca Valley Community Facilities District No. 11-1”.

- C. The proposed special tax to be levied within CFD No. 11-1 has not been precluded by majority protest pursuant to Section 53324 of the Act.
- D. The community facilities district designated “Town of Yucca Valley Community Facilities District No. 11-1” is hereby established pursuant to the Act.
- E. The boundaries of the District, as set forth in the map of CFD No. 11-1 shall correspond with the boundaries indicated on the map attached hereto as “Exhibit A” as recorded in the San Bernardino County Recorder’s Office in Book ____ and Page ____ of Map of Assessment and Community Facilities Districts.
- F. The name for the proposed district is “Community Facilities District No. 11-1”;
- G. The public services to be financed by the District shall consist of those items described in the Resolution of Intention and by this reference incorporated herein.
- H. Except where funds are otherwise available, a special tax sufficient to pay for all services, secured by recordation of a continuing lien against all nonexempt real property in the District, will be levied annually within CFD No. 11-1, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as the Town Council shall direct. The proposed rate and method of apportionment of the special tax among parcels of real property within the District in sufficient detail to allow each landowner within the proposed District to estimate the probable maximum amount such owner will have to pay, are described in Exhibit B attached to the Resolution of Intention and by reference are incorporated herein.
- I. It is hereby found and determined that the Services are necessary to meet the increased demands as the result of development occurring in the District
- J. The Administrative Services Director or his/her designee shall be responsible for preparing annually a current roll of the special tax levy obligation by assessor’s parcel number and which will be responsible for estimating future special tax levies pursuant to Government Code Section 53340.2
- K. Upon recordation of the Notice of Special Tax Lien pursuant to Section 3114.5 of the Street and Highways Code, a continuing lien to secure levy of the special tax shall attach to all nonexempt real property in the District and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien is canceled in accordance with law or until collection of the tax by the Town Council ceases.
- L. In accordance with section 53325.7 of the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the District is hereby preliminarily established at \$5,000,000 and said appropriation limits shall be submitted to the voters of the District as hereafter approved. The proposition establishing the annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in

accordance with the applicable provisions of Section 53325.7 of the Act.

- M. Pursuant to the provisions of the Act, the proposition of the levy of the special tax and the proposition of the establishment of the appropriation limit specified above shall be submitted to the qualified electors of the District and an election, the time, place and condition of which shall be as specified by a separate resolution of the Town Council.

APPROVED AND ADOPTED on this 16th day of August, 2011.

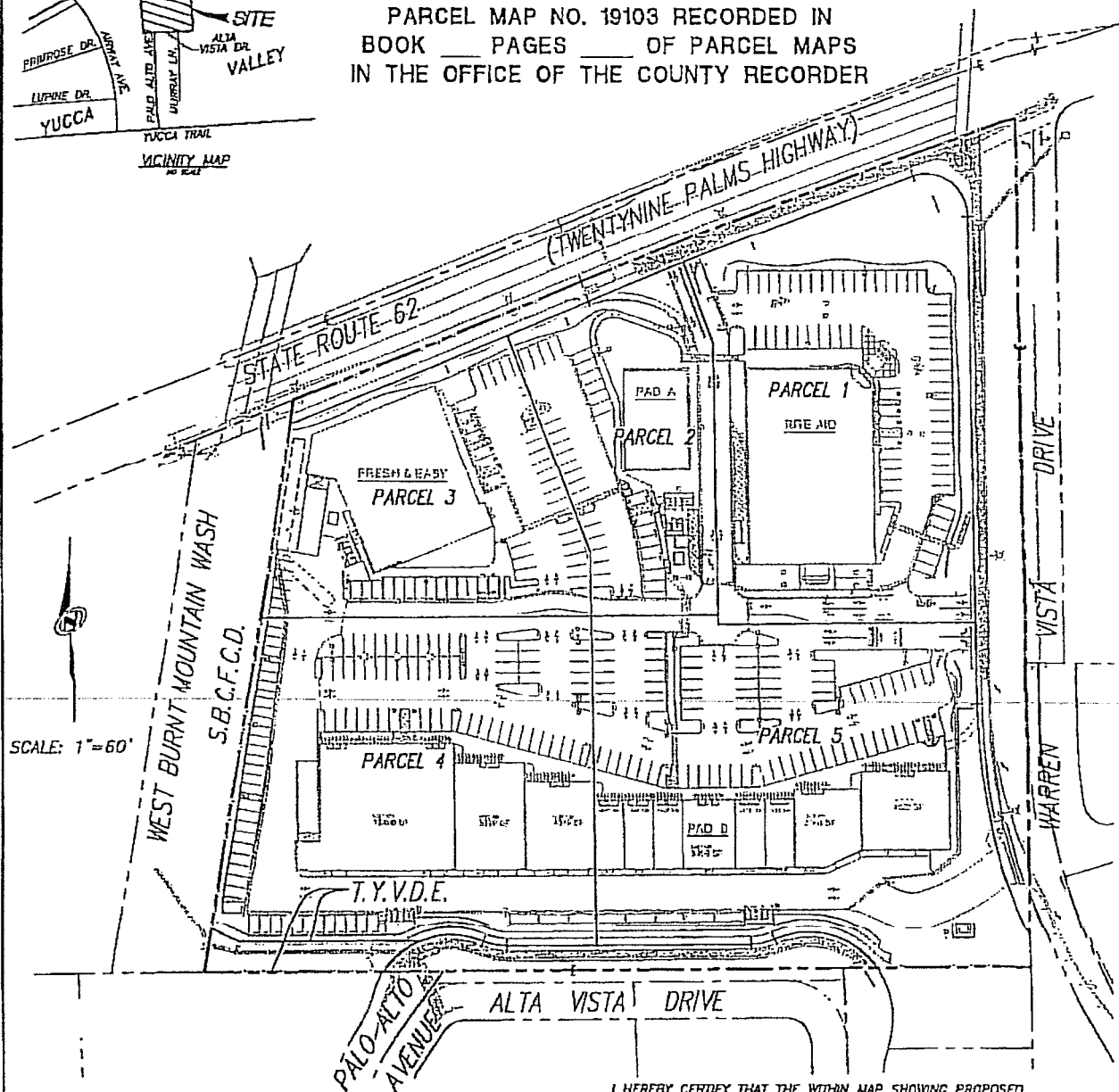
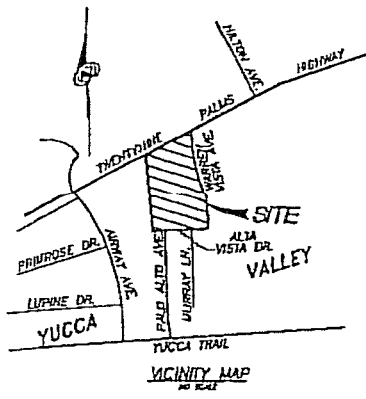
MAYOR

ATTEST:

TOWN CLERK

EXHIBIT A

PROPOSED BOUNDARY MAP
TOWN OF YUCCA VALLEY
 IN THE COUNTY OF SAN BERNARDINO,
 STATE OF CALIFORNIA
 COMMUNITY FACILITY DISTRICT NO. 11-1
 PARCEL MAP NO. 19103 RECORDED IN
 BOOK _____ PAGES _____ OF PARCEL MAPS
 IN THE OFFICE OF THE COUNTY RECORDER



SCALE: 1"=60'

LEGEND

- INDICATES FACILITIES DISTRICT BOUNDARY
- S.B.C.F.C.D. INDICATES SAN BERNARDINO COUNTY FLOOD CONTROL
- T.Y.V.D.E. INDICATES TOWN OF YUCCA VALLEY DRAINAGE EASEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 11-1 OF THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

JANET N. ANDERSON
 TOWN CLERK
 TOWN OF YUCCA VALLEY
 COUNTY OF SAN BERNARDINO

FILED IN THE OFFICE OF THE TOWN CLERK THIS _____ DAY OF _____, 20____.

JANET N. ANDERSON
 TOWN CLERK
 TOWN OF YUCCA VALLEY
 COUNTY OF SAN BERNARDINO

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

 COUNTY RECORDER
 COUNTY OF SAN BERNARDINO



EXHIBIT _____
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES
TOWN OF YUCCA VALLEY
COMMUNITY FACILITIES DISTRICT NO. 1
(Maintenance Services)

A Special Tax of Community Facilities District No. 1 Maintenance Services of the Town of Yucca Valley (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing in Fiscal Year 2011-12 in an amount determined by the Town through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrative Expenses" means the actual or estimated costs incurred by the Town as administrator of the District to determine, levy and collect the Special Taxes, including salaries and benefits of Town employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the Town.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the Los Angeles, Riverside County, and Orange County Consumer Price Index (CPI) or four percent (4%).

"Approved Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term "Approved Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator, or Non-Residential Property which has an approved Parcel Map.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year ending June 30, 2012.

"District Administrator" means the Town Manager, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"District" means Community Facilities District No. 1 Maintenance Services of the Town of Yucca Valley.

"Developed Property" means all Taxable Property for which a building permit has been issued prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Dwelling Unit" means an individual single family unit or an individual residential unit within a duplex, tri-plex, four-plex, condominium or apartment structure.

"Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, and (iii) property designated by the Town's District Administrator as Tax-Exempt Property

"Final Map" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor's Parcel.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, or any other public agency.

"Residential Property" means any parcel on which an individual single family residence or, a duplex, tri-plex, four-plex, condominium or apartment structure may be constructed.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for providing the authorized services including the actual costs of maintenance, repair, monitoring, replacement of facilities, and reporting as required under all applicable permits; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that is not exempt from the Special Tax pursuant to law or as defined herein.

"Town" means the Town of Yucca Valley, California

"Undeveloped Property" means, for each Fiscal Year, all Assessors' Parcels of Taxable Property not classified as Developed Property or Approved Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Approved Property, Undeveloped Property or Exempt Property. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

The Maximum Annual Special Tax rates for Assessor's Parcels are shown in the following tables:

**TABLE 1
Equivalent Dwelling Unit Factors
Community Facilities District No. 1
(Improvement Area 1)**

Property Classification	Improvement Area 1
Developed Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Approved Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Undeveloped Property Residential Non-Residential	4.5 EDU per acre 4.5 EDU per acre
Exempt Property	N/A

TABLE 2
Maximum Special Tax for Approved Property
Community Facilities District No. 1
(Improvement Area 1)

Property Classification	Maximum annual Special Tax
Developed Property	
Residential	\$194.18 per EDU
Non-Residential	\$873.81 per acre
Approved Property	
Residential	\$194.18 per EDU
Non-Residential	\$873.81 per acre
Undeveloped Property	
Residential	\$194.18 per EDU
Non-Residential	\$873.81 per acre

On each July 1 following the Base Year, the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

4. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2011-12, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Approved Property up to 100% of the applicable Maximum Special Tax for Approved Property. Third, if the Special Tax Requirement has not been satisfied by the first two steps, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax for Approved Property.

E. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax

should be changed the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

F. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

G. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity.

RESOLUTION NO.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
YUCCA VALLEY SETTING A DATE FOR AN ELECTION ON THE
COMMUNITY FACILITIES DISTRICT NO. 11-1 SPECIAL TAX LEVY
FOR FY 2011/12 AND THE ESTABLISHMENT OF AN
APPROPRIATIONS LIMIT FOR TOWN OF YUCCA VALLEY
COMMUNITY FACILITIES DISTRICT NO. 11-1**

WHEREAS, the Town of Yucca Valley established the Community Facilities District No. 11-1 (the “District”), pursuant to the Mello-Roos Community Facilities Act of 1982 (“Mello-Roos Act”; Government Code § 53311, *et seq.*), by adopting Resolution No. 11-23 “Resolution of the Town Council of the Town of Yucca Valley Establishing Community Facilities District No. 11-1, Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District, and Submitting Levy of the Special Tax and the Establishment of the Appropriations Limit to the Qualified Electors of the District” (the “Resolution of Formation”), ordering the formation of the Town of Yucca Valley Community Facilities District No. 11-1, (the “District”); and

WHEREAS, in order to accomplish the Town’s desired purpose for the District, the Town must conduct a special election; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Yucca Valley as follows:

SECTION 1. Pursuant to Sections 53326.53353.5 and 53325.7 of the Act, propositions of the levy of the special tax on property within the District, and the establishment of the appropriations limit for the District shall be submitted to the qualified electorate of the District at an election called thereof as provided below.

SECTION 2. As authorized by the Section 53353.5 of the Act, the two propositions described in Section 1 above shall be combined into a single ballot measure, the form of which is attached as Exhibit “A” and by this reference incorporated herein. Said form of ballot is hereby approved.

SECTION 3. The Town Council submits to the qualified voters of the District the question of levying a new special tax to finance public facilities and services within the District, as specified in the Resolution of Intent.

SECTION 4. The Town Council hereby calls for a special election to consider the measures described in Section 1 above, which election shall be held on August 16, 2011. Pursuant to Section 53327 of the Act, the election shall be conducted by the use of mailed ballots, or hand delivered ballot pursuant of Section 4000 of the California Election Code. All mail ballots shall be returned to the Town Clerk’s office (by mail or personal delivery) no later than 5:00pm on

August 16, 2011, or shall be delivered personally to the Town Clerk no later than the close of the special election on such date.

SECTION 5. In the event that landowners owning all of the property within the District that is subject to the proposed special tax have waived election requirements and/or designated other entities to cast their votes on their behalf, such votes may be cast (verbally or otherwise) at the election by any person or body so designated, and all votes cast shall be counted by the Town Clerk in determining the final vote.

SECTION 6. The Town Clerk is hereby directed to publish in a newspaper of general circulation circulating within the area of CFD No. 11-1 a copy of this Resolution as soon as practicable after the date of adoption of this Resolution.

SECTION 6. In the event that two-thirds or more of the votes cast favor the levying of the special tax, the Town Council may, by ordinance, levy the special tax.

APPROVED AND ADOPTED this 16th day of August 2011.

MAYOR

ATTESTED:

TOWN CLERK

EXHIBIT A

OFFICIAL BALLOT
SPECIAL TAX ELECTION
TOWN OF YUCCA VALLEY
FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 2011-1
MAINTENANCE SERVICES
(DATE)

Assessor Parcel Number: _____

Number of votes entitled to cast: 7.80

INSTRUCTIONS TO VOTERS: To vote on the measure, mark an (X) on the line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

MEASURE SUBMITTED TO QUALIFIED ELECTORS

Ballot Measure: Shall the Town of Yucca Valley be authorized to levy a special tax at the rates and apportioned as described in Exhibit B to the Resolution Declaring its Intention to Form Community Facilities District No. 2011-1 (Maintenance Services) adopted by the City Council on June 7, 2011 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Boundary Map of Community Facilities District No. 2011-1 (Maintenance Services), Town of Yucca Valley, County of San Bernardino", to finance certain services as set forth in Exhibit B of the Resolution?

YES _____

NO _____

NOTE: This is a special landowner election. You must return this ballot to the Town Clerk of the Town of Yucca Valley either (i) to the Office of the Town Clerk at Town Hall, 57090 Twentynine Palms Highway, Yucca Valley, CA, by 4:00 p.m. on August 2, 2011 or (ii) thereafter, to the regular meeting place of the Town Council at Yucca Room, Community Center, Yucca 57090 Twentynine Palms Highway, Yucca Valley, CA on August 2, 2011, by five minutes following the adoption of the resolution calling the election (the Town Council meeting convenes at 6:00 p.m. on August 2, 2011).

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DECLARING RESULTS OF AND CERTIFYING THE RESULTS OF THE ELECTION ON THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 11-1 AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN

WHEREAS, on June 7, 2011, the Town Council of the Town of Yucca Valley (the “Town”) adopted the “Resolution of the Town Council of the Town of Yucca Valley Adopting Local Goals and Policies Concerning Districts Formed Pursuant to the Mello-Roos Community Facilities Act of 1982” and the “Resolution of the Town Council of the Town of Yucca Valley Declaring Its Intent to Establish Community Facilities District No. 11-1” (referred to herein as the “Resolution of Intent”) stating its intention to establish Community Facilities District No. 11-1 and to finance specified public facilities and services, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311, *et seq.*; the “Mello-Roos Act”);

WHEREAS, on August 16, 2011, the Town Council of the Town of Yucca Valley held a public hearing on the Resolution of Intent;

WHEREAS, on August 16, 2011, after the public hearing, the Town Council adopted the “Resolution of the Town Council of the Town of Yucca Valley Establishing Community Facilities District No. 11-1” (Resolution No. _____; also referred to herein as the “Resolution of Formation”), forming “Community Facilities District No. 11-1” (hereafter, the “District”); and the Town Council also adopted the “Resolution of the Town Council of the Town of Yucca Valley Setting a Date for an Election on Community Facilities District No. 11-1 for August 16, 2011 (Resolution No. _____; also referred to herein as the “Resolution Calling for Special Election”);

WHEREAS, on August 16, 2011, an election on the levy of special taxes on parcels within the District was held;

WHEREAS, this Resolution will only take effect if two-thirds of the votes cast in the special election are in favor of the levy, and such results were certified by the Town Council through adoption of the “A Resolution of the Town Council of the Town of Yucca Valley Declaring Results Of And Certifying the Results of the Election on the Levy of Special Taxes in Community Facilities District No. 11-1” (Resolution No. _____), whereby the levying of special taxes was authorized;

WHEREAS, pursuant to the Resolution of Intent, the Resolution of Formation, and the provisions of the Mello-Roos Act, the maximum rate of special taxes and the manner of apportionment has been determined, and within 15 days of an election resulting in two-thirds of the votes cast in favor of the levy of a special tax in the District, a Notice of Special Tax Lien will be recorded with the San Bernardino County Recorder’s Office; and

WHEREAS, the Town Clerk of the Town of Yucca Valley has caused ballots to be distributed to the qualified electors, has received and canvaassed such ballots and made a report to the Town Council regarding the results of such canvas; and

WHEREAS, pursuant to Government Code Section 53340(a), the Town Council, as legislative body for the District, now wishes to levy the special taxes at the rate, apportionment, and in the manner specified in the above-referenced Resolutions.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yucca Valley as follows:

SECTION 1. The Town Council hereby affirms the accuracy of the foregoing recitals.

SECTION 3. Pursuant to Government Code Sections 53328, 53340(a), and other provisions and requirements under the Mello-Roos Act, the Town Council hereby levies the special taxes as specified in said Resolutions, and hereby apportions the special taxes in such manner.

SECTION 4. The levy and apportionment of all special taxes hereby shall be consistent with the authorizations provided under the Mello-Roos Act, the Resolution of Intent, and the Resolution of Formation. No levy or apportionment of any special tax not otherwise consistent with said authorities is authorized by this Resolution.

SECTION 5. The Town Council hereby authorizes the Town Manager or his/her designee to implement all necessary steps to cause the special taxes levied hereby to be placed on the San Bernardino County Tax Assessor's secured property tax rolls for the fiscal year commencing July 1, 2011, and continuing each subsequent fiscal year for so long as said special taxes are authorized under the Mello-Roos Act. Furthermore, the Town Council hereby authorizes the Town Manager or his/her designee to cause all such special taxes to be collected, deposited, expended, and otherwise used in a manner consistent with the provisions of the District.

SECTION 6. The Town Council hereby determines that all proceedings for the formation of the District and the levy and apportionment were valid and in conformity with the requirements of the Mello-Roos Community Facilities Act of 1982.

APPROVED AND ADOPTED this 16nd day of August, 2011.

MAYOR

ATTEST:

TOWN CLERK

ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE LEVY OF A
SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO.
11-1

WHEREAS, The Town Council of the Town of Yucca Valley has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors authorizing the levy of special taxes within community facilities district, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part I, Division 2, Title 5 of the Government Code of the State of California (the “Act”). This Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 11-1 (the “District”).

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

Section 1. The Town Council does, by passage of this ordinance authorize the levy of special taxes within the District for the 2012-2013 tax year pursuant to the Rate and Method Apportionment of Special Taxes as set forth in Exhibit “A” attached hereto, referenced and so incorporated.

Section 2. The Town Council, is further authorized to annually determine, by Resolution, the special taxes to be levied within the District for the then current tax year or future tax years, except that the special tax to be levied within the District shall no exceed the maximum special tax calculated pursuant to the Rate and Method, but the special tax may be levied at a lower rate.

Section 3. The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale, and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or my , by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations.

Section 4. The special taxes shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien and shall secure each levy of the special tax. The lien of the special tax shall continue in force an effect until the special tax obligation is permanently satisfied and canceled in accordance with Section 53344 of the Government Code of the State of California or until the special tax ceases to be levied by the Town Council in the manner provided in Section 53330.5 of said Government Code.

Section 5. NOTICE OF ADOPTION. Within fifteen (15) days after the adoption hereof, the Town Clerk shall certify to the adoption of this Ordinance and cause it to be published once in a newspaper of general circulation printed and published in the County and circulated in the Town pursuant to Section 36933 of the Government Code.

Section 6. EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption.

APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this _____ day of _____, 2011.

MAYOR

ATTEST:

APPROVED AS TO FORM:

TOWN CLERK

TOWN ATTORNEY

EXHIBIT **A**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

TOWN OF YUCCA VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 (Maintenance Services)

A Special Tax of Community Facilities District No. 1 Maintenance Services of the Town of Yucca Valley (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing in Fiscal Year 2011-12 in an amount determined by the Town through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrative Expenses" means the actual or estimated costs incurred by the Town as administrator of the District to determine, levy and collect the Special Taxes, including salaries and benefits of Town employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the Town.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the Los Angeles, Riverside County, and Orange County Consumer Price Index (CPI) or four percent (4%).

"Approved Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term "Approved Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator, or Non-Residential Property which has an approved Parcel Map.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year ending June 30, 2012.

"District Administrator" means the Town Manager, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"District" means Community Facilities District No. 1 Maintenance Services of the Town of Yucca Valley.

"Developed Property" means all Taxable Property for which a building permit has been issued prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Dwelling Unit" means an individual single family unit or an individual residential unit within a duplex, tri-plex, four-plex, condominium or apartment structure.

"Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, and (iii) property designated by the Town's District Administrator as Tax-Exempt Property

"Final Map" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor's Parcel.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, or any other public agency.

"Residential Property" means any parcel on which an individual single family residence or, a duplex, tri-plex, four-plex, condominium or apartment structure may be constructed.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for providing the authorized services including the actual costs of maintenance, repair, monitoring, replacement of facilities, and reporting as required under all applicable permits; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that is not exempt from the Special Tax pursuant to law or as defined herein.

"Town" means the Town of Yucca Valley, California

"Undeveloped Property" means, for each Fiscal Year, all Assessors' Parcels of Taxable Property not classified as Developed Property or Approved Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Approved Property, Undeveloped Property or Exempt Property. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

The Maximum Annual Special Tax rates for Assessor's Parcels are shown in the following tables:

**TABLE 1
Equivalent Dwelling Unit Factors
Community Facilities District No. 1
(Improvement Area 1)**

Property Classification	Improvement Area 1
Developed Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Approved Property Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
Undeveloped Property Residential Non-Residential	4.5 EDU per acre 4.5 EDU per acre
Exempt Property	N/A

TABLE 2
Maximum Special Tax for Approved Property
Community Facilities District No. 1
(Improvement Area 1)

Property Classification	Maximum annual Special Tax
Developed Property	
Residential	\$194.18 per EDU
Non-Residential	\$873.81 per acre
Approved Property	
Residential	\$194.18 per EDU
Non-Residential	\$873.81 per acre
Undeveloped Property	
Residential	\$194.18 per EDU
Non-Residential	\$873.81 per acre

On each July 1 following the Base Year, the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

4. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2011-12, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Approved Property up to 100% of the applicable Maximum Special Tax for Approved Property. Third, if the Special Tax Requirement has not been satisfied by the first two steps, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax for Approved Property.

E. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax

should be changed the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

F. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

G. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Duane H. Gasaway, Consulting Project Manager
Date: August 9, 2011
For Council Meeting: August 16, 2011


Subject: 2011/2012 Town-Wide Slurry & Cape Seal Project
Rejection of Bid Protests
Waiver of Minor Bid Defects and Supporting Findings
Award of Construction Contract
Budget Amendment

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

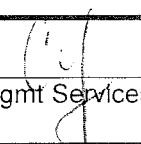
Recommendation: That the Town Council:

1. Rejects the bid protests filed by American Asphalt South, Inc., waives, based on the findings and substantial evidence described below, the minor defects in the bid consisting of the bidder's failure to list the supplier of Chip Seal Emulsion, Chip Seal Aggregate, and Asphalt and the omission of one of the signatories notarized signature on the bid documents, finding that the Roy Allan Slurry Seal, Inc. bid substantially conforms to the Call for Bids and the defects in the bid cited by the bid protests cannot have affected the amount of the bid nor that any bidder was given an advantage or benefit not allowed other bidders. Moreover, none of the alleged defects in the Roy Allen proposal relate to, or impact, the issue of bidder responsibility;
2. Amends the FY 2011-2012 Budget appropriating \$68,000 in Measure I Fund 523 and \$60,000 from LTF Fund 517, towards funding of the project;
3. Approves the award of a contract for the 2011-12 Town-wide Slurry Cape Seal Project to Roy Allan Slurry Seal Inc., in the amount of One Million Forty Four Thousand Three Hundred Ninety Three Dollars and Seventy Three Cents (\$1,044,393.73); establishes a \$104,439 contingency and \$5,000 administrative costs; authorizes the Town Manager, Town Attorney, and the Mayor to sign all necessary documents; and authorizes the Town Manager to expend the contingency if necessary to complete the project.

Reviewed By:


Town Manager

Town Attorney


Mgmt Services

SRS

Dept Head

Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

Executive Summary:

Town ordinance requires Town Council approval of a contract for construction services.

On July 27, 2011, the day following the bid opening, the Town received a protest (copy attached) to the award of contract Roy Allan Slurry Seal Inc. on the basis that their bid was non responsive because they failed to list major materials suppliers on page 4-11 of their bid. A second protest was filed on August 1, 2011, regarding signatures contained in the bid documents from the apparent low bidder.

Detailed discussions regarding the bid protest are addressed in the body of the staff report.

Roy Allan Slurry Seal, Inc. is the apparent low bidder. Staff has determined that the protests are dealing with technicalities / minor defects to the bid and don't impact the bid price or offer an advantage of benefit not afforded other bidders.

Order of Procedure:

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

Discussion: The Town advertised the 2011/2012 Slurry & Cape Seal Project (Project) on July 2, 2011. The work to be performed consists of installation of Type II slurry seal and cape seal on designated streets throughout the Town of Yucca Valley specifically set forth in the Bid Documents and includes, but is not limited to mobilization, traffic control, removal of pavement striping, markings and legends and replacement with thermoplastic, removal and replacement of pavement markers, application of slurry seal and cape seal and includes all appurtenant labor, materials, and equipment, as well as skin patch repair work.

The Town received six (6) responses to the advertisement for sealed bids. The bids ranged from \$1,044,393 to \$1,246,367 as follow:

- | | |
|------------------------------------|--------------------------------------|
| 1. Roy Allan Slurry Seal, Inc. | \$1,044,393.73 (apparent low bidder) |
| 2. American Asphalt Paving | \$1,054,384.36 |
| 3. Pavement Coatings Co. | \$1,077,831.75 |
| 4. International Surfacing Systems | \$1,120,845.00 |
| 5. Bond Blacktop, Inc. | \$1,227,591.60 |
| 6. Sully Miller Contracting | \$1,246,367.00 |

Bid Protest:

American Asphalt Paving has filed a bid protest with the Town.

A bid may be considered not responsive if it fails to provide what the bidding document asked for in the manner required by the bid documents. American Asphalt's bid protest claims that Roy Allan Slurry Seal "did not list the Supplier for Chip Seal Emulsion, Chip Seal Aggregate, and Asphalt material".

Technical or minor defects in a bid can be waived; however there is a limit upon what can be waived. A defect may be waived if the defect did not 1) affect the amount of the bid or 2) given a bidder an advantage of benefit not allowed other bidders. (*MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal. App. 4th 359, 377-378; *Konica Business Machines v. Regents of University of California* (1988) 206 Cal App. 3d 449, 454.) Conversely the Town is not required to waive the defect. Whether or not to waive the defect is within the Town's discretion.

It is posited that substantial evidence demonstrates that the issues raised in the American Asphalt bid protest were inconsequential and thus waivable.

Roy Allan Slurry Seal, Inc., did list two major material suppliers, Pacific Emulsions and Coachella Valley Aggregates. Roy Allan Slurry Seal's failure to list the supplier of Chip Seal Emulsion, Chip Seal Aggregate, and Asphalt material cannot have affected the amount of the bid or have given an advantage or benefit not allowed other bidders. Indeed, the mere name of a supplier bears no impact upon the bid amount; nor is there any indication the supplier was unlisted for purposes of fraud or unfair benefit. Thus, it is recommended that the Town Council waive the minor defect of failure to list the supplier of Chip Seal Emulsion, Chip Seal Aggregate, and Asphalt.

Roy Allan Slurry Seal, Inc. also failed to provide two (2) notarized signatures of corporate officers and provided only one notarized signature of the Vice President, Lawrence Allan on the bid. There is no evidence to suggest that this omission could have affected the amount of the bid nor that any bidder was given an advantage or benefit not allowed other bidders; in fact, such inconsequential defects in the bid response are equally waivable for any other bidder. Also, the mere fact that Roy Allen did not supply a duplicate notarized corporate signature does not render the bid any less binding upon Roy Allen.

The Town Council may waive this defect of the omission of the additional notarized signature and materials suppliers of Chip Seal Emulsion, Chip Seal Aggregate and Asphalt. Should Town Council elect to waive these defects and award the contract to Roy Allan Slurry Seal, Inc., staff recommends consideration and adoption of the following finding.

Town Council finds that the Roy Allan Slurry Seal, Inc. bid substantially conforms to the Call for Bids and the defects in the bid cited by the bid protests cannot have affected the amount of the bid nor that any bidder was given an advantage or benefit not allowed other bidders. Nothing alleged in the bid protest relates to, or impacts, the issue of bidder responsibility as such omissions are inconsequential and are apparent typographical or technical omissions.

Based upon staff's review of the bid documents and the criteria for responsiveness in public works contracting, staff is recommending that the Town Council affirmatively finds as cited above.

Reference check-Roy Allan Slurry Seal, Inc.

City of Ventura, California

Dan Frost

805-654-7800

Roy Allan Slurry Seal, Inc. has contracted with the City for the annual slurry seal project for the past 9 years. Dan Frost spoke highly of this company, stating that in 9 years they had not ever had a change order or any dispute with the company over the work performed for the City. He further stated the city was pleased with the quality of their work and the fact that they always stood behind their work.

City of Mission Viejo

Rich Schlesinger

949-470-3079

Roy Allan Slurry Seal, Inc. has contracted with the City for the annual slurry seal for the past 5 years. Rich Schlesinger advises they are an "excellent contractor", "responsive to the city and easy to work with", he further stated "I can't say enough good things about them."

City of Thousand Oaks

Patrick Smith

805-449-2499

Mr. Smith reports that Roy Allan Slurry Seal, Inc. has done excellent work on their several projects with the City. He has found the company to be especially responsive to the City's concerns and looks forward to their being the successful bidder on future projects.

Alternatives: The Council may reject all bids and direct staff to rebid the project. The Council may also uphold the bid protests and instruct staff to disqualify the Roy Allan bid and bring forward a recommendation to award to the next lowest, responsible, responsive bidder.

Fiscal impact: The 2011-12 Fiscal Year budget includes funding in Fund 524 Measure I Unrestricted and General Fund for the proposed improvements. Additional appropriations are recommended as follows.

Project Funding as Currently Budgeted

\$478,393 Measure I
 \$503,913 General Fund

\$982,306 Project Funding

Additional Appropriations Recommended

\$68,000 Measure I Fund 523
\$60,000 LTF Fund 517

\$1,110,306.00 Total Project Funding With Contingency Amounts

Project Estimated Cost

1,044,393 Construction Contract
 52,220 Five percent (5%) Contingency
 5,000 Materials Testing/Certifications
 5,000 Administration

 1,106,613 Total Project Cost

\$1,110,306 Total Project Funding
\$1,106,613 Total Project Cost
 \$3,693 Estimated Remaining

The recommended appropriation exhausts the remaining fund balance in Fund 523, Measure I Local Roads, which remained from the original Measure I authorization. The recommended appropriation from LTF Fund 517 results in a revised year end fund balance of \$74,135.

Attachments: Bid Opening Log Sheet
 Bids Received
 Bid Protests

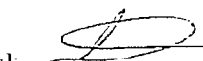
TOWN OF YUCCA VALLEY
 BID OPENING LOG SHEET

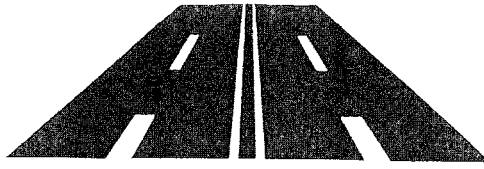
BID OPENING DATE: July 26, 2011, 3:00 p.m.

PROJECT DESCRIPTION: Slurry Seal

BIDDER:	BID AMOUNT	BID BOND
1. <u>Roy Allan Slurry Seal, Inc.</u>	<u>1,044,393.73</u>	<u>10%</u>
2. <u>Bond Blacktop</u>	<u>1,227,591.60</u>	<u>10%</u>
3. <u>Sully-Miller Contracting</u>	<u>1,246,367</u>	<u>10%</u>
4. <u>American Asphalt South, Inc.</u>	<u>1,054,384.56</u>	<u>10%</u>
5. <u>International Surfacing Systems</u>	<u>1,120,845.00</u>	<u>10%</u>
6. <u>Pavement Coatings Co.</u>	<u>1,077,831.75</u>	<u>10%</u>
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

CC: Town Clerk's Staff (1)
 Initiating Department (2)
 Town Manager (1)

Signed: 
 Dated: 7/26/2011



American Asphalt South, Inc.

July 27th, 2011

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

Re: TOWNWIDE SLURRY-CAPE SEAL PROJECT

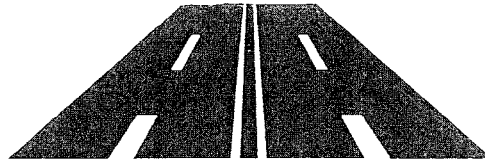
We are filing a protest against the award of the above referenced project to the apparent low bidder, Roy Allan Slurry Seal Inc., on the following grounds.

After a review of their bid Proposal page 4-11, they did not list the Supplier for Chip Seal Emulsion, Chip Seal Aggregate and Asphalt material which are all major materials on the above referenced project.

Thank you for your consideration of our protest.

Sincerely,

Lyle Stone
Secretary



American Asphalt South, Inc.

August 1st, 2011

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

Re: TOWNWIDE SLURRY-CAPE SEAL PROJECT

After review of the bids for the above referenced project, we have found another mistake that the apparent low bidder, Roy Allan Slurry Seal Inc., has made that is grounds for the rejection of their bid proposal.

On page 4-3 of their bid Proposal, they do not have the two officer's signatures that are required for a Corporation.

Sincerely,

Lyle Stone
Secretary

January 4, 2006

www.americanasphaltsouth.com

Lic. # 784969

MAILING ADDRESS: P.O. BOX 310036 • FONTANA, CA 92331 • PHYSICAL ADDRESS: P. 159 SANTA ANA AVE. • FONTANA, CA 92337 • (909) 427-8276 • FAX (909) 427-8279

SPECIAL RESOLUTION OF
THE SHAREHOLDERS OF
ROY ALLAN SLURRY SEAL, INC.

This is a special resolution unanimously approved by all of the shareholders holding shares in ROY ALLAN SLURRY SEAL, INC. This resolution was approved at the meeting of shareholders held on February 2, 2008, at 11922 Bloomfield Avenue, Santa Fe Springs, California 90670. ROY ALLAN and GAY D. ALLAN, being the only shareholders of the corporation, were in attendance and unanimously approved the following resolution:

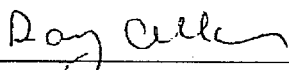
WHEREAS it is deemed to be in the best interest of this corporation to provide for continuity of activity and for the convenience of the officers of this corporation, to provide authority so that either the President or the Vice President of this corporation shall have authority to sign documents separately, and thereby bind the corporation.

IT IS THEREFORE RESOLVED that either the President or The Vice President of ROY ALLAN SLURRY SEAL, INC., shall hereafter have the authority, when acting Alone, to bind this corporation to the terms of any document To which the President or Vice President shall affix his Signature. The individuals presently acting in the capacity of President and Vice President of this corporation are ROY ALLAN and LAWRENCE ALLAN, respectively.

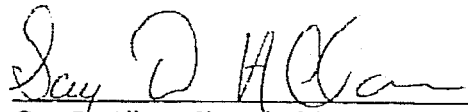
It is respectfully requested by the shareholders of this corporation, that any part with whom this corporation has dealings, will recognize this resolution and accept the signature of either the President or the Vice President of this corporation, acting alone, on any document intended to bind this corporation legally.

By their signatures hereto, the shareholders of this corporation hereby waive notice of the above-described meeting and consent to the resolution set forth above.

Dated: February 2, 2008



Roy Allan, Shareholder



Gay D. Allan, Shareholder

TOWN OF YUCCA VALLEY

ADDENDUM NO. 1

To Contract Documents and Specifications Dated July 2, 2011

**TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT**

Date Issued: July 18, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. Section 3 Permits and Licenses, Paragraph 2 is amended to add "Classification C-12: Earthwork and Paving Contractor" and reads as follows:

"Contractor must have at the time of bid opening for this project the following California classification of Contractor's license and experience:

Classification A: General Engineering Contractor

and/or

Classification C-12: Earthwork and Paving Contractor

and/or

Classification C-32: Parking and Highway Improvement Contractor

END OF ADDENDUM NO. 1

TOWN OF YUCCA VALLEY

ADDENDUM NO. 2

To Contract Documents and Specifications Dated July 2, 2011

**TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT**

Date Issued: July 25, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. The item in the bid schedule on Page 4-4 "Pavement markers – Type _____ (removal and replacement)" shall be replaced as follows:

9 Raised Pavement Markers	1,900	EA	\$ _____	\$ _____
Removal and Replacement				

END OF ADDENDUM NO. 2

TOWN OF YUCCA VALLEY

ADDENDUM NO. 3

To Contract Documents and Specifications Dated July 2, 2011

**TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT**

Date Issued: July 25, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. The following Bid Schedule shall replace sheets 4-4 and 4-5.

SECTION IV

BID FORMS

1. BID

TO THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY:

The undersigned, as bidder, declares that; (1) this bid is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein, (2) bidder has carefully examined the project plans, specifications, instructions to bidders, bid, notice to contractors and all other information furnished therefore, and the site of the proposed work, and (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished.

Furthermore, bidder agrees that submission of this bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the Town Council of the Town of Yucca Valley, to perform said proposed work in accordance with the plans and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump sum prices as submitted on the Bid Schedule attached hereto.

Accompanying this bid is Bid Bond (Note to bidder: in the preceding blank space, please insert the words "Cash" or "a Cashier's Check" or "a Certified Check" or "a Bid Bond" as the case may be) in the amount equal to at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted for the base bid and all the deduct/add alternates, and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

The undersigned further agrees that should he be awarded the contract on the basis hereof and thereafter defaults in executing the required contract, with necessary bonds and documents, within ten (10) calendar days after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the Town of Yucca Valley and this bid and the acceptance thereof may be considered null and void.

The undersigned is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and shall comply with such

provisions and furnish proof of said insurance before commencing the performance of the work of this Contract.

The undersigned is licensed in accordance with the Contractors License Law, Business and Professions Code; Section 7000 *et seq.*, providing for the registration of contractors, California Contractor's License No. 372798 Class C-12, which expires on 4-30-12.

Note: Bids which do not show the number and date of the Bidder's License under the provisions of Chapter 9 of Division 3 of the Business & Professions Code may be rejected.

Unless otherwise specified, the estimated construction quantities set forth in the Bid Schedule are approximate only, being given solely as a basis for the comparison of bids, and the Town does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

Final compensation under the contract shall be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done.

The Town reserves the right to reject any or all bids.

The contractor shall commence work of construction under the contract within the time specified within the Notice to Proceed. The contractor shall diligently prosecute the work to completion before the expiration of the contract completion period. The Notice to Proceed will be issued when the contract is fully executed. The contract completion period is inclusive of the time for delivery of materials.

The contract, if awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed and who complies with requirements of timely execution and return of the contract together with contract bonds.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

It is agreed that this bid may not be withdrawn for a period of sixty (60) calendar days from the date of opening thereof.

The names of all persons interested in the foregoing bid as principals are as follows:

Note: If bidder is a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof; If a firm or co-partnership, state the true name of firm and give the names of all individual co-partners composing the firm; if bidder or other interested person is an individual, so state and give first and last name in full.

WR Allan - President
Lawrence Allan - Vice President

Legal Business Name: Roy Allan Sherry Seal, Inc
Address: 11922 Blomfield Ave, Santa Fe Springs Co. 90670
Phone Number: (562) 864-3363 Fax Number: (562) 864-7612

I, Lawrence Allan (name of bidder), hereby certify under penalty of perjury that all information and representations contained in this bid, including but not limited to the name of bidder, and above contractor's license and expiration date, are true and correct and that I agree to comply with all requirements set forth herein.

Note: Two notarized officer's signatures and the corporate seal are required for corporations. One signature must be by either the President or Vice-President and the second signature must be by either the Secretary or Assistant Secretary.

Signature of bidder Lawrence Allan "corporate seal"
Title: Vice President (if available)

Signature of bidder _____
Title: _____

ACKNOWLEDGMENT

State of California
County of Orange)

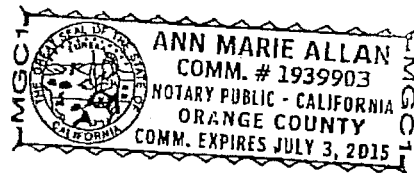
On July 24, 2011 before me, Ann-Marie Allan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Ann Marie Allan (Seal)



BID SCHEDULE

Item	Description	Qty.	Units	Unit Price	Extended Amount
1	Mobilization, bonds, insurance, water, clearing, clean-up, relocations, miscellaneous installation preparation, and demobilization, complete at the lump sum price of	1	LS(F)	\$ N/A	\$ 28,000.00
2	Traffic Control	1	LS(F)	\$ 34,560.00	\$ 34,560.00
3	Type II Slurry Seal	2,339,007	SF	\$.126	\$ 294,714.88
4	Cape Seal	1,094,926	SF	\$.388	\$ 424,831.29
5	Skin Patch A.C.	168,294	SF	\$.80	\$ 134,635.20
6	A.C. Removal and Replacement	4,000	SF	\$ 6.60	\$ 26,400.00
7.	Traffic striping Rem. and Repl.	69,729	LF	\$.68	\$ 47,415.72
8.	Pavement legend/markings Removal and Replacement	7,032	SF	\$ 5.77	\$ 40,574.64
9	Raised Pavement Markers Removal and Replacement	1,900	EA	\$ 6.98	\$ 13,262.00

BASIS FOR LOW BID
TOTAL BID FOR ITEMS 1-9

One million, forty four thousand,
Three hundred ninety three dollars
& seventy three cents (Words)

\$ 1,044,393.73
 (Figures)

Note: (F) denotes Final Pay Item, no additional compensation will be allowed.

**BID SCHEDULE
FOR ADDITIVE BIDS
ITEMS 10-13**

Item	Description	Qty.	Units	Unit Price	Extended Amount
10.	Traffic Control	1	LS(F)	\$ <u>4,500.00</u>	\$ <u>4,500.00</u>
11.	Type II Slurry Seal	437,268	SF	\$ <u>.126</u>	\$ <u>55,095.77</u>
12.	Pavement legend/markings Removal and Replacement	1,459	SF	\$ <u>7.37</u>	\$ <u>10,752.83</u>
13.	Raised Pavement Markers Removal and Replacement	40	EA	\$ <u>11.00</u>	\$ <u>440.00</u>

**BASIS FOR ADDITIVE
BID FOR ITEMS 10-13**

Seventy Thousand, Seven
hundred Eighty Eight dollars
 (Words) \$ 70,788.60
and Sixty Cents (Figures)

END OF ADDENDUM NO. 3

event of such failure, the actual amount of damages to the Town would be impractical and extremely difficult to determine.

Firm Name: Roy Allan Slurry Seal, Inc. Dated: 7-25-11
Name of Bidder: Lawrence A. Va Phone: (562) 864-3363
Signature of Bidder: [Signature] Fax: (562) 864-6612

Please indicate whether proprietorship, corporation, or partnership and any use of fictitious business name:

Corporation Partnership Proprietorship

Fictitious Business Name _____

3. BIDDER'S BOND

TOWN OF YUCCA VALLEY, STATE OF CALIFORNIA

KNOWN ALL PERSONS BY THESE PRESENTS:

That we, Roy Allan Slurry Seal, Inc. as Principal, and Ullico Casualty Company as Surety, are held and firmly bound unto the Town of Yucca Valley as Obligee, hereinafter called Obligee, in the sum of Ten percent (10%) of the total amount of the bid dollars, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain bid of the above bounded Roy Allan Slurry Seal, Inc. to the Town of Yucca Valley dated July 26, 2011, 20 11 is accepted by the Town of Yucca Valley, and if the above bounded Principal, his heirs, executors, administrators, successors, and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) calendar days from the date of the mailing of a notice to the above bounden Principal by and from the said Town of Yucca Valley that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 22nd day of July, 2011.

Roy Allan Slurry Seal, Inc.

Principal

By Lawrence A
Title: Vice President

"corporate seal"

By _____
Title: _____

"corporate seal"

Ullico Casualty Company

Surety

By Matthew J Coats
Attorney-in-Fact Matthew J. Coats

PLEASE ATTACH NOTARY ACKNOWLEDGMENT

4. INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) Address: 11922 Bloomfield Ave S.F.S 90670

2.) Telephone: (562) 864-3363 Fax: (562) 864-6612

3.) Type of firm - Individual, Partnership, or Corporation: Corporation

4.) Corporation organized under the laws of the State of: California

5.) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:

a. WR Allan - President

b. Lawrence Alla - Vice President

c. _____

d. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

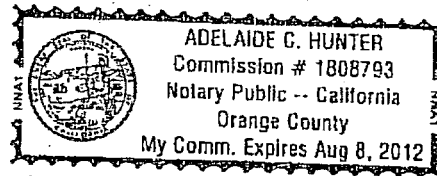
On JUL 22 2011 before me, Adelaide C. Hunter, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature A. Hunter





ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That ULLICO CASUALTY COMPANY (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Linda D. Coats, Matthew J. Coats, Douglas A. Rapp, & Timothy D. Rapp of Coats Surety Insurance Services, Inc.

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000:00. This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED; That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

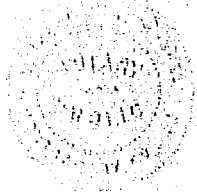
IN TESTIMONY WHEREOF, ULLICO CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this 16th day of July, 2009.



PRESIDENT

Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the herein described and authorized officer of the ULLICO CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.


Notary Public

CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 22nd day of July, 2011 are true and correct and are still in full force and effect. I do further certify that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of July, 2011

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

ACKNOWLEDGMENT

State of California
County of Orange)

On July 24, 2011 before me, Ann-Marie Allan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Ann Marie Allan (Seal)

6.) List the name of the person who inspected the site of the proposed work for your firm:

Lawrence Alla

7.) Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

	<u>Name of Bank</u>	<u>Address</u>
a.	<u>Wells Fargo</u>	
b.		

Lawrence
Signature of Bidder

NOTE: Upon request of the Town, the bidder shall furnish a notarized financial statement, financial data, construction experience, or other information.

5. EXPERIENCE OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) The bidder has 36 years of experience as a contractor in construction work and has been engaged in the contracting business under State License No. 372798 Class C-12 for a period of 36 years.

2.) The bidder's three most recently completed contracts are:

	<u>1</u>	<u>2</u>	<u>3</u>
Title of Project:	Slurry Seal of Various Streets	Annual Slurry Seal	Annual Slurry Seal
Owner:	City of Thousand Oaks	City of Mission Viejo	City of Ventura
Address:	1993 Rancho Conejo T. Oaks Ca. 91320	200 Civic Center Mission Viejo Ca. 92691	501 Polli Street Ventura Ca. 93002
Telephone Number:	(805) 449-2499	(949) 470-3079	(805) 654-7800
Contact Person:	Patrick Smith	Rich Schelsinger	Dan Frost
Date Completed:	7-15-11	1-27-11	11-25-10

Jawrence
Signature of Bidder

6. LIST OF SUBCONTRACTORS

In compliance with the provisions of the Public Contract Code, Section 4104, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid. The undersigned bidder agrees that any portions of the work in excess of one-half of one percent (1/2 of 1%) of the total amount of this bid for which there is no subcontractor designated herein, will be performed by the undersigned. The portion of the work, which will be done by each subcontractor, is as follows:

<u>Work to be Performed</u>	<u>Subcontractor's Name & Place of Business</u>	<u>License No.</u>
1. <u>Chip Seal</u> <u>R&R AC</u> <u>Skim Patch</u>	<u>Copp Contracting, Inc</u> <u>P.O. Box 457</u> <u>Buena Park, Ca. 90621</u>	<u>384209</u>
2. <u>Striping & Marking</u>	<u>Cal-Stripe Inc</u> <u>375 South "G" St.</u> <u>San Bernardino, Ca. 92410</u>	<u>685382</u>
3. _____ _____	_____ _____	_____
4. _____ _____	_____ _____	_____
5. _____ _____	_____ _____	_____
6. _____ _____	_____ _____	_____

7. MAJOR MATERIAL SUPPLIERS INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

ITEM / MATERIAL	MANUFACTURER	SUPPLIER
1. <u>Slurry Seal Emulsion</u>	<u>Pacific Emulsion</u>	<u>// 17</u>
2. <u>Slurry Seal Rock Dust</u>	<u>Coachella Valley Aggregates</u>	<u>// 11</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

Note: Awarding of a contract under this bid will not imply approval by the Town of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after the bid opening unless equipment or material of the listed manufacturers or suppliers cannot meet the specifications or unless otherwise approved by the Town Engineer.

8. CONTRACTOR'S INDUSTRIAL SAFETY RECORD

The information required for these items is the same as required for Columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Record Last Five (5) Full Years

	Number of Contracts	Total Amount of Contracts (thousands of dollars)	Number of fatalities	Number of lost work days	Number of lost workday cases involving permanent transfer to another job or termination of employee
Current Year thus far	10	472	0	0	0
2009	70	7,502	0	0	0
2008	77	7,845	0	1	0
2007	91	8,927	0	1	0
2006	78	6,233	0	1	0
2005	81	5,896	0	1	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Ray Allan Sturry, Sr. Electric Contractor
 Name of Bidder Signature

11922 Bloomfield Ave 372798
 Address State Contractor's Lic. No.

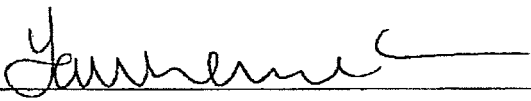
Santa Fe Springs Ca. 90670 (562) 864-3363 (562) 864-6612
 Town State Zip Code Telephone No. FAX No.

9. CERTIFICATION OF SAFETY REQUIREMENTS

To work as a contractor or vendor with the Town of Yucca Valley, your organization is required to certify that it has an active on-the-job written Injury and Illness Prevention Program. This program is essential to make the job as accident-free as possible and to comply with Federal and State Safety Standards.

The undersigned bidder hereby certifies that his/her organization has an active written Injury and Illness Prevention Program, as required by Cal-OSHA under Title 8, General Industry Safety Orders Section 3203 and/or the CSO Section 1509, that ensures compliance with and enforcement of current minimum Cal-OSHA Safety Standards, and that his/her organization has knowledge of these standards that are applicable to the job operations. This includes a program for ensuring employees have been trained to recognize hazards of their job.

The undersigned bidder also hereby certifies that his/her organization has an active written Hazard Communication Program with evidence that all employees have been trained in safe use and handling of chemicals on the job site, and a file which will be made available for review by the Town of Yucca Valley of each Material Safety Data Sheet (MSDS) on those chemicals kept on the site.

Signature of bidder: 
Title: Vice President
Name of Organization: Ray Allen Sherry Seal, Inc

10. NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of Orange) ss

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

Subscribed and sworn to before me this 24th day of July, 2011.

See Attached
Notary Public

By: Lawrence
Vice President
Title

Date: 7-24-11

The names of all persons interested in the foregoing bid as principals are as follows:

Note: If bidder is a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof; If a firm or co-partnership, state the true name of firm and give the names of all individual co-partners composing the firm; if bidder or other interested person is an individual, so state and give first and last name in full.

WR Allan - President
Lawrence Allan - Vice President

Legal Business Name Roy Allan Slurry Seal, Inc.
Address: 11922 Blomfield Ave, Santa Fe Springs, Ca. 90670
Phone Number: (562) 864-3363 Fax Number: (562) 864-2612

I, Lawrence Allan (name of bidder), hereby certify under penalty of perjury that all information and representations contained in this bid, including but not limited to the name of bidder, and above contractor's license and expiration date, are true and correct and that I agree to comply with all requirements set forth herein.

Note: Two notarized officer's signatures and the corporate seal are required for corporations. One signature must be by either the President or Vice-President and the second signature must be by either the Secretary or Assistant Secretary.

Signature of bidder Lawrence Allan "corporate seal" (if available)
Title: Vice President

Signature of bidder _____
Title: _____

TOWN OF YUCCA VALLEY

ADDENDUM NO. 3

To Contract Documents and Specifications Dated July 2, 2011

TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT

Date Issued: July 25, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. The following Bid Schedule shall replace sheets 4-4 and 4-5.

TOWN OF YUCCA VALLEY

ADDENDUM NO. 2

To Contract Documents and Specifications Dated July 2, 2011

TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT

Date Issued: July 25, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. The item in the bid schedule on Page 4-4 "Pavement markers – Type _____ (removal and replacement)" shall be replaced as follows:

9 Raised Pavement Markers	1,900	EA	\$ _____	\$ _____
Removal and Replacement				

END OF ADDENDUM NO. 2

TOWN OF YUCCA VALLEY

ADDENDUM NO. 1

To Contract Documents and Specifications Dated July 2, 2011

**TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT**

Date Issued: July 18, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. Section 3 Permits and Licenses, Paragraph 2 is amended to add "Classification C-12: Earthwork and Paving Contractor" and reads as follows:

~~Contractor must have at the time of bid opening for this project the following California classification of Contractor's license and experience:~~

Classification A: General Engineering Contractor

and/or

Classification C-12: Earthwork and Paving Contractor

and/or

Classification C-32: Parking and Highway Improvement Contractor

END OF ADDENDUM NO. 1

SECTION IV

BID FORMS

1. BID

TO THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY:

The undersigned, as bidder, declares that; (1) this bid is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein, (2) bidder has carefully examined the project plans, specifications, instructions to bidders, bid, notice to contractors and all other information furnished therefore, and the site of the proposed work, and (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished.

Furthermore, bidder agrees that submission of this bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the Town Council of the Town of Yucca Valley, to perform said proposed work in accordance with the plans and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump sum prices as submitted on the Bid Schedule attached hereto.

Accompanying this bid is a Bid Bond (Note to bidder: in the preceding blank space, please insert the words "Cash" or "a Cashier's Check" or "a Certified Check" or "a Bid Bond" as the case may be) in the amount equal to at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted for the base bid and all the deduct/add alternates, and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

The undersigned further agrees that should he be awarded the contract on the basis hereof and thereafter defaults in executing the required contract, with necessary bonds and documents, within ten (10) calendar days after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the Town of Yucca Valley and this bid and the acceptance thereof may be considered null and void.

The undersigned is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and shall comply with such

provisions and furnish proof of said insurance before commencing the performance of the work of this Contract.

The undersigned is licensed in accordance with the Contractors License Law, Business and Professions Code; Section 7000 *et seq.*, providing for the registration of contractors, California Contractor's License No. 784969 Class A, which expires on 09/30/2012.

Note: Bids which do not show the number and date of the Bidder's License under the provisions of Chapter 9 of Division 3 of the Business & Professions Code may be rejected.

Unless otherwise specified, the estimated construction quantities set forth in the Bid Schedule are approximate only, being given solely as a basis for the comparison of bids, and the Town does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

Final compensation under the contract shall be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done.

The Town reserves the right to reject any or all bids.

The contractor shall commence work of construction under the contract within the time specified within the Notice to Proceed. The contractor shall diligently prosecute the work to completion before the expiration of the contract completion period. The Notice to Proceed will be issued when the contract is fully executed. The contract completion period is inclusive of the time for delivery of materials.

The contract, if awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed and who complies with requirements of timely execution and return of the contract together with contract bonds.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

It is agreed that this bid may not be withdrawn for a period of sixty (60) calendar days from the date of opening thereof.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On JULY 25, 2011 before me, VAN P. DUNCAN, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared DOUG FORD, RICHARD G DUE

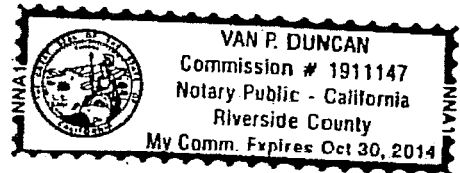
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Van P. Duncan
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

BID FORM

(Title or description of attached document)

YUCCA VALLEY

(Title or description of attached document continued)

Number of Pages 3 Document Date NO DATE

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

BID SCHEDULE

Item	Description	Qty.	Units	Unit Price	Extended Amount
1	Mobilization, bonds, insurance, water, clearing, clean-up, relocations, miscellaneous installation preparation, and demobilization, complete at the lump sum price of	1	LS(F)	\$ N/A	\$ <u>19,500.00</u>
2	Traffic Control	1	LS(F)	\$ <u>49,500</u>	\$ <u>49,500</u>
3	Type II Slurry Seal	2,339,007	SF	\$ <u>0.12</u>	\$ <u>280,680.84</u>
4	Cape Seal	1,094,926	SF	\$ <u>0.30</u>	\$ <u>328,477.80</u>
5	Skin Patch A.C.	168,294	SF	\$ <u>1.40</u>	\$ <u>235,611.60</u>
6	A.C. Removal and Replacement	4,000	SF	\$ <u>16.25</u>	\$ <u>65,000</u>
7	Traffic striping Rem. and Repl.	69,729	LF	\$ <u>0.79</u>	\$ <u>55,085.91</u>
8	Pavement legend/markings Removal and Replacement	7,032	SF	\$ <u>4.80</u>	\$ <u>33,753.60</u>
9	Raised Pavement Markers Removal and Replacement	1,900	EA	\$ <u>5.38</u>	\$ <u>10,222.00</u>

1,077,831.75

BASIS FOR LOW BID

TOTAL BID FOR ITEMS 1-9 *One Million Seventy Seven thousand Eight hundred Thirty One dollars and Seventy Five Cents* \$ 1,077,831.75
(Words) (Figures)

Note: (F) denotes Final Pay Item, no additional compensation will be allowed.

**BID SCHEDULE
FOR ADDITIVE BIDS
ITEMS 10-13**

Item	Description	Qty.	Units	Unit Price	Extended Amount
10.	Traffic Control	1	LS(F)	\$ 6900.00	\$ 6900.00
11.	Type II Slurry Seal	437,268	SF	\$ 0.12	\$ 52,472.16
12.	Pavement legend/markings Removal and Replacement	1,459	SF	\$ 4.86	\$ 7,090.74
13.	Raised Pavement Markers Removal and Replacement	40	EA	\$ 10.10	\$ 404.00

**BASIS FOR ADDITIVE
BID FOR ITEMS 10-13**

Sixty Six thousand Eight hundred \$ 66,866.90
Sixty Six dollars and Ninety cents (Words) (Figures)

END OF ADDENDUM NO. 3

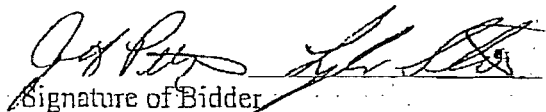
5. EXPERIENCE OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) The bidder has 20+ years of experience as a contractor in construction work and has been engaged in the contracting business under State License No. 784969, Class A for a period of 10 years.

2.) The bidder's three most recently completed contracts are:

	<u>1</u>	<u>2</u>	<u>3</u>
Title of Project:	See Attached List		
Owner:			
Address:			
Telephone Number:			
Contact Person:			
Date Completed:			

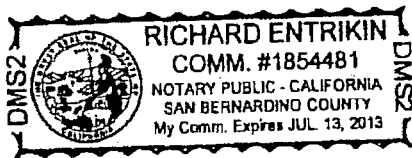

Signature of Bidder

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Bernardino } ss.

On July 25, 2011 before me, Richard Entrikin - Notary P.
Date Name and Title of Office (e.g., "Jane Doe, Notary Public")
 personally appeared Lyle Stone and Jeff Petty
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

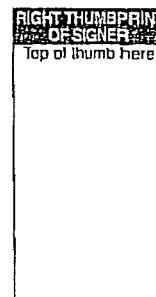
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



REFERENCE LIST

<u>AGENCY/CONTACT</u>	<u>PROJECT NAME</u>	<u>DOLLAR AMOUNT</u>	<u>DATE COMPLETED</u>
CITY OF ALISO VIEJO SHAUN PELLETIER (949)425-2533	FY 2010-11 SLURRY SEAL AND REHABILITATION PROJECT: 2010-064	PENDING	Jun-11
TOWN OF APPLE VALLEY RICHARD PEDERSEN (760)240-7000 X7352	MICRO SURFACE 2010-11 PROJECT NO. 2010-04	\$955,797.23	Jun-11
CITY OF WALNUT NATALIE AVILA (909)594-9702	2010-11 MAINTENANCE AREA 4 SLURRY SEAL PROGRAM	\$556,264.98	Jun-11
CITY OF RAN. CUCAMONGA ROMEO DAVID (909)477-2740 X4070	FY 2010/2011 LOCAL STREET PAVEMENT REHABILITATION (SLURRY SEAL) AT VARIOUS LOCATIONS	PENDING	Jul-11
CITY OF STANTON DANE BENNETT (714)379-9222 X205	FY 10-11 SLURRY SEAL PROJECT	\$159,200.00	Jun-11
CITY OF NEWPORT BEACH ALFRED CASTANON (949)644-3314	2010-2011 CITYWIDE SLURRY SEAL	PENDING	STRIPING IN PROGRESS
CITY OF EL CAJON MIKE DUDAS (619)441-1763	STREET RESURFACING 09 RUBBERIZED SLURRY VARIOUS STREETS	PENDING	STRIPING IN PROGRESS
CITY OF CLAREMONT VINCENT RAMOS (909)399-5395	RESIDENTIAL STREET RESURFACING	PENDING	STRIPING IN PROGRESS
CITY OF LA MESA MATT SOUTTERE (619)667-1171	ANNUAL STREET MAINTENANCE CITYWIDE- CRACK SEALING AND RUBBERIZED SLURRY COATING OF VARIOUS STREETS	PENDING	STRIPING IN PROGRESS

REFERENCE LIST

<u>AGENCY/CONTACT</u>	<u>PROJECT NAME</u>	<u>DOLLAR AMOUNT</u>	<u>DATE COMPLETED</u> <u>IN PROGRESS</u>
CITY OF ONTARIO GARY HARMS (909)395-2130	CITY OF ONTARIO 2011 SLURRY SEAL AND BRIDGE REPAIR PROJECT	PENDING	
CITY OF POWAY JEFF BEERS (858)668-4624	2011-2012 SLURRY SEAL AND TERMINAL BLEND CHIP SEAL PROJECT	PENDING	IN PROGRESS

6. LIST OF SUBCONTRACTORS

In compliance with the provisions of the Public Contract Code, Section 4104, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid. The undersigned bidder agrees that any portions of the work in excess of one-half of one percent (1/2 of 1%) of the total amount of this bid for which there is no subcontractor designated herein, will be performed by the undersigned. The portion of the work, which will be done by each subcontractor, is as follows:

<u>Work to be Performed</u>	<u>Subcontractor's Name & Place of Business</u>	<u>License No.</u>
1. <u>Chipseal, Skid Patch, B+R Asphalt</u>	<u>Copp Contracting</u> <u>PO Box 457</u> <u>Yucca Park CA 90621</u>	<u>384209</u>
2. <u>Remove & Replace Striping Marking, Legends & RPO'S</u>	<u>Chrisp Co.</u> <u>2280 S. Lilac Ave</u> <u>Birmingham CA 92914</u>	<u>374600</u>
3. _____ _____	_____	_____
4. _____ _____	_____	_____
5. _____ _____	_____	_____
6. _____ _____	_____	_____

7. MAJOR MATERIAL SUPPLIERS INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

ITEM / MATERIAL	MANUFACTURER	SUPPLIER
1. <u>Type II Aggregate</u>	<u>Coachella Valley Aggregates</u>	
2. <u>Slurry Emulsions</u>		<u>Ergon</u>
3. <u>Chip Rock</u>		<u>Coachella Valley Aggregates</u>
4. <u>Chip Oil</u>		<u>Ergon</u>
5. <u>AC</u>		<u>ERASKA</u>
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

Note: Awarding of a contract under this bid will not imply approval by the Town of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after the bid opening unless equipment or material of the listed manufacturers or suppliers cannot meet the specifications or unless otherwise approved by the Town Engineer.

8. CONTRACTOR'S INDUSTRIAL SAFETY RECORD

The information required for these items is the same as required for Columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Record Last Five (5) Full Years

	Number of Contracts	Total Amount of Contracts (thousands of dollars)	Number of fatalities	Number of lost work days	Number of lost workday cases involving permanent transfer to another job or termination of employee
Current Year thus far	70	8,169	0	0	0
2009	95	20,198 28,498	0	5	0
2008	81	28,498	0	0	0
2007	73	24,380	0	0	0
2006	97	19,944	0	0	0
2005	80	18,395	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

American Asphalt South, Inc.
Name of Bidder


Signature

14436 Santa Ana Avenue
Address

784989 A
State Contractor's Lic. No.

Fontana CA 92337
Town State Zip Code

(909)427-8276 (909)427-8279
Telephone No. FAX No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

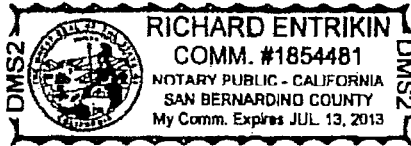
On July 25, 2011 before me, Richard Entrikin - Notary P.
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lyle Stone and Jeff Petty
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

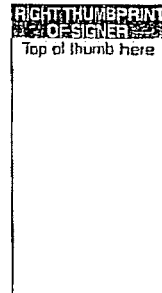
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



9. CERTIFICATION OF SAFETY REQUIREMENTS

To work as a contractor or vendor with the Town of Yucca Valley, your organization is required to certify that it has an active on-the-job written Injury and Illness Prevention Program. This program is essential to make the job as accident-free as possible and to comply with Federal and State Safety Standards.

The undersigned bidder hereby certifies that his/her organization has an active written Injury and Illness Prevention Program, as required by Cal-OSHA under Title 8, General Industry Safety Orders Section 3203 and/or the CSO Section 1509, that ensures compliance with and enforcement of current minimum Cal-OSHA Safety Standards, and that his/her organization has knowledge of these standards that are applicable to the job operations. This includes a program for ensuring employees have been trained to recognize hazards of their job.

The undersigned bidder also hereby certifies that his/her organization has an active written Hazard Communication Program with evidence that all employees have been trained in safe use and handling of chemicals on the job site, and a file which will be made available for review by the Town of Yucca Valley of each Material Safety Data Sheet (MSDS) on those chemicals kept on the site.

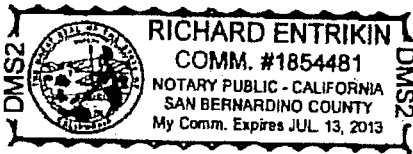
Signature of bidder: *John F. [Signature]* *[Signature]*
Title: *Vice President* *Secretary*
Name of Organization: *American Asphalt South, Inc.*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } 55.

On July 25, 2011 before me, Richard Entrikin - Notary P.
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lyle Stone and Jeff Petty
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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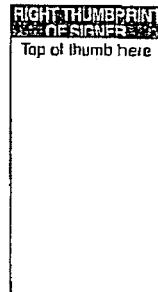
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



10. NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss
County of _____)

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

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

By: Jeff Petty Lyle Stone
Vice President Secretary
Title

Date: July 25th, 2011

The names of all persons interested in the foregoing bid as principals are as follows:

Note: If bidder is a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof; If a firm or co-partnership, state the true name of firm and give the names of all individual co-partners composing the firm; if bidder or other interested person is an individual, so state and give first and last name in full.

American Asphalt South, Inc.

Allan Henderson - President

Jeff Petty - Vice President

Lyle Stone - Secretary

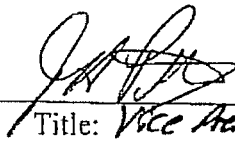
Legal Business Name American Asphalt South, Inc

Address: 14436 Santa Ana Avenue, Fontana, CA 92337

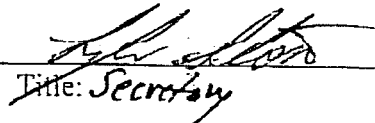
Phone Number: (909) 427-8276 Fax Number: (909) 427-8279

I, Jeff Petty and Lyle Stone (name of bidder), hereby certify under penalty of perjury that all information and representations contained in this bid, including but not limited to the name of bidder, and above contractor's license and expiration date, are true and correct and that I agree to comply with all requirements set forth herein.

Note: Two notarized officer's signatures and the corporate seal are required for corporations. One signature must be by either the President or Vice-President and the second signature must be by either the Secretary or Assistant Secretary.

Signature of bidder 
Title: Vice President

"corporate seal"
(if available)

Signature of bidder 
Title: Secretary

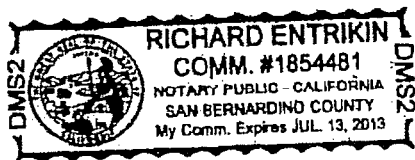
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Bernardino } ss.

On July 25 2011 before me, Richard Entrikin - Notary P.
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Lyle Stone and Jeff Petty
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Richard Entrikin
Signature of Notary Public

OPTIONAL

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

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Document Date: _____ Number of Pages: _____

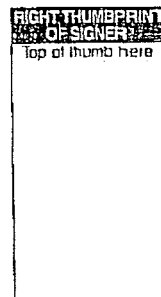
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



BID SCHEDULE

Item	Description	Qty.	Units	Unit Price	Extended Amount
1	Mobilization, bonds, insurance, water, clearing, clean-up, relocations, miscellaneous installation preparation, and demobilization, complete at the lump sum price of	1	LS(F)	\$ N/A	\$15,000. ⁰⁰
2	Traffic Control	1	LS(F)	\$17,185. ⁰⁰	\$17,185. ⁰⁰
3	Type II Slurry Seal	2,339,007	SF	\$0.12	\$280,680.84
4	Cape Seal	1,094,926	SF	\$0.42	\$459,868.92
5	Skin Patch A.C.	168,294	SF	\$0.95	\$159,879.30
6	A.C. Removal and Replacement	4,000	SF	\$6.40	\$24,400. ⁰⁰
7	Traffic striping Rem. and Repl.	69,729	LF	\$0.70	\$48,810.30
8	Pavement legend/markings Removal and Replacement	7,032	SF	\$5.00	\$35,160. ⁰⁰
9	Raised Pavement Markers Removal and Replacement	1,900	EA	\$6. ⁰⁰	\$11,400. ⁰⁰

BASIS FOR LOW BID

TOTAL BID FOR ITEMS 1-9

one million fifty four thousand, three

hundred eighty four dollars ^{thirty six} cents

(Words)

\$1,054,384.32

(Figures)

Note: (F) denotes Final Pay Item, no additional compensation will be allowed.

**BID SCHEDULE
FOR ADDITIVE BIDS
ITEMS 10-13**

Item	Description	Qty.	Units	Unit Price	Extended Amount
10.	Traffic Control	1	LS(F)	<u>\$ 1500.⁰⁰</u>	<u>\$ 1500.⁰⁰</u>
11.	Type II Slurry Seal	437,268	SF	<u>\$ 0.12</u>	<u>\$ 52,472.16</u>
12.	Pavement legend/markings Removal and Replacement	1,459	SF	<u>\$ 5.⁰⁰</u>	<u>\$ 7,295.⁰⁰</u>
13.	Raised Pavement Markers Removal and Replacement	40	EA	<u>\$ 6.⁰⁰</u>	<u>\$ 240.⁰⁰</u>

**BASIS FOR ADDITIVE
BID FOR ITEMS 10-13**

Sixty one thousand five hundred
seven dollars sixteen cents
(Words) \$ 61,507.16
(Figures)

END OF ADDENDUM NO. 3

**BID SCHEDULE
FOR ADDITIVE BIDS
ITEMS 10-13**

Item	Description	Qty.	Units	Unit Price	Extended Amount
10.	Traffic Control	1	LS(F)	\$ _____	\$ _____
11.	Type II Slurry Seal	437,268	SF	\$ _____	\$ _____
12.	Pavement legend/markings Removal and Replacement	1,459	SF	\$ _____	\$ _____
13.	Raised Pavement Markers Removal and Replacement	40	EA	\$ _____	\$ _____
BASIS FOR ADDITIVE BID FOR ITEMS 10-13		_____		\$ _____	_____
		(Words)			(Figures)

Note: (F) denotes Final Pay Item, no additional compensation will be allowed.

Bidder acknowledges receipt of the following Addendum:

Addendum No. 1

Date: July 18, 2011

Addendum No. 2

Date: July 25, 2011

Addendum No. 3

Date: July 25, 2011

The undersigned has checked carefully all of the above figures and understands that the Town shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Attached to this Bid is cash, or a cashiers check or certified check in favor of the Town of Yucca Valley, in an amount equal to at least ten percent (10 %) of the grand total of all items, or a bid bond for said amount in the form furnished by the Town, with the understanding that said security shall be held by the Town until the agreement for doing the work has been entered into, and that said total security shall be forfeited to the Town as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents regardless of the actual total of the bids included in the awards. If awarded the contract, the undersigned agrees that in the

event of such failure, the actual amount of damages to the Town would be impractical and extremely difficult to determine.

Firm Name: American Asphalt South, Inc. Dated: July 25th, 2011
Name of Bidder: Jeff Petty, Lyle Stone Phone: (909) 427-8276
Vice President Secretary
Signature of Bidder: [Signatures] Fax: (909) 427-8279

Please indicate whether proprietorship, corporation, or partnership and any use of fictitious business name:

Corporation Partnership Proprietorship

Fictitious Business Name N/A

3. BIDDER'S BOND

TOWN OF YUCCA VALLEY, STATE OF CALIFORNIA

KNOWN ALL PERSONS BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the Town of Yucca Valley as Obligee, hereinafter called Obligee, in the sum of _____ dollars, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors or assigns, jointly and severally, firmly by these presents.

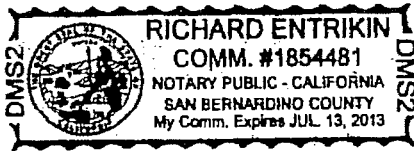
THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain bid of the above bounded _____ to the Town of Yucca Valley dated _____, 20____ is accepted by the Town of Yucca Valley, and if the above bounded Principal, his heirs, executors, administrators, successors, and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) calendar days from the date of the mailing of a notice to the above bounden Principal by and from the said Town of Yucca Valley that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On July 25, 2011 before me, Richard Entrikin - Notary P.
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lyle Stone and Jeff Petty
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

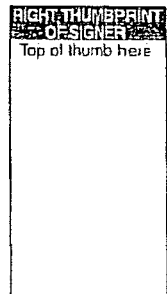
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



event of such failure, the actual amount of damages to the Town would be impractical and extremely difficult to determine.

Firm Name: _____ Dated: _____

Name of Bidder: _____ Phone: _____

Signature of Bidder: _____ Fax: _____

Please indicate whether proprietorship, corporation, or partnership and any use of fictitious business name:

_____ Corporation _____ Partnership _____ Proprietorship

Fictitious Business Name _____

3. BIDDER'S BOND

TOWN OF YUCCA VALLEY, STATE OF CALIFORNIA

KNOWN ALL PERSONS BY THESE PRESENTS:

That we, American Asphalt South, Inc. as Principal, and The Guarantee Company of North America USA as Surety, are held and firmly bound unto the Town of Yucca Valley as Obligee, hereinafter called Obligee, in the sum of Ten Percent of Amount Bid dollars, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain bid of the above bounded American Asphalt South, Inc. to the Town of Yucca Valley dated July 26th, 2011 is accepted by the Town of Yucca Valley, and if the above bounded Principal, his heirs, executors, administrators, successors, and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) calendar days from the date of the mailing of a notice to the above bounden Principal by and from the said Town of Yucca Valley that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 12th day of July, 20 11.

American Asphalt South, Inc.
Principal

By [Signature]
Title: Jeff Petty, Vice President

"corporate seal"

By [Signature]
Title: Lyle Stone, Secretary

The Guarantee Company of North America USA
Surety

"corporate seal"

By [Signature]
Attorney-in-Fact - Barbara Beeny

PLEASE ATTACH NOTARY ACKNOWLEDGMENT

4. INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) Address: 14436 Santa Ana, Fontana, CA 92337

2.) Telephone: (909) 427-8276 Fax: (909) 427-8297

3.) Type of firm - Individual, Partnership, or Corporation: Corporation

4.) Corporation organized under the laws of the State of: California

5.) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:

- a. _____
- b. _____
- c. _____
- d. _____

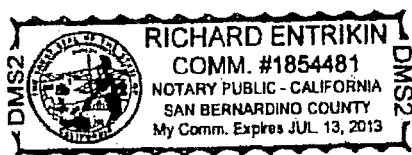
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of San Bernardino } ss.

On July 25, 2011 before me, Richard Entrikin - Notary P.
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Lyle Stone and Jeff Petty
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public

OPTIONAL

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

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Title or Type of Document: _____

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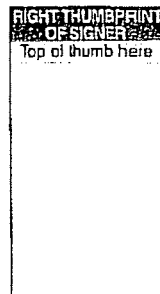
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____





THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Teats, Susan Lee, Barbara Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler
Interwest Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of February, 2010.



STATE OF MICHIGAN
County of Oakland

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 2nd day of February, 2010 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of said Company this 12th day of July, 2011



Randall Musselman, Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Butte

On July 12th, 2011 before me, Elizabeth Colloidi, Notary Public

(Here insert name and title of the officer)

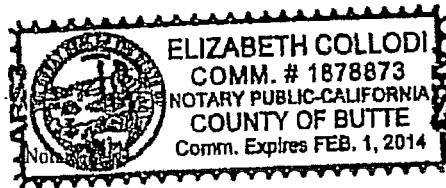
personally appeared Barbara Beeny

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

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

WITNESS my hand and official seal.

Elizabeth Colloidi
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

American Asphalt South, Inc.

(Title or description of attached document continued)

Number of Pages 2 Document Date 07/12/2011

The Guarantee Company of North America USA

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-In-Fact
- Trustee(s)
- Other _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20 _____.

Principal _____

By _____
Title: _____

"corporate seal"

By _____
Title: _____

"corporate seal"

Surety _____

By _____
Attorney-in-Fact

PLEASE ATTACH NOTARY ACKNOWLEDGMENT

4. INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) Address: 14436 Santa Ana Avenue, Fontana, CA 91737

2.) Telephone: (909) 427-8276 Fax: (909) 427-8279

3.) Type of firm - Individual, Partnership, or Corporation: Corporation

4.) Corporation organized under the laws of the State of: California

5.) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:

a. Allan Henderson - President

b. Jeff Petty - Vice President

c. Lyle Stone - Secretary

d. _____

6.) List the name of the person who inspected the site of the proposed work for your firm:

Tyler Skender

7.) Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

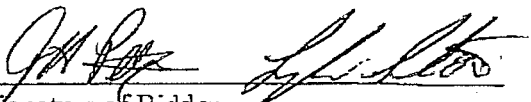
Name of Bank

Address

a. Pacific Western Bank

74-750 Hwy 111, Indian Wells, CA 92210

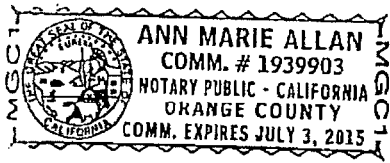
b. _____


Signature of Bidder

NOTE: Upon request of the Town, the bidder shall furnish a notarized financial statement, financial data, construction experience, or other information.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 24th day
of July, 2011, by Lawrence Allan
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.



(Seal)

Signature Ann Marie Allan

11. CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

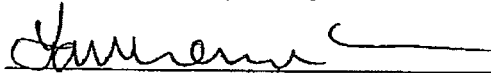
I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. The pertinent requirements and wage rates are on file at the office of the Town Engineer, 58928 Business Center Drive, Yucca Valley, California, 92284.

Ray Allan Slurry Seal Inc.
Name of Company

11922 Bloomfield Ave
Address

Santa Fe Springs, Ca. 90620
City, State, and Zip Code

Lawrence Allan
Name of Bidder (printed)


Signature of Bidder

7-25-11
Date

TOWN OF YUCCA VALLEY

ADDENDUM NO. 1

To Contract Documents and Specifications Dated July 2, 2011

**TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT**

Date Issued: July 18, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. Section 3 Permits and Licenses, Paragraph 2 is amended to add "Classification C-12: Earthwork and Paving Contractor" and reads as follows:

"Contractor must have at the time of bid opening for this project the following California classification of Contractor's license and experience:

Classification A: General Engineering Contractor

and/or

Classification C-12: Earthwork and Paving Contractor

and/or

Classification C-32: Parking and Highway Improvement Contractor

END OF ADDENDUM NO. 1

TOWN OF YUCCA VALLEY

ADDENDUM NO. 2

To Contract Documents and Specifications Dated July 2, 2011

TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT

Date Issued: July 25, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. The item in the bid schedule on Page 4-4 "Pavement markers – Type _____ (removal and replacement)" shall be replaced as follows:

9 Raised Pavement Markers	1,900	EA	\$ _____	\$ _____
Removal and Replacement				

END OF ADDENDUM NO. 2

TOWN OF YUCCA VALLEY

ADDENDUM NO. 3

To Contract Documents and Specifications Dated July 2, 2011

**TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT**

Date Issued: July 25, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. The following Bid Schedule shall replace sheets 4-4 and 4-5.

SECTION IV

BID FORMS

1. **BID**

TO THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY:

The undersigned, as bidder, declares that; (1) this bid is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein, (2) bidder has carefully examined the project plans, specifications, instructions to bidders, bid, notice to contractors and all other information furnished therefore, and the site of the proposed work, and (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished.

Furthermore, bidder agrees that submission of this bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the Town Council of the Town of Yucca Valley, to perform said proposed work in accordance with the plans and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump sum prices as submitted on the Bid Schedule attached hereto.

Accompanying this bid is Bidders' Bond 10% of base bid (Note to bidder: in the preceding blank space, please insert the words "Cash" or "a Cashier's Check" or "a Certified Check" or "a Bid Bond" as the case may be) in the amount equal to at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted for the base bid and all the deduct/add alternates, and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

The undersigned further agrees that should he be awarded the contract on the basis hereof and thereafter defaults in executing the required contract, with necessary bonds and documents, within ten (10) calendar days after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the Town of Yucca Valley and this bid and the acceptance thereof may be considered null and void.

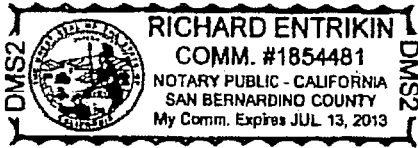
The undersigned is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and shall comply with such

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On July 25, 2011 before me, Richard Entrikin - Notary P.
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lyle Stone and Jeff Petty
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

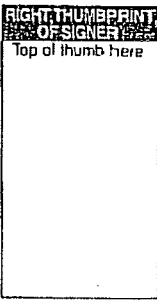
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



provisions and furnish proof of said insurance before commencing the performance of the work of this Contract.

The undersigned is licensed in accordance with the Contractors License Law, Business and Professions Code; Section 7000 *et seq.*, providing for the registration of contractors, California Contractor's License No. 303609 Class A ; C-32, which expires on 09-30-12.

Note: Bids which do not show the number and date of the Bidder's License under the provisions of Chapter 9 of Division 3 of the Business & Professions Code may be rejected.

Unless otherwise specified, the estimated construction quantities set forth in the Bid Schedule are approximate only, being given solely as a basis for the comparison of bids, and the Town does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

Final compensation under the contract shall be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done.

The Town reserves the right to reject any or all bids.

The contractor shall commence work of construction under the contract within the time specified within the Notice to Proceed. The contractor shall diligently prosecute the work to completion before the expiration of the contract completion period. The Notice to Proceed will be issued when the contract is fully executed. The contract completion period is inclusive of the time for delivery of materials.

The contract, if awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed and who complies with requirements of timely execution and return of the contract together with contract bonds.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

It is agreed that this bid may not be withdrawn for a period of sixty (60) calendar days from the date of opening thereof.

The names of all persons interested in the foregoing bid as principals are as follows:

Note: If bidder is a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof; If a firm or co-partnership, state the true name of firm and give the names of all individual co-partners composing the firm; if bidder or other interested person is an individual, so state and give first and last name in full.

Doug Ford, President

Richard Gove, Secretary

Bernard Hale, Treasurer


Legal Business Name Pavement Coatings Co.

Address: 10240 San Sevaine Way, Mira Loma, CA 91752


Phone Number: 714/826-3011 Fax Number: 714/826-3129

I, Doug Ford (name of bidder), hereby certify under penalty of perjury that all information and representations contained in this bid, including but not limited to the name of bidder, and above contractor's license and expiration date, are true and correct and that I agree to comply with all requirements set forth herein.


Note: Two notarized officer's signatures and the corporate seal are required for corporations. One signature must be by either the President or Vice-President and the second signature must be by either the Secretary or Assistant Secretary.

Signature of bidder  DOUG FORD
Title: President

"corporate seal"
(if available)

Signature of bidder  Richard Gove
Title: Secretary

event of such failure, the actual amount of damages to the Town would be impractical and extremely difficult to determine.

Firm Name: Pavement Coatings Co. Dated: 07-25-11
Name of Bidder: Doug Ford Phone: 714/826-3011
Signature of Bidder:  Fax: 714/826-3129

Please indicate whether proprietorship, corporation, or partnership and any use of fictitious business name:

Corporation Partnership Proprietorship

Fictitious Business Name None

3. BIDDER'S BOND

TOWN OF YUCCA VALLEY, STATE OF CALIFORNIA

KNOWN ALL PERSONS BY THESE PRESENTS:

That we, Pavement Coatings Co. as Principal, and First National Insurance Company of America as Surety, are held and firmly bound unto the Town of Yucca Valley as Obligee, hereinafter called Obligee, in the sum of Ten Percent of Amount Bid dollars, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain bid of the above bounded Pavement Coatings Co. to the Town of Yucca Valley dated July 26, 2011 is accepted by the Town of Yucca Valley, and if the above bounded Principal, his heirs, executors, administrators, successors, and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) calendar days from the date of the mailing of a notice to the above bounden Principal by and from the said Town of Yucca Valley that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 18th day of July, 20 11.

Pavement Coatings Co.
Principal

By [Signature] DOUG FORD
Title: President

"corporate seal"

By [Signature]
Title: Secretary

First National Insurance Company of America
Surety

"corporate seal"

By [Signature]
Attorney-in-Fact Richard L. Wells

PLEASE ATTACH NOTARY ACKNOWLEDGMENT

4. INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) Address: 10240 San Sevaine Way, Mira Loma, CA 91752

2.) Telephone: 714/826-3011 Fax: 714/826-3129

3.) Type of firm - Individual, Partnership, or Corporation: Corporation

4.) Corporation organized under the laws of the State of: California

5.) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:

a. Doug Ford, President

b. Richard Gove, Secretary

c. Bernard Hale, Treasurer

d. _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On JULY 29, 2011 before me, VAN P. DUNCAN, NOTARY PUBLIC
(Here insert name and title of the officer)

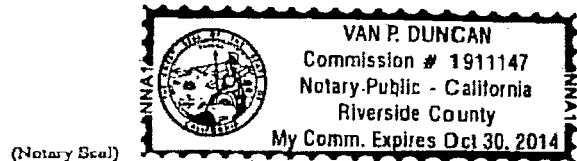
personally appeared DOUG FORD, RICHARD LOVE

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

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

WITNESS my hand and official seal.

Van P. Duncan
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

BUDWISERS BOND
(Title or description of attached document)

YUCCA VALLEY
(Title or description of attached document continued)

Number of Pages 2 Document Date 7-26-11

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

P. 227 ⁷ecurely attach this document to the signed document

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4562012

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint. **LYNN A. BEIMER, RICHARD L. WELLS, ALL OF THE CITY OF BREA, STATE OF CALIFORNIA**.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of May 2011.



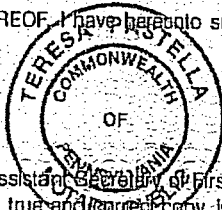
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of May, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOIED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 18th day of July, 2011.



By David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

currency rate, interest rate or residual value guarantees.

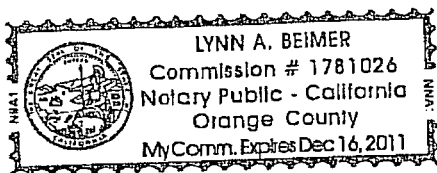
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
County of Orange

On July 18, 2011 before me, Lynn A. Beimer, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard L. Wells
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature *Lynn A. Beimer*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

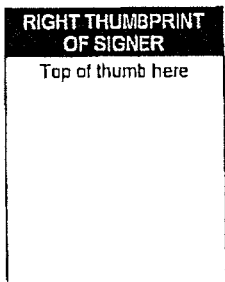
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

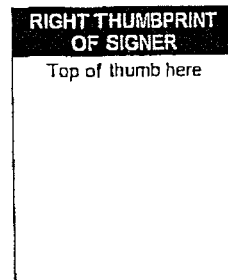
Signer is Representing: _____



Signer's Name: _____

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

Signer is Representing: _____




6.) List the name of the person who inspected the site of the proposed work for your firm:

Bryan Boudreaux

7.) Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

	<u>Name of Bank</u>	<u>Address</u>
a.	Wells Fargo Bank	4141 Inland Empire Blvd., Ste 350 Ontario, CA 91764
b.		



Signature of Bidder

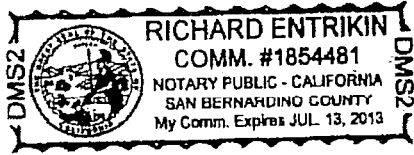
NOTE: Upon request of the Town, the bidder shall furnish a notarized financial statement, financial data, construction experience, or other information.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino } ss.

On July 25, 2011 before me, Richard Entrikin - Notary P.
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lyle Stone and Jeff Petty
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

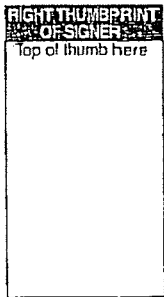
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



11. CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. The pertinent requirements and wage rates are on file at the office of the Town Engineer, 58928 Business Center Drive, Yucca Valley, California, 92284.

American Asphalt Seals, Inc.
Name of Company

14936 Santa Ana Avenue
Address

Fountain, CA 92337
City, State, and Zip Code

Jeff Petty Lyle Stone
Name of Bidder (printed)

Jeff Petty Lyle Stone
Signature of Bidder

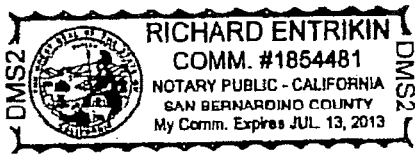
July 25th, 2011
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On July 25 2011 before me, Richard Entrikin - Notary P.
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lyle Stone and Jeff Petty
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

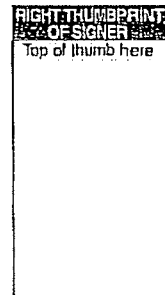
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



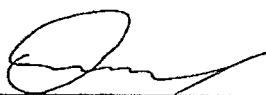
5. EXPERIENCE OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) The bidder has 37 years of experience as a contractor in construction work and has been engaged in the contracting business under State License No. 303609, Class A ; C-32 for a period of 2 years.

2.) The bidder's three most recently completed contracts are:

	<u>1</u>	<u>2</u>	<u>3</u>
Title of Project:	FY 2010-2011 Slurry Seal Project #61058	Street Maintenance Project 2011	Placing of Slurry Seal Spec #09/10-09
Owner:	City of Placentia	City of Calipatria	City of Bellflower
Address:	401 E. Chapman Ave. Placentia, CA 92870	125 N. Park Ave. Calipatria, CA 92238	16600 Civic Center Dr. Bellflower, CA 90705
Telephone Number:	714/993-6131	760/337-3883	562/804-1424
Contact Person:	Robert Makowski	Juny Marmolejo	Frank Preciado
Date Completed:	05-27-11	03-12-11	08/11/10



 Signature of Bidder

6. LIST OF SUBCONTRACTORS

In compliance with the provisions of the Public Contract Code, Section 4104, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid. The undersigned bidder agrees that any portions of the work in excess of one-half of one percent (1/2 of 1%) of the total amount of this bid for which there is no subcontractor designated herein, will be performed by the undersigned. The portion of the work, which will be done by each subcontractor, is as follows:

<u>Work to be Performed</u>	<u>Subcontractor's Name & Place of Business</u>	<u>License No.</u>
1. <u>Mat^{DF} Skin Patch</u> <u>R+R AC</u>	<u>Matich Corp</u> <u>P.O. Box 50,000</u> <u>San Bernardino, CA.</u>	<u>149783</u>
2. <u>R+R Striping</u> <u>Markers</u>	<u>Krisp Company</u> <u>2280 S. Lilac</u> <u>Bloomington, CA.</u>	<u>374600</u>
3. _____ _____	_____ _____	_____
4. _____ _____	_____ _____	_____
5. _____ _____	_____ _____	_____
6. _____ _____	_____ _____	_____

7. MAJOR MATERIAL SUPPLIERS INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

ITEM / MATERIAL	MANUFACTURER	SUPPLIER
1. <u>Aggregate</u>	<u>Coachella Valley Aggs</u>	<u>Coachella Valley Aggs</u>
2. <u>Emission - CBS-1H RMCRS-2</u>	<u>Ergon Asphalt</u>	<u>Ergon Asphalt</u>
3. <u>Asphalt Concrete</u>	<u>Matich Corp</u>	<u>Matich Corp</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

Note: Awarding of a contract under this bid will not imply approval by the Town of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after the bid opening unless equipment or material of the listed manufacturers or suppliers cannot meet the specifications or unless otherwise approved by the Town Engineer.

8. CONTRACTOR'S INDUSTRIAL SAFETY RECORD


The information required for these items is the same as required for Columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Record Last Five (5) Full Years

	Number of Contracts	Total Amount of Contracts (thousands of dollars)	Number of fatalities	Number of lost work days	Number of lost workday cases involving permanent transfer to another job or termination of employee
Current Year thus far	46	6,621	0	21	0
2009	73	11,149	0	2	1
2008	62	11,936	0	0	0
2007	47	8,519	0	0	0
2006	79	5,686	0	1	0
2005	65	6,661	8	85	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Doug Ford / Pavement Coatings Co.
Name of Bidder


Signature

10240 San Sevaine Way
Address

303609
State Contractor's Lic. No.

Mira Loma, CA 91752
Town State Zip Code

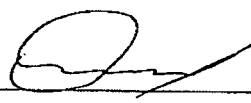
714/826-3011 714/826-3129
Telephone No. FAX No.

9. CERTIFICATION OF SAFETY REQUIREMENTS

To work as a contractor or vendor with the Town of Yucca Valley, your organization is required to certify that it has an active on-the-job written Injury and Illness Prevention Program. This program is essential to make the job as accident-free as possible and to comply with Federal and State Safety Standards.

The undersigned bidder hereby certifies that his/her organization has an active written Injury and Illness Prevention Program, as required by Cal-OSHA under Title 8, General Industry Safety Orders Section 3203 and/or the CSO Section 1509, that ensures compliance with and enforcement of current minimum Cal-OSHA Safety Standards, and that his/her organization has knowledge of these standards that are applicable to the job operations. This includes a program for ensuring employees have been trained to recognize hazards of their job.

The undersigned bidder also hereby certifies that his/her organization has an active written Hazard Communication Program with evidence that all employees have been trained in safe use and handling of chemicals on the job site, and a file which will be made available for review by the Town of Yucca Valley of each Material Safety Data Sheet (MSDS) on those chemicals kept on the site.

Signature of bidder:  _____

Title: President

Name of Organization: Pavement Coatings Co.

10. NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss
County of Riverside)

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

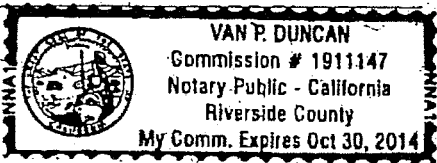
Subscribed and sworn to before me this 25th day of July, 2011.

By: [Signature]

President
Title

Date: 07-25-11

[Signature]
Notary Public



11. CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. The pertinent requirements and wage rates are on file at the office of the Town Engineer, 58928 Business Center Drive, Yucca Valley, California, 92284.

Pavement Coatings Co.

Name of Company

10240 San Sevaine Way

Address

Mira Loma, CA 91752

City, State, and Zip Code

Doug Ford

Name of Bidder (printed)

Signature of Bidder

07-25-11

Date

SECTION IV

BID FORMS

1. BID

TO THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY:

The undersigned, as bidder, declares that: (1) this bid is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein, (2) bidder has carefully examined the project plans, specifications, instructions to bidders, bid, notice to contractors and all other information furnished therefore, and the site of the proposed work, and (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished.

Furthermore, bidder agrees that submission of this bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the Town Council of the Town of Yucca Valley, to perform said proposed work in accordance with the plans and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump sum prices as submitted on the Bid Schedule attached hereto.

Accompanying this bid is Bidders Bond (Note to bidder: in the preceding blank space, please insert the words "Cash" or "a Cashier's Check" or "a Certified Check" or "a Bid Bond" as the case may be) in the amount equal to at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted for the base bid and all the deduct/add alternates, and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

The undersigned further agrees that should he be awarded the contract on the basis hereof and thereafter defaults in executing the required contract, with necessary bonds and documents, within ten (10) calendar days after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the Town of Yucca Valley and this bid and the acceptance thereof may be considered null and void.

The undersigned is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and shall comply with such

provisions and furnish proof of said insurance before commencing the performance of the work of this Contract.

The undersigned is licensed in accordance with the Contractors License Law, Business and Professions Code; Section 7000 *et seq.*, providing for the registration of contractors, California Contractor's License No. 746432 Class A, which expires on 02/29/12.

Note: Bids which do not show the number and date of the Bidder's License under the provisions of Chapter 9 of Division 3 of the Business & Professions Code may be rejected.

Unless otherwise specified, the estimated construction quantities set forth in the Bid Schedule are approximate only, being given solely as a basis for the comparison of bids, and the Town does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

Final compensation under the contract shall be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done.

~~The Town reserves the right to reject any or all bids.~~

The contractor shall commence work of construction under the contract within the time specified within the Notice to Proceed. The contractor shall diligently prosecute the work to completion before the expiration of the contract completion period. The Notice to Proceed will be issued when the contract is fully executed. The contract completion period is inclusive of the time for delivery of materials.

The contract, if awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed and who complies with requirements of timely execution and return of the contract together with contract bonds.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

It is agreed that this bid may not be withdrawn for a period of sixty (60) calendar days from the date of opening thereof.

The names of all persons interested in the foregoing bid as principals are as follows:

Note: If bidder is a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof; If a firm or co-partnership, state the true name of firm and give the names of all individual co-partners composing the firm; if bidder or other interested person is an individual, so state and give first and last name in full.

Bond Blacktop, Inc.
Edward Dillon, President/Secretary/Treasurer

Legal Business Name Bond Blacktop, Inc.
Address: PO Box 666, Union City, CA 94587
Phone Number: (510)441-9981 Fax Number: (510)441-9982

I, Edward Dillon (name of bidder), hereby certify under penalty of perjury that all information and representations contained in this bid, including but not limited to the name of bidder, and above contractor's license and expiration date, are true and correct and that I agree to comply with all requirements set forth herein.

Note: Two notarized officer's signatures and the corporate seal are required for corporations. One signature must be by either the President or Vice-President and the second signature must be by either the Secretary or Assistant Secretary.

Signature of bidder Edward Dillon "corporate seal"
Title: President (if available)

Signature of bidder Edward Dillon
Title: Secretary

See attached Corporate Resolution

BID SCHEDULE

Item	Description	Qty.	Units	Unit Price	Extended Amount
1	Mobilization, bonds, insurance, water, clearing, clean-up, relocations, miscellaneous installation preparation, and demobilization, complete at the lump sum price of	1	LS(F)	\$ N/A	\$ 25,000.00
2	Traffic Control	1	LS(F)	\$ 50,460.00	\$ 50,460.00
3	Type II Slurry Seal	2,398,007	SF	\$ 0.14	\$ 327,460.98
4	Cape Seal	1,084,926	SF	\$ 0.36	\$ 394,173.36
5	Skin Patch A.C.	168,294	SF	\$ 1.62	\$ 272,636.28
6	A.C. Removal and Replacement	4,000	SF	\$ 14.85	\$ 59,400.00
7	Traffic striping Rem. and Repl.	68,729	LF	\$ 0.66	\$ 46,021.14
8	Pavement legend/markings Removal and Replacement	7,032	SF	\$ 5.62	\$ 39,519.84
9	Raised Pavement Markers Removal and Replacement	1,900	EA	\$ 6.80	\$ 12,920.00

BASIS FOR LOW BID
TOTAL BID FOR ITEMS 1-9

one million two hundred
twenty seven thousand
five hundred ninety - \$ 1,227,591.60
(Words) (Figures)

Note: (F) denotes Final Pay Item, no additional compensation will be allowed.

**BID SCHEDULE
FOR ADDITIVE BIDS
ITEMS 10-13**

Item	Description	Qty.	Units	Unit Price	Extended Amount
10.	Traffic Control	1	LS(F)	<u>\$ 2600.00</u>	<u>\$ 2600.00</u>
11.	Type II Slurry Seal	437,268	SF	<u>\$ 0.16</u>	<u>\$ 69,962.88</u>
12.	Pavement legend/markings Removal and Replacement	1,459	SF	<u>\$ 7.17</u>	<u>\$ 10,461.03</u>
13.	Raised Pavement Markers Removal and Replacement	40	EA	<u>\$ 10.70</u>	<u>\$ 428.00</u>

**BASIS FOR ADDITIVE
BID FOR ITEMS 10-13**

Eighty Three Thousand
five hundred fifty-
one dollars and
ninety-one cents
 (Words)

\$ 83,451.91
 (Figures)

END OF ADDENDUM NO. 3

**BID SCHEDULE
FOR ADDITIVE BIDS
ITEMS 10-13**

Item	Description	Qty.	Units	Unit Price	Extended Amount
10.	Traffic Control	1	LS(F)	\$ _____	\$ _____
11.	Type II Slurry Seal	437,268	SF	\$ _____	\$ _____
12.	Pavement legend/markings Removal and Replacement	1,469	SF	\$ _____	\$ _____
13.	Raised Pavement Markers Removal and Replacement	40	EA	\$ _____	\$ _____

**BASIS FOR ADDITIVE
BID FOR ITEMS 10-13**

_____ \$ _____
(Words) (Figures)

**See addendum #3 for items 10-13*

Note: (F) denotes Final Pay Item, no additional compensation will be allowed.

Bidder acknowledges receipt of the following Addendum:

Addendum No. 1

Date: 7/18/2011

Addendum No. 2

Date: 07-25-11

Addendum No. 3

Date: 07-25-11

The undersigned has checked carefully all of the above figures and understands that the Town shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Attached to this Bid is cash, or a cashiers check or certified check in favor of the Town of Yucca Valley, in an amount equal to at least ten percent (10 %) of the grand total of all items, or a bid bond for said amount in the form furnished by the Town, with the understanding that said security shall be held by the Town until the agreement for doing the work has been entered into, and that said total security shall be forfeited to the Town as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents regardless of the actual total of the bids included in the awards. If awarded the contract, the undersigned agrees that in the

event of such failure, the actual amount of damages to the Town would be impractical and extremely difficult to determine.

Firm Name: Bond Blacktop, Inc. Dated: 07-25-11
Name of Bidder: Edward Dillon Phone: (510)441-9981
Signature of Bidder: Edward Dillon Fax: (510)441-9982

Please indicate whether proprietorship, corporation, or partnership and any use of fictitious business name:

Corporation Partnership Proprietorship

Fictitious Business Name _____

3. BIDDER'S BOND

TOWN OF YUCCA VALLEY, STATE OF CALIFORNIA

KNOWN ALL PERSONS BY THESE PRESENTS:

That we, Bond Blacktop, Inc. as Principal, and International Fidelity Insurance Company as Surety, are held and firmly bound unto the Town of Yucca Valley as Obligee, hereinafter called Obligee, in the sum of Ten Percent of Amount Bid (10%) dollars, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain bid of the above bounded Bond Blacktop, Inc. to the Town of Yucca Valley dated _____, 20____ is accepted by the Town of Yucca Valley, and if the above bounded Principal, his heirs, executors, administrators, successors, and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) calendar days from the date of the mailing of a notice to the above bounden Principal by and from the said Town of Yucca Valley that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 22nd day of July, 20 11.

Bond Blacktop, Inc.
Principal

By Edward Dillon
Title: Edward Dillon, President

"corporate seal"

By Edward Dillon
Title: Edward Dillon, Secretary

"corporate seal"

International Fidelity Insurance Company
Surety

By Stacy M. Clinton
Attorney-in-Fact Stacy M. Clinton

PLEASE ATTACH NOTARY ACKNOWLEDGMENT

4. INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

- 1.) Address: PO Box 616, Union City, CA 94587
- 2.) Telephone: (510) 441-9981 Fax: (510) 441-9982
- 3.) Type of firm - Individual, Partnership, or Corporation: Corporation
- 4.) Corporation organized under the laws of the State of: California
- 5.) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:

a. Edward Dillon, President/Secretary/Treasurer
PO Box 616
Union City, CA 94587

b. _____

c. _____

d. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma

On July 22, 2011 before me, Nancy L. Wallis, Notary Public
Date Here Insert Name and Title of the Officer

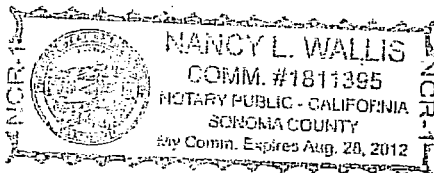
personally appeared Stacy M. Clinton
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Nancy L. Wallis*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

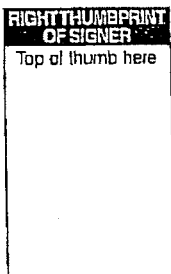
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stacy M. Clinton

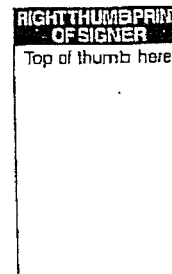
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

ACKNOWLEDGMENT

State of California
County of Alameda)

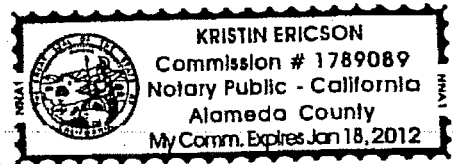
On July 25, 2011 before me, Kristin Ericson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Kristin Ericson* (Seal)



BOND

BLACKTOP, Inc.
COMPLETE ASPHALT MAINTENANCE

Certification by Secretary of Corporate Resolution

At the meeting of the Directors of Bond Blacktop, Inc., a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on April 22nd, 2004 at which a quorum of the directors was present the following resolution was adopted to wit:

Resolved, that Edward Dillon, President and Secretary is hereby authorized to sign contracts/agreements in the name of and on behalf of Bond Blacktop, Inc.

I, Edward Dillon, Secretary of Bond Blacktop Inc., do hereby certify that I am Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on April 22nd, 2004 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

4/22/04
Date

Edward Dillon
Edward Dillon, Secretary

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ANN HORDER, K. DIXON WRIGHT, NANCY L. WALLIS, DONNALYN REVIS,
JANE A. PINNEY, KANDACE L. REEVES, STACY M. CLINTON, VENETIA G. JOHNSON

of
a, CA.

As my lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and to execute and deliver any and all such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

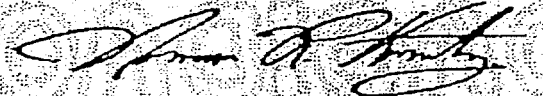
Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

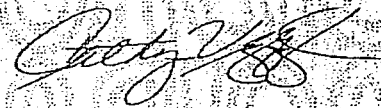


Secretary



On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey, the day and year first above written.



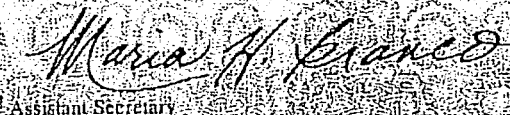
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the BY-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of July, 2011

P. 252



Assistant Secretary

6.) List the name of the person who inspected the site of the proposed work for your firm:

Tim Robertson

7.) Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

<u>Name of Bank</u>	<u>Address</u>
a. <u>Valley Community Bank</u>	<u>1150 S. Bascom San Jose, CA</u>
b. _____	

Edward Dillon
Signature of Bidder

NOTE: Upon request of the Town, the bidder shall furnish a notarized financial statement, financial data, construction experience, or other information.

5. EXPERIENCE OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) The bidder has 25⁺ years of experience as a contractor in construction work and has been engaged in the contracting business under State License No. 746432
 Class A for a period of 14 years.

2.) The bidder's three most recently completed contracts are:

	<u>1</u>	<u>2</u>	<u>3</u>
Title of Project:	See attached		
Owner:			
Address:			
Telephone Number:			
Contact Person:			
Date Completed:			

Edward Dillon
 Signature of Bidder

6. LIST OF SUBCONTRACTORS

In compliance with the provisions of the Public Contract Code, Section 4104, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid. The undersigned bidder agrees that any portions of the work in excess of one-half of one percent (1/2 of 1%) of the total amount of this bid for which there is no subcontractor designated herein, will be performed by the undersigned. The portion of the work, which will be done by each subcontractor, is as follows:

<u>Work to be Performed</u>	<u>Subcontractor's Name & Place of Business</u>	<u>License No.</u>
1. ^{EO} <u>Gas Stripping</u>	<u>Cal Stripes, Inc.</u> <u>San Bernardino, CA</u> <u>375 S. G. Street</u>	<u>1685387</u>
2. <u>Skin patch AC's</u> <u>AC Removal's</u> <u>Replacement</u>	<u>Landmark Site Cont.</u> <u>Corona, CA</u> <u>1191 Magnolia Ave</u>	<u>729500</u>
3. _____	_____	_____
_____	_____	_____
4. _____	_____	_____
_____	_____	_____
5. _____	_____	_____
_____	_____	_____
6. _____	_____	_____
_____	_____	_____

7. MAJOR MATERIAL SUPPLIERS INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

	ITEM / MATERIAL	MANUFACTURER	SUPPLIER
1.	Aggregate	—	Chandler Aggregate
2.	Emulsions	—	Western Emulsions
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Note: Awarding of a contract under this bid will not imply approval by the Town of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after the bid opening unless equipment or material of the listed manufacturers or suppliers cannot meet the specifications or unless otherwise approved by the Town Engineer.

8. CONTRACTOR'S INDUSTRIAL SAFETY RECORD

The information required for these items is the same as required for Columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Record Last Five (5) Full Years

	Number of Contracts	Total Amount of Contracts (thousands of dollars)	Number of fatalities	Number of lost work days	Number of lost workday cases involving permanent transfer to another job or termination of employee
Current Year thus far ²⁰¹⁰	121	\$15.5mil	1	0	0
2009	141	\$15mil	0	0	0
2008	133	\$25mil	0	0	0
2007	151	²⁰ \$18mil	0	0	0
2006	153	\$11.5mil	0	0	0
2005	152	\$9mil	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bond Blacktop, Inc.
Name of Bidder

Edward E. ...
Signature

P.O. Box 6616
Address

746432
State Contractor's Lic. No.

Union City, CA 94587
Town State Zip Code

(510) 441-9981 / (510) 441-9982
Telephone No. FAX No.

9. CERTIFICATION OF SAFETY REQUIREMENTS

To work as a contractor or vendor with the Town of Yucca Valley, your organization is required to certify that it has an active on-the-job written Injury and Illness Prevention Program. This program is essential to make the job as accident-free as possible and to comply with Federal and State Safety Standards.

The undersigned bidder hereby certifies that his/her organization has an active written Injury and Illness Prevention Program, as required by Cal-OSHA under Title 8, General Industry Safety Orders Section 3203 and/or the CSO Section 1509, that ensures compliance with and enforcement of current minimum Cal-OSHA Safety Standards, and that his/her organization has knowledge of these standards that are applicable to the job operations. This includes a program for ensuring employees have been trained to recognize hazards of their job.

The undersigned bidder also hereby certifies that his/her organization has an active written Hazard Communication Program with evidence that all employees have been trained in safe use and handling of chemicals on the job site, and a file which will be made available for review by the Town of Yucca Valley of each Material Safety Data Sheet (MSDS) on those chemicals kept on the site.

Signature of bidder: Edward Dillon

Title: President

Name of Organization: Bond Blacktop, Inc.

10. NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of Alameda) ss

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

Subscribed and sworn to before me this 25th day of July, 2011.

**see attached
Notary Acknowledgment*

Notary Public

By: Edward Dillon
President

Title

Date: 07-25-11

ACKNOWLEDGMENT

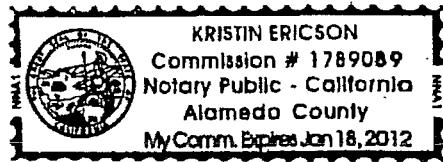
State of California
County of Alameda)

On July 25, 2011 before me, Kristin Ericson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Kristin Ericson (Seal)

11. CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. The pertinent requirements and wage rates are on file at the office of the Town Engineer, 58928 Business Center Drive, Yucca Valley, California, 92284.

Bond Blacktop, Inc.
Name of Company

P.O. Box 616
Address

Union City, CA 94587
City, State, and Zip Code

Edward Dillon
Name of Bidder (printed)

Edward Dillon
Signature of Bidder

07-25-11
Date

BOND BLACKTOP, INC.

P.O. Box 616
Union City, CA 94587
Ph: (510) 441-9981 Fax: (510) 441-9982
Contractor's License No. 740432

PROJECT REFERENCES

CITY OF MONTEREY

353 Camino El Estero
Monterey, CA 93940
Contact: Richard Llantero (831) 646-3446

Street Resurfacing (Slurry/Cape Seal) 2009

Completed: December 2009
Contract Amount: \$313,500.00

CITY OF COALINGA

155 West Durian Street
Coalinga, CA 93210
Contact: Randy Arp (559) 935-1533

2010 Pavement Management Program

Completed: July 2010
Contract Amount: \$152,390.00

CITY OF FREMONT

39550 Liberty Street
Fremont, CA 94537
Contact: Steve Otis (510) 494-4701

Slurry Seal 2009, PWC 8240 B

Completed: November 2009
Contract Amount: \$1,013,114.00

CITY OF POWAY

13325 Civic Center Drive
Poway, CA 92064
Contact: Jeff Beers (858) 668-4624

2009-2010 Slurry Seal and ARAM Project, Bid No. 09-015

Completed: November 2009
Contract Amount: \$1,231,071.00

CITY OF PICO RIVERA

6615 Parsons Blvd.
Pico Rivera, CA 90660
Contact: Rick Kern (562) 801-4351

Residential Resurfacing Program (RRP) Phase "C", Project No. 21225

Completed: June 2010
Contract Amount: \$530,265.00

CITY OF COMPTON

333 Brea Canyon Rd., Suite 120
Diamond Bar, CA 91765
Contact: Enrique Jimenez (562) 244-4609

ARRA Preventive Street Maintenance Project

Completed: June 2010
Contract Amount: \$495,385.00

BOND

BLACKTOP, Inc.
COMPLETE ASPHALT MAINTENANCE

Certification by Secretary of Corporate Resolution

At the meeting of the Directors of Bond Blacktop, Inc., a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on April 22nd, 2004 at which a quorum of the directors was present the following resolution was adopted to wit:

Resolved, that Edward Dillon, President and Secretary is hereby authorized to sign contracts/agreements in the name of and on behalf of Bond Blacktop, Inc.

I, Edward Dillon, Secretary of Bond Blacktop Inc., do hereby certify that I am Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on April 22nd, 2004 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

4/22/04
Date

Edward Dillon
Edward Dillon, Secretary

SECTION IV

BID FORMS

1. BID

TO THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY:

The undersigned, as bidder, declares that; (1) this bid is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein, (2) bidder has carefully examined the project plans, specifications, instructions to bidders, bid, notice to contractors and all other information furnished therefore, and the site of the proposed work, and (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished.

Furthermore, bidder agrees that submission of this bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the Town Council of the Town of Yucca Valley, to perform said proposed work in accordance with the plans and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump sum prices as submitted on the Bid Schedule attached hereto.

Accompanying this bid is BID BOND (Note to bidder: in the preceding blank space, please insert the words "Cash" or "a Cashier's Check" or "a Certified Check" or "a Bid Bond" as the case may be) in the amount equal to at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted for the base bid and all the deduct/add alternates, and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

The undersigned further agrees that should he be awarded the contract on the basis hereof and thereafter defaults in executing the required contract, with necessary bonds and documents, within ten (10) calendar days after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the Town of Yucca Valley and this bid and the acceptance thereof may be considered null and void.

The undersigned is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and shall comply with such

provisions and furnish proof of said insurance before commencing the performance of the work of this Contract.

The undersigned is licensed in accordance with the Contractors License Law, Business and Professions Code; Section 7000 *et seq.*, providing for the registration of contractors, California Contractor's License No. 747612 Class A, C10, which expires on MARCH 31, 2012.

Note: Bids which do not show the number and date of the Bidder's License under the provisions of Chapter 9 of Division 3 of the Business & Professions Code may be rejected.

Unless otherwise specified, the estimated construction quantities set forth in the Bid Schedule are approximate only, being given solely as a basis for the comparison of bids, and the Town does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

Final compensation under the contract shall be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done.

The Town reserves the right to reject any or all bids.

The contractor shall commence work of construction under the contract within the time specified within the Notice to Proceed. The contractor shall diligently prosecute the work to completion before the expiration of the contract completion period. The Notice to Proceed will be issued when the contract is fully executed. The contract completion period is inclusive of the time for delivery of materials.

The contract, if awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed and who complies with requirements of timely execution and return of the contract together with contract bonds.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

It is agreed that this bid may not be withdrawn for a period of sixty (60) calendar days from the date of opening thereof.

The names of all persons interested in the foregoing bid as principals are as follows:

Note: If bidder is a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof; If a firm or co-partnership, state the true name of firm and give the names of all individual co-partners composing the firm; if bidder or other interested person is an individual, so state and give first and last name in full.

*** PLEASE SEE ATTACHED CERTIFICATE OF INCUMBENCY & RESOLUTION ***

Legal Business Name SULLY-MILLER CONTRACTING COMPANY

Address: 135 S. S STATE COLLEGE BLVD., #400, BREA, CA 92821

Phone Number: (714) 578-9600

Fax Number: (714) 578-9672

I, SULLY-MILLER CONTRACTING COMPANY (name of bidder), hereby certify under penalty of perjury that all information and representations contained in this bid, including but not limited to the name of bidder, and above contractor's license and expiration date, are true and correct and that I agree to comply with all requirements set forth herein.

Note: Two notarized officer's signatures and the corporate seal are required for corporations. One signature must be by either the President or Vice-President and the second signature must be by either the Secretary or Assistant Secretary.

Signature of bidder

Title:

"corporate seal"
(if available)

Signature of bidder GARY DOWNEY, ASSISTANT SECRETARY.

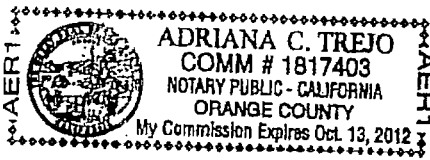
Title:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE

On July 19, 2011 before me, Adriana C. Trejo, personally appeared Gary Downey

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



Notary Seal

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

WITNESS my hand and official seal

Signature *Adriana C. Trejo*
Adriana C. Trejo, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Bid Proposal-Signature Page

Document Date: July 19, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey Signer's Name _____

- | | | | |
|--|----------------------------|---|-------|
| <input type="checkbox"/> Individual | _____ | <input type="checkbox"/> Individual | _____ |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) | <u>Assistant Secretary</u> | <input type="checkbox"/> Corporate Officer – Title(s) | _____ |
| <input type="checkbox"/> Partner – Limited/General | _____ | <input type="checkbox"/> Partner – Limited/General | _____ |
| <input type="checkbox"/> Attorney In Fact | _____ | <input type="checkbox"/> Attorney In Fact | _____ |
| <input type="checkbox"/> Trustee | _____ | <input type="checkbox"/> Trustee | _____ |
| <input type="checkbox"/> Guardian or Conservator | _____ | <input type="checkbox"/> Guardian or Conservator | _____ |
| <input type="checkbox"/> Other | _____ | <input type="checkbox"/> Other | _____ |

Right Thumbprint of Signer

Right Thumbprint of Signer

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Gary Downey, do hereby certify that I am the Assistant Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

TITLE

Chairman of the Board
President
Chief Financial Officer/Treasurer/Vice President
Vice President/Assistant Secretary
Vice President
Secretary
Assistant Secretary
Assistant Secretary
Assistant Secretary

NAME

Gordon R. Crawley
David Martinez
Timothy P. Orchard
Michael Edwards
Scott Bottomley
Anthony L. Martino II
George Aldrich
Gary Downey
Dennis Gansen

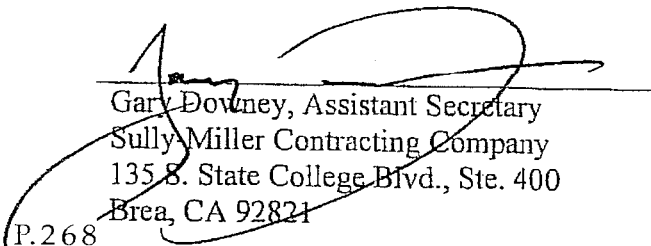
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on August 11, 2009, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“AUTHORITY TO EXECUTIVE BIDS AND CONTRACTS”

Resolved, that any officer or assistant officer of this Company be and each of them is hereby authorized to execute in the name and on behalf of this Company under its corporate seal any and all proposals for the sale of products, merchandise and services of this Company and any bids and performance bonds required in connection therewith, to the United States, and of the State, territories and dependencies of the United States, the District of Columbia, cities, towns, townships, counties, school districts, and to the department, political subdivisions, agencies or wholly-owned corporations thereof, or to any other person.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 21st day of April 2010.

(SEAL)


Gary Downey, Assistant Secretary
Sully Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

BID SCHEDULE

Item	Description	Qty.	Units	Unit Price	Extended Amount
1	Mobilization, bonds, insurance, water, clearing, clean-up, relocations, miscellaneous installation preparation, and demobilization, complete at the lump sum price of	1	LS(F)	\$ N/A	\$ 66,500. —
2	Traffic Control	1	LS(F)	\$ 33,000. —	\$ 33,000. —
3	Type II Slurry Seal	2,339,007	SF	\$.17	\$ 397,631.19
4	Cape Seal	1,094,926	SF	\$.43	\$ 470,818.18
5	Skin Patch A.C.	168,294	SF	\$.87	\$ 146,415.78
6	A.C. Removal and Replacement	4,000	SF	\$ 12.50	\$ 50,000. —
7	Traffic striping Rem. and Repl.	69,729	LF	\$.65	\$ 45,323.85
8	Pavement legend/markings Removal and Replacement	7,032	SF	\$ 4. —	\$ 28,128. —
9	Raised Pavement Markers Removal and Replacement	1,900	EA	\$ 4.50	\$ 8,550. —

BASIS FOR LOW BID
TOTAL BID FOR ITEMS 1-9

one million two hundred forty SIX
thousand three hundred sixty seven \$ 1,246,367. —
 (Words) (Figures)

Note: (F) denotes Final Pay Item, no additional compensation will be allowed.

**BID SCHEDULE
FOR ADDITIVE BIDS
ITEMS 10-13**

Item	Description	Qty.	Units	Unit Price	Extended Amount
10.	Traffic Control	1	LS(F)	<u>\$2,200.</u>	<u>\$ 2,200.</u>
11.	Type II Slurry Seal	437,268	SF	<u>\$.17</u>	<u>\$ 74,335.56</u>
12.	Pavement legend/markings Removal and Replacement	1,459	SF	<u>\$ 4.</u>	<u>\$ 5,836.</u>
13.	Raised Pavement Markers Removal and Replacement	40	EA	<u>\$ 4.50</u>	<u>\$ 180.</u>

**BASIS FOR ADDITIVE
BID FOR ITEMS 10-13**

eighty two thousand five
hundred fifty one dollars
 (Words) fifty six cents
 \$ 82,551.56
 (Figures)

END OF ADDENDUM NO. 3

**BID SCHEDULE
FOR ADDITIVE BIDS
ITEMS 10-13**

Item	Description	Qty.	Units	Unit Price	Extended Amount
10.	Traffic Control	1	LS(F)	\$ _____	\$ _____
11.	Type II Slurry Seal	437,268	SF	\$ _____	\$ _____
12.	Pavement legend/markings Removal and Replacement	1,459	SF	\$ _____	\$ _____
13.	Raised Pavement Markers Removal and Replacement	40	EA	\$ _____	\$ _____
BASIS FOR ADDITIVE BID FOR ITEMS 10-13		_____		\$ _____	_____
		(Words)			(Figures)

Note: (F) denotes Final Pay Item, no additional compensation will be allowed.

Bidder acknowledges receipt of the following Addendum:

Addendum No. 1 Date: JULY 18, 2011
 Addendum No. 2 Date: JULY 25, 2011
 Addendum No. 3 Date: JULY 25, 2011

The undersigned has checked carefully all of the above figures and understands that the Town shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Attached to this Bid is cash, or a cashiers check or certified check in favor of the Town of Yucca Valley, in an amount equal to at least ten percent (10 %) of the grand total of all items, or a bid bond for said amount in the form furnished by the Town, with the understanding that said security shall be held by the Town until the agreement for doing the work has been entered into, and that said total security shall be forfeited to the Town as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents regardless of the actual total of the bids included in the awards. If awarded the contract, the undersigned agrees that in the

TOWN OF YUCCA VALLEY

ADDENDUM NO. 1

To Contract Documents and Specifications Dated July 2, 2011

**TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT**

Date Issued: July 18, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. Section 3 Permits and Licenses, Paragraph 2 is amended to add "Classification C-12: Earthwork and Paving Contractor" and reads as follows:

~~"Contractor must have at the time of bid opening for this project the following California classification of Contractor's license and experience:~~

Classification A: General Engineering Contractor

and/or

Classification C-12: Earthwork and Paving Contractor

and/or

Classification C-32: Parking and Highway Improvement Contractor

END OF ADDENDUM NO. 1

TOWN OF YUCCA VALLEY

ADDENDUM NO. 2

To Contract Documents and Specifications Dated July 2, 2011

**TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT**

Date Issued: July 25, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. The item in the bid schedule on Page 4-4 "Pavement markers – Type _____ (removal and replacement)" shall be replaced as follows:

9 Raised Pavement Markers	1,900	EA	\$ _____	\$ _____
Removal and Replacement				

END OF ADDENDUM NO. 2

TOWN OF YUCCA VALLEY

ADDENDUM NO. 3

To Contract Documents and Specifications Dated July 2, 2011

**TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT**

Date Issued: July 25, 2011

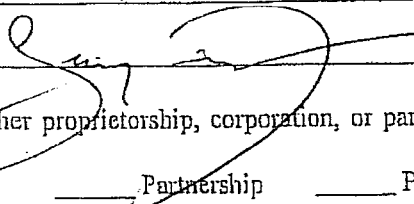
The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. The following Bid Schedule shall replace sheets 4-4 and 4-5.

event of such failure, the actual amount of damages to the Town would be impractical and extremely difficult to determine.

Firm Name: SULLY-MILLER CONTRACTING COMPANY Dated: JULY 19, 2011

Name of Bidder: GARY DOWNEY, ASSISTANT SECRETARY Phone: (714) 578-9600

Signature of Bidder:  Fax: (714) 578-9672

Please indicate whether proprietorship, corporation, or partnership and any use of fictitious business name.

Corporation Partnership Proprietorship

Fictitious Business Name N/A

3. BIDDER'S BOND

TOWN OF YUCCA VALLEY, STATE OF CALIFORNIA

KNOWN ALL PERSONS BY THESE PRESENTS:

That we, Sully-Miller Contracting Company as Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the Town of Yucca Valley as Obligee, hereinafter called Obligee, in the sum of Ten percent of amount bid (10%) dollars, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain bid of the above bounded Sully-Miller Contracting Company to the Town of Yucca Valley dated July 26, 20 11 is accepted by the Town of Yucca Valley, and if the above bounded Principal, his heirs, executors, administrators, successors, and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) calendar days from the date of the mailing of a notice to the above bounden Principal by and from the said Town of Yucca Valley that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14th day of July, 20 11.

Sully-Miller Contracting Company

Principal

By [Signature]

Title: MICHAEL EDWARDS, VICE PRESIDENT/ASST. SECRETARY

"corporate seal"

By [Signature]

Title: GARY DOWNEY, ASSISTANT SECRETARY

"corporate seal"

Liberty Mutual Insurance Company

Surety

By [Signature]

Attorney-in-Fact **Kim Heredia**

PLEASE ATTACH NOTARY ACKNOWLEDGMENT

4. INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

- 1.) Address: 135 S. STATE COLLEGE BLVD., #400, BREA, CA 92821
- 2.) Telephone: (714) 578-9600 Fax: (714) 578-9672
- 3.) Type of firm - Individual, Partnership, or Corporation: CORPORATION
- 4.) Corporation organized under the laws of the State of: DELAWARE
- 5.) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:
 - a. *** PLEASE SEE ATTACHED CERTIFICATE OF INCUMBENCY & RESOLUTION ***
 - b. _____
 - c. _____
 - d. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

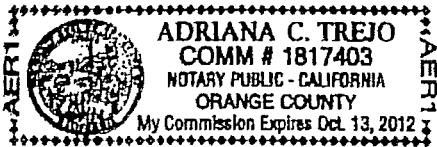
STATE OF CALIFORNIA

COUNTY OF ORANGE



On July 19, 2011 before me, Adriana C. Trejo, personally appeared Michael Edwards and Gary Downey

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



Notary Seal

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

WITNESS my hand and official seal

Signature

Adriana C. Trejo
Adriana C. Trejo, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Bidder's Bond

Document Date: July 14, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Michael Edwards

Signer's Name Gary Downey

Individual

Individual

Corporate Officer – Title(s) Vice President/ Assistant Secretary

Corporate Officer – Title(s) Assistant Secretary

Partner – Limited/General

Partner – Limited/General

Attorney In Fact

Attorney In Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other

Other

Right Thumbprint of Signer

Right Thumbprint of Signer

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

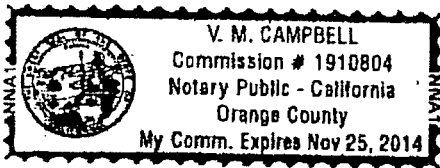
State of California

County of Orange

On JUL 14 2011 before me, V.M. Campbell, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

V.M. Campbell
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

JUL 14 2011

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Liberty Mutual Insurance Company

SIGNER(S) OTHER THAN NAMED ABOVE.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

VICTORIA M. CAMPBELL, LISA CLARK, KIM HEREDIA, MIKE DAOUSSIS, ERIK JOHANSSON, SHIRLEY BAUMAN, MICHAEL H. PRADELS, ALL OF THE CITY OF IRVINE, STATE OF CALIFORNIA.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED MILLION AND 00/100 DOLLARS (\$ 100,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 9th day of December 2010.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of December, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this JUL 14 2011 day of



By David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call

currency rate, interest rate or residual value guarantees.

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Gary Downey, do hereby certify that I am the Assistant Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman of the Board	Gordon R. Crawley
President	David Martinez
Chief Financial Officer/Treasurer/Vice President	Timothy P. Orchard
Vice President/Assistant Secretary	Michael Edwards
Vice President	Scott Bottomley
Secretary	Anthony L. Martino II
Assistant Secretary	George Aldrich
Assistant Secretary	Gary Downey
Assistant Secretary	Dennis Gansen

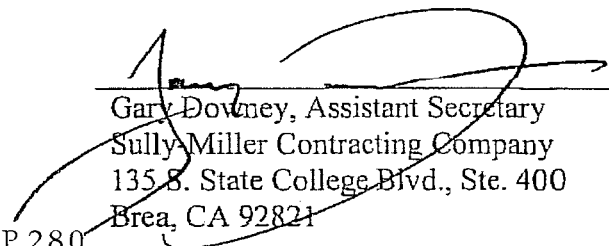
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on August 11, 2009, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“AUTHORITY TO EXECUTIVE BIDS AND CONTRACTS”

Resolved, that any officer or assistant officer of this Company be and each of them is hereby authorized to execute in the name and on behalf of this Company under its corporate seal any and all proposals for the sale of products, merchandise and services of this Company and any bids and performance bonds required in connection therewith, to the United States, and of the State, territories and dependencies of the United States, the District of Columbia, cities, towns, townships, counties, school districts, and to the department, political subdivisions, agencies or wholly-owned corporations thereof, or to any other person.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 21st day of April 2010.

(SEAL)



Gary Downey, Assistant Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

6.) List the name of the person who inspected the site of the proposed work for your firm:

ANTHONY LINO, ESTIMATOR/PROJECT MANAGER

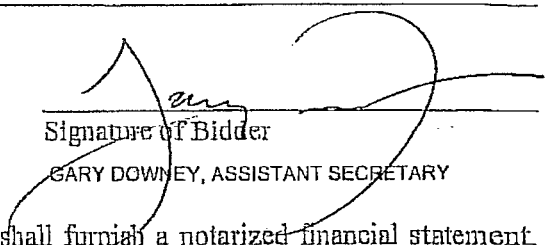
7.) Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Name of Bank

Address

a. *** PLEASE SEE ATTACHED CREDIT INFORMATION ***

b. _____



Signature of Bidder

GARY DOWNEY, ASSISTANT SECRETARY

NOTE: Upon request of the Town, the bidder shall furnish a notarized financial statement, financial data, construction experience, or other information.



SULLY-MILLER CONTRACTING CO.

License 747612A

135 S. STATE COLLEGE BLVD., SUITE 400 ♦ BRE A, CA 92821 ♦ PHONE 714-578-9600

CREDIT INFORMATION

Sully-Miller Contracting Co.

Kind of Business: Asphalt Paving, Street Improvements, Underground Work

Established: 1923 At Present Location Since, March, 2010
Prev. Address: 1100 E. Orangethorpe, Anaheim, CA 92801 (1993-2010)

Contractors License: 747612 A

Officers: Dave Martinez President
Tim P. Orchard CFO / Treasurer

Bank: Bank of America
100 West 33rd Street
New York, NY 10001
Acct. # 149 981 4289
Contact: Corrie Robinson (888) 841-8159 Ext. 21948

Credit References:

B C Traffic
638 W. Southern Avenue
Orange, CA 92865-3219
(714) 575-5020

Dangelo Co.
P.O. Box 3744
La Habra, CA 90632
(562) 690-1000

YMD Material Broker Inc.
7241 Coyote Trail
Oak Hills, CA 92345
(562) 843-5691

Standard Concrete Products, Inc
P.O. Box 15326
Santa Ana, CA 92735-5326
(714) 245-1550

Bonding Company: Liberty Mutual Insurance of Cincinnati

Federal Tax I.D. #: 33-0787630 State Tax I.D. #: 43826841
D & B #: 05 5013283

PACKING SLIPS AND INVOICES MUST HAVE A PURCHASE ORDER NUMBER OVER \$2,000.00

Accounts Payable Fax # (714) 578-9240

Date

George Aldrich / Controller

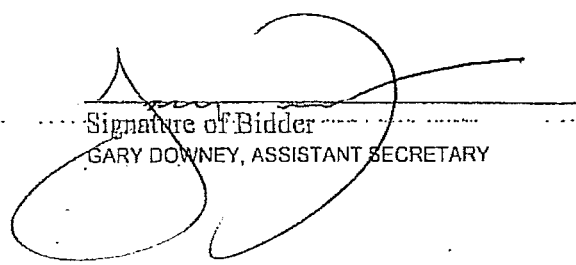
5. EXPERIENCE OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) The bidder has 88 years of experience as a contractor in construction work and has been engaged in the contracting business under State License No. 747612 Class A, C10 for a period of 88 years.

2.) The bidder's three most recently completed contracts are:

	<u>1</u>	<u>2</u>	<u>3</u>
Title of Project:	*** PLEASE SEE ATTACHED EXPERIENCE & QUALIFICATIONS ***		
Owner:			
Address:			
Telephone Number:			
Contact Person:			
Date Completed:			


 Signature of Bidder
 GARY DOWNEY, ASSISTANT SECRETARY



**SULLY-MILLER
CONTRACTING CO.**

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: TORRANCE BOULEVARD / 28791C
Year of Project: 10/2008 – 05/2010
Project Description: STREET RECONSTRUCTION & ARHM OVERLAY
Agency Name: CITY OF TORRANCE
Contact Person: BETH OVERSTREET **Telephone:** 310-618-3074
Fax: 310-781-6802
Original Contract Amount: \$5,904,267 **Final Contract Amount:** \$6,133,068
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: LONG BEACH ANNUAL 2009 / 28810C
Year of Project: 01/2009 – 05-2010
Project Description: AC/ARHM – CONCRETE – BASE – SIGNALS – SURVEY – STRIPING - LANDSCAPE
Agency Name: CITY OF LONG BEACH
Contact Person: CHARLES RAMEY **Telephone:** 562-570-5170
Fax: 562-570-5176
Original Contract Amount: \$5,000,000 **Final Contract Amount:** \$4,290,000
 Annual Contract – work was done on an as needed basis.

Project Name/Number: LACMA PHASE II PAVILION PROJECT 28006 / 29820C
Year of Project: 02/2009 – 04/2010
Project Description: B PERMIT
Agency Name: MATT CONSTRUCTION CORPORATION
Contact Person: GREG WADE **Telephone:** 562-903-2277
Fax: 562-903-2290
Original Contract Amount: \$92,507 **Final Contract Amount:** \$420,000
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: LA SOUTHWEST COLLEGE – PARKING LOT 3 / 28795C
Year of Project: 09/2008 – 01/2010
Project Description: AC – BASE – CONCRETE – STRIPING
Agency Name: CHEVRON ENERGY SOLUTIONS
Contact Person: STEVE PELASYED **Telephone:** 714-577-1374
Fax: 714-577-1330
Original Contract Amount: \$1,120,315 **Final Contract Amount:**
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 3RD STREET BETWEEN RECORD AVENUE TO WOODS AVENUE / 28787C
Year of Project: 11/2008 – 12/2009
Project Description: AC – CONCRETE – UNDERGROUND – LANDSCAPE – STRIPING - SIGNALS
Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Contact Person: FAHIM RAHIMI **Telephone:** 626-458-3112
Fax: 626-458-2197
Original Contract Amount: \$3,411,736 **Final Contract Amount:** \$3,628,000
 Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: 2007-2008 PAVEMENT REHABILITATION-28750C
Start and Finish Dates: 6/2008 TO 7/2008
Project Description: AC/ARHM – MANHOLES – SURVEY – STRIPING – COLD MILL
Agency Name: CITY OF HAWAIIAN GARDENS
Contact Person: STEVE STEINBRECHER *Telephone:* 562-908-6200
Fax: 562-695-2120
Original Contract Amount: \$451,112 *Final Contract Amount:* \$456,287
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: STREET PAVING PROGRAM-28735C
Start and Finish Dates: 3/2008 TO 5/2008
Project Description: ARHM – MANHOLES – MONUMENTS – STRIPING – SWPPP- COLD MILL
Agency Name: CITY OF WEST HOLLYWOOD
Contact Person: MILA SOLOGUB *Telephone:* 323-848-6338
Fax: 323-848-6564
Original Contract Amount: \$340,986 *Final Contract Amount:* \$315,916
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: STREET AND WATER IMPROVEMENTS IN PIONEER BOULEVARD-27709C
Start and Finish Dates: 11/2007 TO 4/2008
Project Description: WATER LINE AND STREET IMPROVEMENTS
Agency Name: CITY OF CERRITOS
Contact Person: RASH SYED *Telephone:* 562-860-0311
Fax: 562-916-1371
Original Contract Amount: \$1,507,833 *Final Contract Amount:* \$1,443,408
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: THE LACMA TRANSFORMATION PROJECT-27662C
Start and Finish Dates: 6/2007 TO 4/2008
Project Description: B PERMIT
Agency Name: MATT CONSTRUCTION CORPORATION
Contact Person: GREG WADE *Telephone:* 562-903-2277
Fax: 562-903-2290
Original Contract Amount: \$912,402 *Final Contract Amount:* \$1,363,596
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: CATALINA MEDIA / THE POINTE-27732C
Start and Finish Dates: 1/2008 TO 3/2008
Project Description: SEWER MAIN INSTALLATION
Agency Name: KRISMAR CONSTRUCTION COMPANY, INC.
Contact Person: GARY MORRISON *Telephone:* 310-458-3170
Fax: 310-458-9063
Original Contract Amount: \$315,955 *Final Contract Amount:* \$411,955
Change in original contract amount is due to extra work and/or contract change orders adding work.



**SULLY-MILLER
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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: PACIFIC ELECTRIC INLAND TRAIL PHASES 2 & 3 / 27653C
Start and Finish Dates: 3/07 TO 1/08
Project Description: R/R CONCRETE/AC – LANDSCAPE/IRRIGATION – SIGNALS – STRIPE - UTILITIES
Agency Name: CITY OF RANCHO CUCAMONGA
Contact Person: WALTER STICKNEY *Telephone:* 909-477-2740
Fax: 909-477-2746
Original Contract Amount: \$3,424,781 *Final Contract Amount:* \$3,424,780
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: MARQUARDT AVENUE / 27689C
Start and Finish Dates: 7/2007 TO 9/2007
Project Description: R/R CONCRETE – AC ON FABRIC – ADJUST UTILITIES
Agency Name: LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS
Contact Person: EMIL KURLYAND *Telephone:* 626-458-3166
Fax: 626-458-2197
Original Contract Amount: \$183,915 *Final Contract Amount:* \$183,915

Project Name/Number: ALPACA STREET IMPROVEMENT PROJECT / 27699C
Start and Finish Dates: 8/2007 TO 11/2007
Project Description: R/R CONCRETE & ASPHALT – STRIPING – ADJUST UTILITIES
Agency Name: CITY OF SOUTH EL MONTE
Contact Person: GEORGE CASTILLO *Telephone:* 562-682-3620
Fax: 562-684-0130
Original Contract Amount: \$135,000 *Final Contract Amount:* \$167,074
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: REHABILITATION OF LA MIRADA BLVD. / 27664C
Start and Finish Dates: 5/2007 TO 9/2007
Project Description: ARHM / AC PAVING, CONCRETE WORK – LOOP DETECTORS / SIGNALS
Agency Name: CITY OF LA MIRADA
Contact Person: GARY SANUI *Telephone:* 562-943-2385
Fax: 714-522-5800
Original Contract Amount: \$2,164,089 *Final Contract Amount:* \$2,575,166
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: CSULB PARKING LOT 13 REPAIR – REPAVE / 27694C
Start and Finish Dates: 7/2007 TO 8/2007
Project Description: AC GRIND / OVERLAY – ASPHALT REPAIR - MINOR CONCRETE REPAIR
Agency Name: CALIFORNIA STATE UNIVERSITY, LONG BEACH
Contact Person: ENRIQUE ROBLES *Telephone:* 562-985-4175
Fax: 562-985-2308
Original Contract Amount: \$375,823 *Final Contract Amount:* \$380,572
 Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: ORANGE LINE – CANOGA STATION PARK AND RIDE / 25568C
Start and Finish Dates: 3/2006 TO 1/2007
Project Description: NEW TRANSPORTATION STATION INCLUDING AC PAVING & CONCRETE WORK
Agency Name: METROPOLITAN TRANSPORTATION AUTHORITY
Contact Person: GHULAM SHAIKH *Telephone:* 818-262-6300
Fax: 213-922-7384
Original Contract Amount: 13,732,500 *Final Contract Amount:* \$12,415,392
 Change in Contract amount is due to items of work being deleted by the agency.

Project Name/Number: SOUTH COAST PLAZA PARKING LOT/26608C
Start and Finish Dates: 7/2006 TO 10/2006
Project Description: COMPLETE REMOVE AND REPLACE OF PARKING LOT, CONCRETE CURB & GUTTER, LOOP DETECTORS, AND STRIPING
Agency Name: SOUTH COAST PLAZA
Contact Person: ROBERT THOMAS *Telephone:* 714-546-0110
Fax: 714-546-9835
Original Contract Amount: \$3,100,009 *Final Contract Amount:* \$3,932,226
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: RESIDENTIAL STREET REHABILITATION WORK / 26573C
Start and Finish Dates: 2/2006 to 8/2006
Project Description: ASPHALT CONCRETE OVERLAY AT VARIOUS LOCATIONS CITYWIDE
Agency Name: CITY OF WEST COVINA
Contact Person: OSCAR CAPLIN *Telephone:* 626-939-8445
Fax: 626-939-8660
Original Contract Amount: \$1,430,888 *Final Contract Amount:* \$1,512,463
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: BERTH 401-406 BACKLAND IMPROVEMENTS / 25567C
Start and Finish Dates: 1/2006 to 4/2006
Project Description: ASPHALT AND CONCRETE PAVING / SITE IMPROVEMENT PROJECT
Agency Name: PORT OF LOS ANGELES
Contact Person: KEN HARBOR *Telephone:* 310-831-5389
Fax: 310-831-5389
Original Contract Amount: \$3,286,800 *Final Contract Amount:* \$3,386,333
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 195TH STREET IMPROVEMENT / 25506C
Start and Finish Dates: 5/2005 to 11/2005
Project Description: MEDIAN ISLAND and STREET REPAIRS
Agency Name: CITY OF CERRITOS
Contact Person: VIC MASAYA *Telephone:* 562-916-1231
Fax: 562-916-1371



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Original Contract Amount: \$862,370 *Final Contract Amount:* \$742,488

Project Name/Number: MALL PARKING LOT IMPROVEMENTS / 25492C

Start and Finish Dates: 3/2005 to 10/2005

Project Description: REPAIR and PLACE NEW AC PAVING and STRIPE PARKING STALLS

Agency Name: CITY OF TEMPLE CITY

Contact Person: JANICE STROUD *Telephone:* 626-285-2171
Fax: 909-594-2858

Original Contract Amount: \$828,837 *Final Contract Amount:* \$894,012

Change in original contract amount is due to extra work and/or contract change orders adding work.
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: HELLMAN AVENUE STREET IMPROVEMENTS / 24477C

Start and Finish Dates: 6/2004 to 11/2005

Project Description: STREET RECONSTRUCTION PROJECT

Agency Name: CITY OF ROSEMead

Contact Person: KEN RUKABINE *Telephone:* 562-908-6262
Fax: 562-695-2120

Original Contract Amount: \$1,051,667 *Final Contract Amount:* \$1,067,429

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: HOLGATE AREA STREET REHABILITATION AND WATER MAIN / 24446C

Start and Finish Dates: 3/2004 to 6/2005

Project Description: STREET REHABILITATION AND WATER MAIN REPLACEMENT

Agency Name: CITY OF LA HABRA

Contact Person: CHUCK STEPHAN *Telephone:* 562-905-9720
Fax: 562-905-9643

Original Contract Amount: \$2,996,461 *Final Contract Amount:* \$3,566,942

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: PIER 400 BACKLANDS PHASE 2 / 23301C

Start and Finish Dates: 4/2003 to 8/2004

Project Description: TRANSTAINER FACILITY, GRADING, PAVING, UNDERGROUND, CONCRETE.
PROJECT FINISHED ON TIME – EXTRA DAYS FOR EXTRA WORK ONLY

Agency Name: PORT OF LOS ANGELES

Contact Person: MAHMOUD IRSHEID *Telephone:* 310-732-3525
Fax: 310-831-5389

Original Contract Amount: \$30,618,798 *Final Contract Amount:* \$30,030,429

Change in contract amount is due to items of work being deleted by agency.

Project Name/Number: PHANTOM WEST STREET IMPROVEMENT / .82803C

Start and Finish Dates: 12/ 2002 to 8/ 2003

Project Description: UNDERGROUND, ASPHALT REHAB, CURB & GUTTER, COLD MILLING

Agency Name: CITY OF VICTORVILLE

Contact Person: MARK MILLER *Telephone:* 760-955-9158



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Original Contract Amount: \$4,771,477 *Final Contract Amount:* \$4,994,840 *Fax:* 760-955-5159

Project Name/Number: ARROW HIGHWAY - LIVE OAK AVENUE PHASE II / 22273C

Start and Finish Dates: 11/ 2002 to 8/ 2003

Project Description: AC GRIND OVERLAY -- NEW MEDIANS & DECORATIVE CONCRETE

Agency Name: CITY OF IRWINDALE

Contact Person: KWOK TAM *Telephone:* 626-430-2212
Fax: 626-962-2018

Original Contract Amount: \$4,289,147 *Final Contract Amount:* \$4,654,815

Change in original contract amount is due to extra work and/or contract change orders adding work.

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: PIER 400 CONTAINER TERMINAL / 21130C

Start and Finish Dates: 1/ 2001 to 9/ 2002

Project Description: BACKLAND IMPROVEMENTS, PHASE I

Agency Name: PORT OF LOS ANGELES

Contact Person: MAHMOUD ISHEID *Telephone:* 310-732-3525
Fax: 310-831-5389

Original Contract Amount: \$78,134,500 *Final Contract Amount:* \$74,226,254

Change in contract amount is due to items of work being deleted by agency.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

PROJECTS INVOLVING HEAVY STORM DRAIN, SEWER AND WATER IMPROVEMENTS

Project Name/Number: FOSTER PARK, VALLEY VIEW AVE / FOSTER ROAD / 29891C
Year of Project: 02/2010 - 01/2011
Project Description: R/R STREETS, (AC/CMB/C&G), STORM DRAIN IMPROVEMENTS
Agency Name: CITY OF LA MIRADA
Contact Person: GARY SANUI *Telephone:* 562-349-2727
Fax: 562-943-1464
Original Contract Amount: \$2,148,000 *Final Contract Amount:* \$3,075,872
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: OFFSITE EUCLID STREET IMPROVEMENTS / 28803C
Year of Project: 11/2008 - 05/2010
Project Description: OFFSITE IMPROVEMENTS, STORM DRAIN, ELECTRICAL, AC PAVING, CONCRETE IMPROVEMENTS
Agency Name: WATSON LAND COMPANY
Contact Person: ROBERT DEBERARD *Telephone:* 310-952-6429
Fax: 310-522-8785
Original Contract Amount: \$4,083,052 *Final Contract Amount:* \$3,849,675
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: VALLEY WAY / ARMSTRONG ROAD / 27680C
Year of Project: 01/2007 - 01/2009
Project Description: RCP, STORM DRAIN, STRUCTURES, MANHOLES, AC/ARHM, CONCRETE IMPROVEMENTS, BASE, ELECTRICAL, STRIPING
Agency Name: COUNTY OF RIVERSIDE
Contact Person: STAN DERY *Telephone:* 951-955-6785
Fax: 951-955-3164
Original Contract Amount: \$4,813,000 *Final Contract Amount:* \$6,190,475
 Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: DOUGLAS PARK STREET IMPROVEMENTS AND INFRASTRUCTURE / 26595C
Year of Project: 03/2006-07/2007
Project Description: INFRASTRUCTURE - SEWER, WATER, STORM DRAIN
Agency Name: BOEING REALTY CORPORATION
Contact Person: STEVE GARIS *Telephone:* 562-593-4730
Fax: 714-850-0086
Original Contract Amount: \$11,256,511 *Final Contract Amount:* \$19,932,964
 Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: PORTOLA SPRINGS AND MODJESKA / 25534C
Year of Project: 04/2005-06/2006
Project Description: SEWER, WATER, STORM DRAIN IMPROVEMENTS
Agency Name: IRVINE COMMUNITY DEVELOPMENT COMPANY
Contact Person: BILL MARTIN *Telephone:* 714-734-8100
Fax: 949-464-9715
Original Contract Amount: \$8,625,848 *Final Contract Amount:* \$9,602,943
Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING Co.

**BIDDER'S EXPERIENCE AND QUALIFICATIONS
ASPHALT RUBBERIZED HOT MIX (ARHM) PROJECTS**

Project Name/Number: ANNUAL OVERLAY PROGRAM / 27697C
Start and Finish Dates: 8/07 TO 7/08
Project Description: ARHM OVERLAY – CONCRETE (C&G, SIDEWALK, DRIVEWAY) - LOOPS
Agency Name: CITY OF CARSON
Contact Person: RICK BOUTROS *Telephone:* 310-952-1700 ext. 1830
Project Value: \$2,397,755

Project Name/Number: 2006-2007 MAJOR ARTERIAL OVERLAY PROJECT / 27681C
Start and Finish Dates: 7/07 TO 1/08
Project Description: ARHM OVERLAY – CONCRETE SIDEWALK/RAMPS – LOOPS – STRIPING
Agency Name: CITY OF COMPTON
Contact Person: CHARLES BERGSON *Telephone:* 310-605-5696
Project Value: \$1,846,709

Project Name/Number: NORMANDIE AVENUE – STPL-5953(451) / 26647C
Start and Finish Dates: 3/07 TO 9/07
Project Description: ARHM/AC PAVE – LANDSCAPE – CONCRETE – SIGNALS/LIGHTING/LOOPS
Agency Name: LOS ANGELES COUNTY – DEPT. OF PUBLIC WORKS (LACDPW)
Contact Person: EMIL KURLYAND *Telephone:* 626-458-3166
Project Value: \$2,713,186



SULLY-MILLER CONTRACTING CO.

License # 7072124

135 S. State College Blvd., STE. 400 * Brea, CA 92821 * PHONE 714-578-9600

Pavement Preservation References:

<u>Job No.</u>	<u>Job Value</u>	<u>Description</u>	<u>Owner</u>	<u>Contact</u>
29881c	106,411	AC paving, sealcoat and restripe Carson Facility	Kinder Morgan	David Lennon 310-251-6893
29875c	257,093	Coldmill, AC overlay, sealcoat and restripe the North Lots at the DeSoto Facility, CA	Pratt Whitney Rocketdyne	Jeff Stern 818-585-6801
29869c	266,286	AC paving, sealcoat and restripe Salvation Army parking lot in Anaheim, CA.	Swinerton Builders	Raj Ramanathan 213-440-4585
29853c	78,167	AC paving, sealcoat and restripe parking lots at The Buckley School.	Hathaway- Dinwiddie	Rene Contreras 562-944-9331
28815c	280,472	AC paving, sealcoat and restripe Toyota Airflite Terminal at Long Beach Airport, CA.	Jorgensen	Dill Vizza 925-244-1203
28792c	369,575	AC repairs, sealcoat & restripe Port of Los Angeles, CA.	Toyota Logistics	Jon Keller 714-336-2409
27686c	369,931	AC/PCC repairs, sealcoat and restriping at two facilities in Canoga Park, CA.	Pratt Whitney Rocketdyne	Mike Daley 818-586-9052
27675c	623,996	AC/PCC repairs, sealcoat and restriping at three facilities in Anaheim, Huntington Beach, and Seal Beach, CA.	The Doering Company	Wayne Holt 562-797-4284
23293c	327,946	South Coast Drive Realignment Included Type II Road Slurry w/2% Latex	CJ Segerstrom & Sons	Grant Wilson 714-438-3276
23292c	266,922	Harbor Blvd realignment included Type II Road Slurry w/2% Latex	CJ Segerstrom & Sons	Grant Wilson 714-438-3276
22277c	1,450,716	South Coast Drive Realignment included Type II Road Slurry w/2% Latex	CJ Segerstrom & Sons	Grant Wilson 714-438-3276

6. LIST OF SUBCONTRACTORS

In compliance with the provisions of the Public Contract Code, Section 4104, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid. The undersigned bidder agrees that any portions of the work in excess of one-half of one percent (1/2 of 1%) of the total amount of this bid for which there is no subcontractor designated herein, will be performed by the undersigned. The portion of the work, which will be done by each subcontractor, is as follows:

<u>Work to be Performed</u>	<u>Subcontractor's Name & Place of Business</u>	<u>License No.</u>
1. <u>Striping/Marking</u>	<u>Chrisp Co.</u>	<u>374600</u>
	<u>Bloomington Co</u>	
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

7. MAJOR MATERIAL SUPPLIERS INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

ITEM / MATERIAL	MANUFACTURER	SUPPLIER
1. <u>Emulsion (Slurry Seal)</u>	<u>Performance Emulsions</u>	<u>Performance Emulsions</u>
2. <u>CHIP Agg</u>	<u>Blue Diamond Materials</u>	<u>Blue Diamond Materials</u>
3. <u>AL Material</u>	<u>Blue Diamond Materials</u>	<u>Blue Diamond Materials</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

Note: Awarding of a contract under this bid will not imply approval by the Town of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after the bid opening unless equipment or material of the listed manufacturers or suppliers cannot meet the specifications or unless otherwise approved by the Town Engineer.

8. CONTRACTOR'S INDUSTRIAL SAFETY RECORD

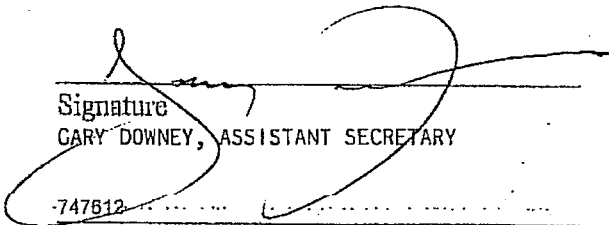
The information required for these items is the same as required for Columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Record Last Five (5) Full Years

	Number of Contracts	Total Amount of Contracts (thousands of dollars)	Number of fatalities	Number of lost work days	Number of lost workday cases involving permanent transfer to another job or termination of employee
Current Year thus far		*** PLEASE SEE ATTACHED ***	***		
2009					
2008					
2007					
2006					
2005					

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

SULLY-MILLER CONTRACTING COMPANY
Name of Bidder


Signature
GARY DOWNEY, ASSISTANT SECRETARY

135 S. STATE COLLEGE BLVD., #400
Address

747612
State Contractor's Lic. No.

BREA, CA 92821
Town State Zip Code

(714) 578-9600 (714) 578-9672
Telephone No. FAX No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

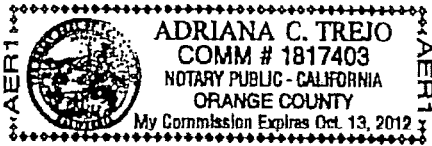


On July 19, 2011 before me, Adriana C. Trejo, personally appeared Gary Downey

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

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

WITNESS my hand and official seal



Signature

Adriana C. Trejo
Adriana C. Trejo, Notary Public

Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Contractor's Industrial Safety Record

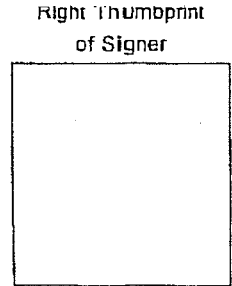
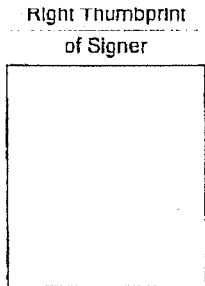
Document Date: July 19, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey Signer's Name _____

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) <u>Assistant Secretary</u> | <input type="checkbox"/> Corporate Officer – Title(s) _____ |
| <input type="checkbox"/> Partner – Limited/General _____ | <input type="checkbox"/> Partner – Limited/General _____ |
| <input type="checkbox"/> Attorney In Fact _____ | <input type="checkbox"/> Attorney In Fact _____ |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other | <input type="checkbox"/> Other |



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.


CONTRACTOR'S INDUSTRIAL SAFETY RECORD

5-Calendar Years Prior to Current Year

	2005	2006	2007	2008	2009	TOTAL	CURRENT YEAR
1. No. of contracts	88	78	82	80	78	433	27
2. Total dollar amount of contracts (in thousands of \$)	89,528	113,018	103,751	110,679	84,053	534,670	33,641
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	5	2	3	2	4	16	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	1	0	0	0	1	0
6. No. of lost workdays	167	63	64	212	100	606	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

SULLY-MILLER CONTRACTING COMPANY

Name of Bidder (print) _____
 135 S. STATE COLLEGE BLVD., #400
 Address _____
 BREA, CA. _____
 City _____ Zip Code _____
 92821
 Telephone _____
 (714) 578-9600
 Signature  GARY DOWNEY, ASSISTANT SECRETARY
 State Contractors Lic. No. & Classification
 747612 A, C10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

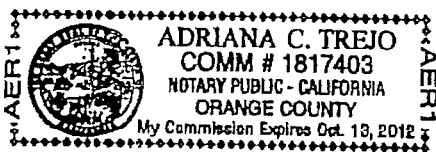


On July 19, 2011 before me, Adriana C. Trejo, personally appeared Gary Downey

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

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

WITNESS my hand and official seal



Notary Seal

Signature

Adriana C. Trejo
Adriana C. Trejo, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Contractor's Industrial Safety Record

Document Date: July 19, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey

Signer's Name _____

Individual

Individual

Corporate Officer - Title(s) Assistant Secretary

Corporate Officer - Title(s) _____

Partner - Limited/General _____

Partner - Limited/General _____

Attorney In Fact _____

Attorney In Fact _____

Trustee _____

Trustee _____

Guardian or Conservator _____

Guardian or Conservator _____

Other _____

Other _____

Right Thumbprint
of Signer

Right Thumbprint
of Signer

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

5-Calendar Years Prior to Current Year

	2006	2007	2008	2009	2010	TOTAL	CURRENT YEAR
1. No. of contracts	78	82	80	78	69	397	27
2. Total dollar amount of contracts (in thousands of \$)	113,018	103,751	110,679	84,053	68,169	495,850	51,391
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	2	3	2	4	2	13	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	1	0	0	0	0	1	0
6. No. of lost workdays	63	64	212	100	53	492	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

SULLY-MILLER CONTRACTING COMPANY

Name of Bidder (print)

135 S. STATE COLLEGE BLVD., #400

Address

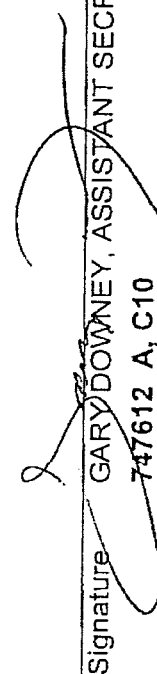
BREA, CA.

City

92821

Zip Code

Signature



GARY DOWNEY, ASSISTANT SECRETARY

747612 A, C10

State Contractors' Lic. No. & Classification

(714) 578-9600

Telephone

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

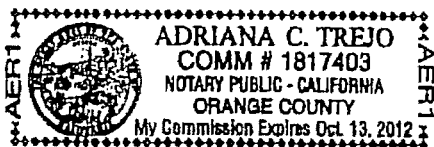
STATE OF CALIFORNIA }
COUNTY OF ORANGE

On July 19, 2011 before me, Adriana C. Trejo, personally appeared Gary Downey

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

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

WITNESS my hand and official seal



Signature

Adriana C. Trejo
Adriana C. Trejo, Notary Public

Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Contractor's Industrial Safety Record

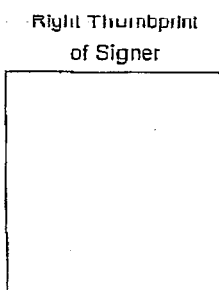
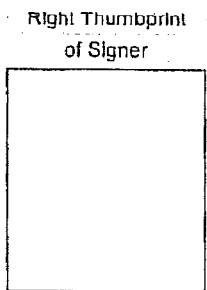
Document Date: July 19, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey Signer's Name _____

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) <u>Assistant Secretary</u> | <input type="checkbox"/> Corporate Officer – Title(s) _____ |
| <input type="checkbox"/> Partner – Limited/General _____ | <input type="checkbox"/> Partner – Limited/General _____ |
| <input type="checkbox"/> Attorney In Fact _____ | <input type="checkbox"/> Attorney In Fact _____ |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other | <input type="checkbox"/> Other |



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

9. CERTIFICATION OF SAFETY REQUIREMENTS

To work as a contractor or vendor with the Town of Yucca Valley, your organization is required to certify that it has an active on-the-job written Injury and Illness Prevention Program. This program is essential to make the job as accident-free as possible and to comply with Federal and State Safety Standards.

The undersigned bidder hereby certifies that his/her organization has an active written Injury and Illness Prevention Program, as required by Cal-OSHA under Title 8, General Industry Safety Orders Section 3203 and/or the CSO Section 1509, that ensures compliance with and enforcement of current minimum Cal-OSHA Safety Standards, and that his/her organization has knowledge of these standards that are applicable to the job operations. This includes a program for ensuring employees have been trained to recognize hazards of their job.

The undersigned bidder also hereby certifies that his/her organization has an active written Hazard Communication Program with evidence that all employees have been trained in safe use and handling of chemicals on the job site, and a file which will be made available for review by the Town of Yucca Valley of each Material Safety Data Sheet (MSDS) on those chemicals kept on the site.

Signature of bidder:

Title: GARY DOWNEY, ASSISTANT SECRETARY

Name of Organization: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

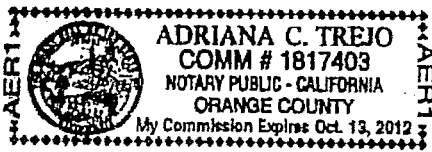
STATE OF CALIFORNIA }
COUNTY OF ORANGE

On July 19, 2011 before me, Adriana C. Trejo, personally appeared Gary Downey

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

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

WITNESS my hand and official seal



Notary Seal

Signature Adriana C. Trejo
Adriana C. Trejo, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Certification of Safety Requirements

Document Date: July 19, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey Signer's Name _____

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) <u>Assistant Secretary</u> | <input type="checkbox"/> Corporate Officer – Title(s) _____ |
| <input type="checkbox"/> Partner – Limited/General | <input type="checkbox"/> Partner – Limited/General _____ |
| <input type="checkbox"/> Attorney In Fact | <input type="checkbox"/> Attorney In Fact _____ |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other | <input type="checkbox"/> Other |
- Right Thumbprint
of Signer

Right Thumbprint
of Signer

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

10. NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss
County of ORANGE)

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

Subscribed and sworn to before me this 18TH day of JULY, 20 11.

*** PLEASE SEE ATTACHED NOTARY JURAT FOR PROPER WORDING ***

Notary Public

By:

GARY DOWNEY, ASSISTANT SECRETARY

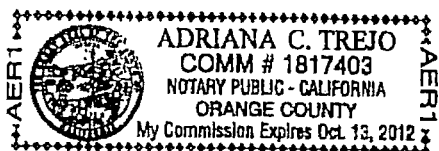
Title

Date: JULY 18, 2011

CALIFORNIA JURAT WITH AFFIANT STATEMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this 18th day of July, 2011, by Gary Downey, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Notary Seal

WITNESS my hand and official seal

Signature Adriana C. Trejo
Adriana C. Trejo, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: July 18, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: Nones

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey Signer's Name _____

Individual

Corporate Officer - Title(s) Assistant Secretary

Partner - Limited/General _____

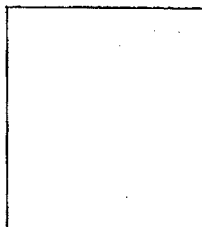
Attorney In Fact _____

Trustee _____

Guardian or Conservator _____

Other _____

Right Thumbprint
of Signer



Individual

Corporate Officer - Title(s) _____

Partner - Limited/General _____

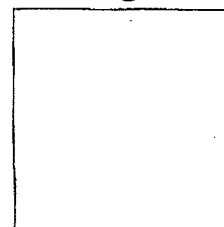
Attorney In Fact _____

Trustee _____

Guardian or Conservator _____

Other _____

Right Thumbprint
of Signer



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

11. CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. The pertinent requirements and wage rates are on file at the office of the Town Engineer, 58928 Business Center Drive, Yucca Valley, California, 92284.

SULLY-MILLER CONTRACTING COMPANY

Name of Company

135 S. STATE COLLEGE BLVD., #400

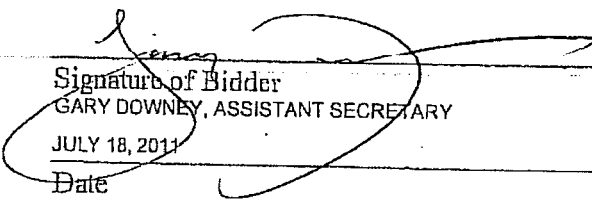
Address

BREA, CA 92821

City, State, and Zip Code

SULLY-MILLER CONTRACTING COMPANY

Name of Bidder (printed)


Signature of Bidder

GARY DOWNEY, ASSISTANT SECRETARY

JULY 18, 2011

Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

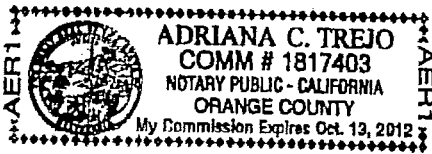
STATE OF CALIFORNIA }
COUNTY OF ORANGE

On July 19, 2011 before me, Adriana C. Trejo, personally appeared Gary Downey

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

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

WITNESS my hand and official seal



Notary Seal

Signature

Adriana C. Trejo
Adriana C. Trejo, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Certification of Prevailing Wage Requirements

Document Date: July 18, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey Signer's Name _____

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input checked="" type="checkbox"/> Corporate Officer - Title(s) <u>Assistant Secretary</u> | <input type="checkbox"/> Corporate Officer - Title(s) _____ |
| <input type="checkbox"/> Partner - Limited/General _____ | <input type="checkbox"/> Partner - Limited/General _____ |
| <input type="checkbox"/> Attorney In Fact | <input type="checkbox"/> Attorney In Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other | <input type="checkbox"/> Other |

Right Thumbprint
of Signer

Right Thumbprint
of Signer

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

SECTION IV

BID FORMS

1. BID

TO THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY:

The undersigned, as bidder, declares that; (1) this bid is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein, (2) bidder has carefully examined the project plans, specifications, instructions to bidders, bid, notice to contractors and all other information furnished therefore, and the site of the proposed work, and (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished.

Furthermore, bidder agrees that submission of this bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the Town Council of the Town of Yucca Valley, to perform said proposed work in accordance with the plans and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump sum prices as submitted on the Bid Schedule attached hereto.

Accompanying this bid is "Bid Bond" (Note to bidder: in the preceding blank space, please insert the words "Cash" or "a Cashier's Check" or "a Certified Check" or "a Bid Bond" as the case may be) in the amount equal to at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted for the base bid and all the deduct/add alternates, and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

The undersigned further agrees that should he be awarded the contract on the basis hereof and thereafter defaults in executing the required contract, with necessary bonds and documents, within ten (10) calendar days after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the Town of Yucca Valley and this bid and the acceptance thereof may be considered null and void.

The undersigned is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and shall comply with such

The names of all persons interested in the foregoing bid as principals are as follows:

Note: If bidder is a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof; If a firm or co-partnership, state the true name of firm and give the names of all individual co-partners composing the firm; if bidder or other interested person is an individual, so state and give first and last name in full.

INTERNATIONAL SURFACING SYSTEMS

DAN T. BLANK, PRESIDENT

ALAN S. BERGER, VICE PRESIDENT

JOHN A. SHODEN, SECRETARY

JOHN A. SHODEN, TREASURER

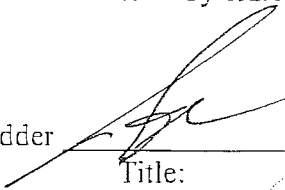
Legal Business Name International Surfacing Systems

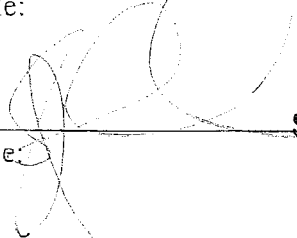
Address: 3785 Channel Dr. West Sacramento, CA 95691

Phone Number: 916 373-2420 Fax Number: 916 375-1654

I, Alan S. Berger (name of bidder), hereby certify under penalty of perjury that all information and representations contained in this bid, including but not limited to the name of bidder, and above contractor's license and expiration date, are true and correct and that I agree to comply with all requirements set forth herein.

Note: Two notarized officer's signatures and the corporate seal are required for corporations. One signature must be by either the President or Vice-President and the second signature must be by either the Secretary or Assistant Secretary.

Signature of bidder  Title: Alan S. Berger
Vice President "corporate seal"
(if available)

Signature of bidder  Title: John A. Shoden
Secretary/Treasurer

BID SCHEDULE

Item	Description	Qty.	Units	Unit Price	Extended Amount
1	Mobilization, bonds, insurance, water, clearing, clean-up, relocations, miscellaneous installation preparation, and demobilization, complete at the lump sum price of	1	LS(F)	\$ N/A	\$ <u>62,848.⁰⁰</u>
2	Traffic Control	1	LS(F)	\$ <u>40,000.⁷⁸</u>	\$ <u>40,000.⁷⁸</u>
3	Type II Slurry Seal	2,339,007	SF	\$ <u>0.¹²</u>	\$ <u>280,680.⁸⁴</u>
4	Cape Seal	1,094,926	SF	\$ <u>0.³⁴</u>	\$ <u>372,274.⁸⁴</u>
5	Skin Patch A.C.	168,294	SF	\$ <u>1.⁵⁵</u>	\$ <u>260,855.⁷⁰</u>
6	A.C. Removal and Replacement	4,000	SF	\$ <u>7.¹⁴</u>	\$ <u>28,560.⁰⁰</u>
7.	Traffic striping Rem. and Repl.	69,729	LF	\$ <u>0.⁶⁰</u>	\$ <u>41,837.⁴⁰</u>
8.	Pavement legend/markings Removal and Replacement	7,032	SF	\$ <u>3.⁶⁷</u>	\$ <u>25,807.⁴⁴</u>
9	Raised Pavement Markers Removal and Replacement	1,900	EA	\$ <u>4.²⁰</u>	\$ <u>7,980.⁰⁰</u>

BASIS FOR LOW BID
TOTAL BID FOR ITEMS 1-9

One million one hundred twenty
thousand eight hundred Sixty Five
dollars and (Words)
zero cents

\$ 1,120,845.⁰⁰
(Figures)

Note: (F) denotes Final Pay Item, no additional compensation will be allowed.

**BID SCHEDULE
FOR ADDITIVE BIDS
ITEMS 10-13**

Item	Description	Qty.	Units	Unit Price	Extended Amount
10.	Traffic Control	1	LS(F)	\$ <u>5,000.⁶³</u>	\$ <u>5,000.⁶³</u>
11.	Type II Slurry Seal	437,268	SF	\$ <u>0.¹³</u>	\$ <u>56,844.⁸⁴</u>
12.	Pavement legend/markings Removal and Replacement	1,459	SF	\$ <u>3.⁶⁷</u>	\$ <u>5,354.⁵³</u>
13.	Raised Pavement Markers Removal and Replacement	40	EA	\$ <u>4.²⁰</u>	\$ <u>168.⁰⁰</u>

**BASIS FOR ADDITIVE
BID FOR ITEMS 10-13**

Sixty-Seven thousand three
hundred sixty-eight dollars and
zero cents (Words)

\$ 67,368.⁰⁰
(Figures)

END OF ADDENDUM NO. 3

**BID SCHEDULE
FOR ADDITIVE BIDS
ITEMS 10-13**

Item	Description	Qty.	Units	Unit Price	Extended Amount
10.	Traffic Control	1	LS(F)	\$ _____	\$ _____
11.	Type II Slurry Seal	437,268	SF	\$ _____	\$ _____
12.	Pavement legend/markings Removal and Replacement	1,459	SF	\$ _____	\$ _____
13.	Raised Pavement Markers Removal and Replacement	40	EA	\$ _____	\$ _____
BASIS FOR ADDITIVE BID FOR ITEMS 10-13				\$ _____	_____
				(Words)	(Figures)

Note: (F) denotes Final Pay Item, no additional compensation will be allowed.

Bidder acknowledges receipt of the following Addendum:

Addendum No. <u>1</u>	Date: <u>7-18-11</u>
Addendum No. <u>2</u>	Date: <u>7-25-11</u>
Addendum No. <u>3</u>	Date: <u>7-25-11</u>

The undersigned has checked carefully all of the above figures and understands that the Town shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Attached to this Bid is cash, or a cashiers check or certified check in favor of the Town of Yucca Valley, in an amount equal to at least ten percent (10 %) of the grand total of all items, or a bid bond for said amount in the form furnished by the Town, with the understanding that said security shall be held by the Town until the agreement for doing the work has been entered into, and that said total security shall be forfeited to the Town as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents regardless of the actual total of the bids included in the awards. If awarded the contract, the undersigned agrees that in the

TOWN OF YUCCA VALLEY

ADDENDUM NO. 1

To Contract Documents and Specifications Dated July 2, 2011

TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT

Date Issued: July 18, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. Section 3 Permits and Licenses, Paragraph 2 is amended to add "Classification C-12: Earthwork and Paving Contractor" and reads as follows:

"Contractor must have at the time of bid opening for this project the following California classification of Contractor's license and experience:

Classification A: General Engineering Contractor

and/or

Classification C-12: Earthwork and Paving Contractor

and/or

Classification C-32: Parking and Highway Improvement Contractor

END OF ADDENDUM NO. 1

TOWN OF YUCCA VALLEY

ADDENDUM NO. 2

To Contract Documents and Specifications Dated July 2, 2011

TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT

Date Issued: July 25, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. The item in the bid schedule on Page 4-4 "Pavement markers – Type _____ (removal and replacement)" shall be replaced as follows:

9 Raised Pavement Markers	1,900	EA	\$ _____	\$ _____
Removal and Replacement				

END OF ADDENDUM NO. 2

TOWN OF YUCCA VALLEY

ADDENDUM NO. 3

To Contract Documents and Specifications Dated July 2, 2011

**TOWN OF YUCCA VALLEY
TOWNWIDE SLURRY-CAPE SEAL PROJECT**

Date Issued: July 25, 2011

The following clarifications, amendments, additions, deletions, revisions and/or modifications form a part of the Contract Documents, and change original or previously issued documents only in the manner and to the extent stated. The contract bid price shall reflect all addendum changes and each bidder shall make reference in his bid to all addenda issued on the project.

1. The following Bid Schedule shall replace sheets 4-4 and 4-5.

event of such failure, the actual amount of damages to the Town would be impractical and extremely difficult to determine.

Firm Name: International Surfacing Systems Dated: 7-25-11
Name of Bidder: Alan J. Berger Vice Pres. Phone: 916 373-2420
Signature of Bidder: [Signature] Fax: 916 375-1684

Please indicate whether proprietorship, corporation, or partnership and any use of fictitious business name:

Corporation Partnership Proprietorship

Fictitious Business Name International Surfacing Systems

3. BIDDER'S BOND

TOWN OF YUCCA VALLEY, STATE OF CALIFORNIA

KNOWN ALL PERSONS BY THESE PRESENTS:

That we, International Surfacing Systems as Principal, and Western Surety Company as Surety, are held and firmly bound unto the Town of Yucca Valley as Obligee, hereinafter called Obligee, in the sum of 10% of Total Amount Bid dollars, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain bid of the above bounded International Surfacing Systems to the Town of Yucca Valley dated July 26th, 20 11 is accepted by the Town of Yucca Valley, and if the above bounded Principal, his heirs, executors, administrators, successors, and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) calendar days from the date of the mailing of a notice to the above bounden Principal by and from the said Town of Yucca Valley that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14th day of July, 20 11.

International Surfacing Systems

Principal

By [Signature] Alan S. Berger
Vice President

"corporate seal"

Title:
By [Signature] Ronald D. Bolles
Vice President

~~DIANE M. MINOR
SECRETARY~~

Title:

"corporate seal"

Western Surety Company

Surety

By [Signature]
Attorney-in-Fact Rosalie A. Miszkiel

PLEASE ATTACH NOTARY ACKNOWLEDGMENT

4. INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

- 1.) Address: PO box 980430 west sacramento CA 95798
- 2.) Telephone: 916 373-2420 Fax: 916 375-1654
- 3.) Type of firm - Individual, Partnership, or Corporation: Corporation
- 4.) Corporation organized under the laws of the State of: California
- 5.) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:

- a. INTERNATIONAL SURFACING SYSTEMS
 - b. DAN T. BLANK, PRESIDENT
 - c. ALAN S. BERGER, VICE PRESIDENT
 - c. JOHN A. SHODEN, SECRETARY
 - c. JOHN A. SHODEN, TREASURER
 - d. _____
- } = 3785 CHANNEL DRIVE
WEST SACRAMENTO, CA 95691

ACKNOWLEDGMENT

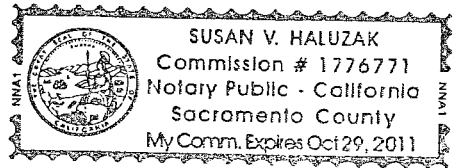
State of California
County of Yolo)

On July 18, 2011 before me, Susan V. Haluzak, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Susan V Haluzak* (Seal)

ACKNOWLEDGMENT

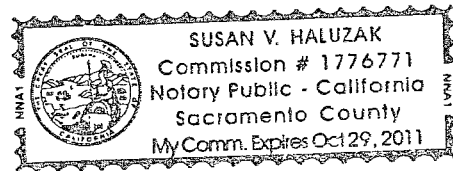
State of California
County of Yolo)

On July 18, 2011 before me, Susan V. Haluzak, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Susan V. Haluzak* (Seal)

ACKNOWLEDGMENT

State of California
County of Sacramento)

On July 14, 2011 before me, Patricia A. Gouker, Notary Public
(insert name and title of the officer)

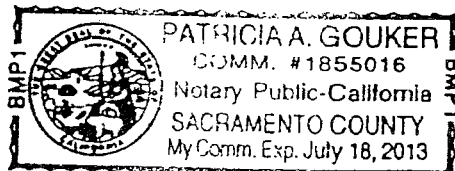
personally appeared Rosalie A. Miszkiel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Rosalie A Miszkiel, P A Gouker, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 14th day of April, 2011.



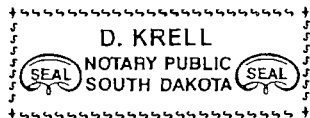
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of April, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of July, 2011.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20 _____.

Principal

By _____
Title:

"corporate seal"

By _____
Title:

"corporate seal"

Surety

By _____
Attorney-in-Fact

PLEASE ATTACH NOTARY ACKNOWLEDGMENT

4. INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) Address: PO box 980480 West Sacramento, CA 95798

2.) Telephone: 916 373-2420 Fax: 916 375-1654

3.) Type of firm - Individual, Partnership, or Corporation: Corporation

4.) Corporation organized under the laws of the State of: California

5.) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:

- a. INTERNATIONAL SURFACING SYSTEMS
- DAN T. BLANK, PRESIDENT
- b. ALAN S. BERGER, VICE PRESIDENT
- JOHN A. SHODEN, SECRETARY
- JOHN A. SHODEN, TREASURER
- c. _____
- d. _____

3785 CHANNEL DRIVE
WEST SACRAMENTO, CA 95691

State	Type of Project	ISS Job#	Owner/Agency	Prime/ Sub	Contact	Project Name	Contract Amt	Year Awarded
NM	ARAM	10-409/10-411	Bureau of Indian Affairs	Prime	Santiago Almaraz, Contracting Officer 602-379-3796	BIA - Navajo Rd-Contract No. RA001110045	\$ 8,637,055.36	2010
CA	ARAM	10-410	City of Oxnard	Sub	Raymond Williams 805-385-7992	City of Oxnard - Sub to Silvia Const. Gonzales Road- SCI Job No 10-645	\$ 247,955.88	2010
AZ	AR Cmp Seal	10-412	Bureau of Indian Affairs	Sub	Clint Neff, Show Low Construction Project Manager, 928-537-1133	BIA-Luepp Rd- Sub to Show Low Const- Luepp Rd- HIR, Show Low Const. No 1002	\$ 194,870.93	2010
AZ	AR Cmp Seal	10-413	City of Sierra Vista	Prime	Angela Dixon-Maher 520-458-5775	City of Sierra Vista - PW 1015 London Square- No 2009-171	\$ 80,825.18	2010
CA	PME Cmp	10-414	City of Modesto	Sub	Rick Cross, Valley Slurry Seal, 916-373-1500	City of Modesto- Sub to VSS ARRA Cape & Slurry-VSS Job No. 10-011	\$ 832,816.42	2010
CA	Mod Binder	10-415	California Department of Transportation Inyo County	Prime	Dan Deyo 760-872-0794	CDOT 09-343104, INYO, 190	\$ 765,338.00	2010
AZ	AR Cmp Seal	10-416	City of Sierra Vista	Prime	Angela Dixon-Maher 520-458-5775	City of Sierra Vista-PW 1027 FY 2009/10 Annual Street Maintenance Project	\$ 331,811.47	2010
CA	AR Cmp Seal	10-417	California Department of Transportation Lake County	Prime	Oungkar Nanne 707-279-2492	COOT 01-491204, LAK, 29	\$ 1,268,965.90	2010
CA	Scrub Seal	10-418	Merced County	Prime	Randi Bardini 209-385-7601	Merced County, Scrub Seal Project Various Rds	\$ 908,597.61	2010
CA	AR Cmp Seal	10-419	California Department of Transportation Lake County	Prime	Oungkar Nanne 707-279-2492	CDOT 01-467514, LAK, 175	\$ 794,825.50	2010
CA	ARAM	10-420	County of Los Angeles	Prime	Colin McCarter 626-458-3116	LA County, Tuna Canyon Rd	\$ 906,490.32	2010
CA	PMAR Cape Seal	10-421	City of West Sacramento	Prime	Vin Cay 916-617-4850	City of West Sac	\$ 2,425,242.70	2010
CA	AR Cmp Seal	10-422	City of Turlock	Prime	Nathan Bray 209-668-5599	City of Turlock	\$ 80,295.56	2010
CA	Mod Binder	10-423	City of Sierra Vista	Sub	Valley Slurry Seal, 916-373-1500	City of Sacramento- Sub to VSS 2010 Seal Coat Project	\$ 870,186.70	2010
CA	PMAR Cape Seal	10-424	City of Susanville	Prime	Craig Pratt 530-257-1050	City of Susanville	\$ 769,900.00	2010
CA	AR Cmp Seal	10-425	City of Tracy	Prime	Mohab Argand 209-831-6467	City of Tracy	\$ 562,045.90	2010
CA	Mod Binder	10-426	California Department of Transportation Mono County	Prime	Dan Deyo 760-872-0794	CDOT 09-343004, Mono, 6	\$ 650,405.00	2010
CA	PMAR Cape Seal	10-427	Lassen County	Prime	Larry Miller 530-251-8288	Lassen County-Roads in Lake Leavitt Sub Division	\$ 316,766.00	2010
CA	AR Cmp Seal	10-428	Mariposa County	Prime	Brian Atkinson 209-966-5356	County of Mariposa	\$ 673,986.54	2010
CA	AR Cmp Seal	10-429	City of Los Altos	Prime	Larry Lind 650-947-2780	City of Los Altos	\$ 159,420.00	2010

CA	Scrub Seal	10-430	County of Shasta	Prime	Ron Fox 530-225-5661	County of Shasta- 2010 Resurfacing	\$	782,963.00	2010
CA	Mod Binder	10-431	City of Rancho Cordova	Sub	Lisa Naber, Martin Engineering 916-355-8101 Dennis Franzen, Top Grade Constl, 925-449-5764	City of Rancho Cordova-Sub to Mann Gan Eng. Rossmoor/Zinfandel Dr	\$	303,812.00	2010
CA	AR Cape Seal	10-432	City of San Jose	Sub	Bruce Spilka 480-595-4224	City of San Jose- Sub to Top Grade Construction, 2010 Prop. 18 Street Resurf	\$	464,395.00	2010
AZ	Smooth Seal	10-433	Desert Mountain HOA	Prime	Bruce Spilka 480-595-4224	Desert Mountain-Desert Mountain Master Association	\$	929,758.55	2010
AZ	Smooth Seal	10-434	Desert Mountain HOA	Prime	480-595-4224 Robin Allen 928-636-7140	Desert Mountain-Arrowhead Owners Association	\$	120,971.57	2010
AZ	Double Chip Seal	10-435	Town of Chino Valley	Prime	Daniel Hirsan, Hall Hays Constl, 951-788-0703	Town of Chino Valley-2010 Chip Seal Project	\$	482,460.00	2010
CA	Chip Seal	10-436	USDOT	Sub	Lynelle Benalile Contracting Officer 505-853-8404	USDOT, Deain Valley, Sub to Hall Hays Construction	\$	173,575.00	2010
NM	AR Chip Seal	10-437/10-450	Bureau of Indian Affairs	Prime	Kevin Burke 530-757-5686	BIA- Gallup, New Mexico- ARPA- RA000910190	\$	4,792,549.66	2010
CA	Smooth Seal	10-438	City of Davis	Prime	Kyle Lei 510-577-3428	City of Davis- Double Chip Seal Program	\$	712,435.12	2010
CA	AR Chip Seal	10-440	City of San Leandro California Department of Transportation	Prime	Dennis Franzen, Top Grade Constl, 925-449-5764	City of San Leandro Annual Street Sealing 2009-10	\$	492,682.90	2010
CA	AR Chip Seal	10-441	Alameda County	Sub	Jim Bennett, Knife River Constl, 530-891-6595	CDOT 04-447904- Sub to Top Grade Construction	\$	2,364,500.00	2010
CA	AR Chp/Slurry	10-443	City of Chico	Sub	Larry Carlson, Ace Asphalt, 602-304-4123	City of Chico- Sub to Knife River Construction	\$	249,858.70	2010
AZ	AR Chip Seal	10-444	Syudy Enterprises LP	Sub	Merrill Buck, CSG Consultants, 650-445-7829	Glendale 9 Drive In - Sub to Ace Asphalt	\$	100,877.15	2010
CA	AR Chip	10-446	City of San Carlos	Prime	Kevin Mcgee, George Reed, 209-523-0734	City of San Carlos-Asphalt Rubber Chip Seal Project 2010	\$	281,345.00	2010
CA	AR Cape Seal	10-447	City of Ripon	Sub	Kevin Mcgee, George Reed, 209-523-0734	City of Ripon- Sub to George Reed North Renabilitation Project	\$	179,627.66	2010
CA	PME Cape Seal	10-448	City of Los Banos	Sub	Christine Finney 623-773-7115	City of Los Banos- Sub to George Reed 2010 Street Overlay's Phases 1&2	\$	159,280.00	2010
AZ	PMAR Chip Seal	10-452	City of Peoria	Prime	Brett Lang 241-7373	City of Peoria- ACOND7110, Solicitation # P10-0030	\$	1,433,718.92	2010
AZ	AR Chip Seal	10-458	Horizon Villas HOA	Prime	Brett Lang 241-7373	Horizon Villas Condos	\$	32,880.25	2010

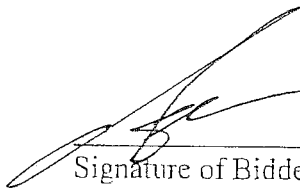
5. EXPERIENCE OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) The bidder has 14 years of experience as a contractor in construction work and has been engaged in the contracting business under State License No. 736996, Class A for a period of 14 years.

2.) The bidder's three most recently completed contracts are:

	<u>1</u>	<u>2</u>	<u>3</u>
Title of Project:	<i>see attached</i>		
Owner:			
Address:			
Telephone Number:			
Contact Person:			
Date Completed:			


 Alan S. Berger
 Vice President

 Signature of Bidder

6. LIST OF SUBCONTRACTORS

In compliance with the provisions of the Public Contract Code, Section 4104, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid. The undersigned bidder agrees that any portions of the work in excess of one-half of one percent (1/2 of 1%) of the total amount of this bid for which there is no subcontractor designated herein, will be performed by the undersigned. The portion of the work, which will be done by each subcontractor, is as follows:

<u>Work to be Performed</u>	<u>Subcontractor's Name & Place of Business</u>	<u>License No.</u>
1. <u>Slurry Seal</u>	<u>Valley Slurry Seal</u> <u>3785 Channel Dr.</u> <u>West Sacramento, CA 95691</u>	<u>293727</u>
2. <u>Striping + Striping</u> <u>Removal</u>	<u>Chrisp Company</u> <u>2280 South Lilac Ave.</u> <u>Bloomington, CA 92316</u>	<u>374600</u>
3. <u>Skim Patch, Remove +</u> <u>Replace AC</u>	<u>PAL General Engineering</u> <u>2615 Camino Del Rio #308</u> <u>San Diego, CA 92108</u>	<u>016931</u>
4. _____	_____	_____
_____	_____	_____
5. _____	_____	_____
_____	_____	_____
6. _____	_____	_____
_____	_____	_____

7. MAJOR MATERIAL SUPPLIERS INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

ITEM / MATERIAL	MANUFACTURER	SUPPLIER
1. <u>Type II Aggregate</u>	<u>Vulcan Materials</u>	<u>Vulcan Materials</u>
2. <u>3/8" Chip</u>	<u>Coachella Valley Aggregate</u>	<u>Coachella Valley Aggregate</u>
3. <u>Emulsions</u>	<u>VSS Emultech</u>	<u>VSS Emultech</u>
4. <u>Thermoplastic</u>	<u>Ennis</u>	<u>Ennis</u>
5. <u>Payement Markers</u>	<u>Stimsonite</u>	<u>Ennis</u>
6. <u>Asphalt Concrete</u>		<u>Grant Construction</u>
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

Note: Awarding of a contract under this bid will not imply approval by the Town of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after the bid opening unless equipment or material of the listed manufacturers or suppliers cannot meet the specifications or unless otherwise approved by the Town Engineer.

8. CONTRACTOR'S INDUSTRIAL SAFETY RECORD

The information required for these items is the same as required for Columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

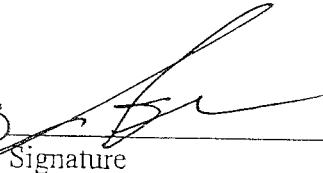
Record Last Five (5) Full Years

	Number of Contracts	Total Amount of Contracts (thousands of dollars)	Number of fatalities	Number of lost work days	Number of lost workday cases involving permanent transfer to another job or termination of employee
Current Year thus far 2009	105	65,993,000.00	0	2	5
2009	112	51,222,000.00	0	0	0
2008	110	34,912,000.00	0	5	2
2007	112	15,615,000.00	0	1	0
2006	110	30,330,000.00	0	3	3
2005	61	16,027,000.00	0	3	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

International Surfacing Systems

Name of Bidder



Signature

Alan S. Berger
Vice President

3785 Channel Dr.

Address

736996

State Contractor's Lic. No.

West Sac, CA 95691

Town

State

Zip Code

916373-2420

Telephone No.

916 375-1654

FAX No.

<u>Equip #</u>	<u>Equipment Description</u>
6450	DIESEL ARROWBOARD
6451	DIESEL ARROWBOARD
6452	DIESEL ARROWBOARD
AB03	ARROWBOARD TRAILER
AB04	ARROWBOARD TRAILERS
AB05	ARROWBOARD TRAILER
AB06	ARROWBOARD TRAILER
UP022	89 FORD UTILITY VAN-LEASED
MG01	CAT 12 G GRADER
TR040	02 WSS HOT OIL HEATER TRAILER
HR001	00 HEAT RETORT BURNER
BH001U	ASPHALT BOOSTER HEATER
DP001	BUFFALO FORGE DRILL PRESS
CB018U	07 BC CHIP SPREADER
CB011	Flaherity Chip Spreader 12'Spd
CB014	BC 2002 CHIP SPREADER
CB015	00 BC 2002 CHIP SPREADER
CB019U	07 BC CHIP SPREADER
D011	78 KEN BC SPREADER TRK
D001	01 FREIGHTLINER
D002	01 FREIGHTLINER
D003A	97 FRGHTLNR 3,800gl DIST TRK
D004A	97 FRGHTLNR 3,800gl DIST TRK
D005A	97 FRGHTLNR 3,800gl DIST TRK
D006A	97 FRGHTLNR 3,800gl DIST TRK
D009	89 FGTLNR 3,600gl DISTR TRUCK
D010	85 FREIGHTLINER 16" BEAR CAT
D022	82 GMC 4,000gl Distr Trk-lease
D024	82 GMC 4,000gl Distr Trk-lease
6400	91 BUILT-RITE FLATBED TRAILER
TR029	02 TOW MASTER 20ton TRAILER
TR030	02 TOW MASTER 20ton TRAILER
TR033	79 MILLER TLTBD TRLR
TR035	87 JACOBSEN 2AX LOADER TRAILER
TR036	88 JACOBSEN TILT BED TRAILER
TR037	91 JACOBSEN TILT BED TRAILER
TR038	90 ZIEMAN 20T TILT BED TRAILER
TR041	SAW TRAILER
LB08U	08 LANDOLL TRAILER
TR005	99 2 AXLE SUPPORT TRAILER
TR006	99 1 AXLE BROOM TRAILER
TR008	86 Wells Cargo FB Trlr-leased

TR009 79 TANDOM FLTBD TRLR-LEASED
 TR023 98 TOWMASTER EQUIP TRAILER
 TR024 98 TOWMASTER EQUIP TRAILER
 TR025 98 TOWMASTER EQUIP TRAILER
 TR026 01 PJ TRAILER
 TR027 00 WELLS CARGO TRLR
 TR028 02 TOWMASTER T40 TRAILER
 TR034 82 JACOBSEN 2AX LOADER TRAILER
 TR042 85 Jacobsen Trailer (2 axle)
 UT012U 2002 24' FLATBED TRUCK
 TR021 89 Util 48' FB Trailer-leased
 TR022 89 Util 48' FB Trailer-leased
 FLO20 87 CAT R-80 FORKLIFT
 FLO21U 99 JCB LOADALL FORKLIFT
 FLO22U JCB 530BHL REACH LIFT
 FLO15 RT706G FORKLIFT
 FLO16 RT708G FORKLIFT
 FLO17U 1994 CAT RC-60 FORKLIFT
 FLO18U 1997 CAT RC-60 FORKLIFT
 FT010 60 GMC 4,000gl Fuel Trk-leased
 ST029BT BULK STORAGE TANK
 T050BT BULK STORAGE TANK
 T054BT BULK STORAGE TANK
 T021BT BULK STORAGE TANK
 ST030BT BULK STORAGE TANK
 GN001U TAYLOR 400KW GENERATOR
 PG02U PAVEMENT GRINDER PP300
 HT018 91 ISI Heat Tank Trlr-leased
 HT01U 01 GENCOR HEAT TNK TRLR-LEASED
 HT021U 00 CEI HEAT TANK TRLR-LEASED
 HT016 80 Childers Heat Tnk Trl-lease
 HT017 81 KCE Heat Tank Trlr-leased
 HT019 76 CEI Heat Tank Trlr-leased
 HT020 00 CEI Heat Tank Trailer
 HT022 00 CEI HEAT TANK TRAILER
 HB01U 01 4000GL HTR BLEND TRLR-LEASE
 HB010 80 BC 3,000gl HB Trlr-leased
 HB02U 02 SAUNCO HTR BLENDER-LEASED
 HB013 88 ISI 2,500gl HB Trlr-leased
 HB016 91 ISI HB Trailer
 HB019U 04 HEAT BLENDER TRAILER
 HB06U 08 HEATER BLENDER
 550 91 FORD DIESEL PICKUP
 TC01 2000 FORD F550 TRK
 TC02 04 FORD F-550 PU
 TC03U 08 FORD F550 TC PICKUP
 UT01 89 FORD FLATBED TRUCK

UT010U 06 FORD F550 DUMP BED TRUCK
UT02 01 FORD F-550 DUMP
UT03 78 INTL 2t SERVICE TRUCK
UT04 01 FORD F-450 FLATBED
UT05 92 F800 DSL 3 TON BOX VAN
UT06 01 FORD F-450 FLATBED
UT07 80 GMC 3t FLATBED TRUCK
SP042 00 FORD F-350 SUPERCAB
SP043 00 FORD F-350 TRUCK
SP045 99 DODGE 3/4t PICKUP
SP046 99 DODGE 3/4t PICKUP
SP047 99 DODGE 3/4t PICKUP
SP063 08 FORD F250 PICKUP
SP064 08 FORD F250 PICKUP
ST028 02 CHEVY SERV TRUCK
ST030 95 INTL SERVICE TRUCK
SP041 00 FORD F-350 SUPERCAB
SP044 00 FORD F-350 TRUCK
KB011 LAY-MOR SWEEPMASTER 8C BROOM
KB012 LAY-MOR SWEEPMASTER 8C BROOM
KB013 WALDON SWEEPMASTER 8C HIWAY
KB014 WALDON SWEEPMASTER 8C HIWAY
KB015 WALDON SWEEPMASTER 8C HIWAY
KB016 WALDON SWEEPMASTER 8C HIWAY
KB017 WALDON SWPMSTR 8C HWY BROOM
KB018 WALDON SWPMSTR 8C HWY BROOM
KB005 98 BROCE KICK BROOM
KB006 98 BROCE KICK BROOM
KB007 98 BROCE KICK BROOM
KB008 BROCE KICK BROOM
KB009 BROCE KICK BROOM
KB010 BROCE KICK BROOM
SP057 06 FORD F150 PICKUP TRUCK
SP058 06 FORD F250 PICKUP TRUCK
SP060 08 FORD F250 PICKUP TRUCK
SP069 09 FORD F250
UP01 01 FORD F-250
UP02 01 FORD F-250
UP03 01 FORD F-250
SP039 00 FORD F-250 PICKUP
SP040 00 FORD F-250 PICKUP
SP062 08 FORD F150 PICKUP
SP067 08 FORD F150 PICKUP
ST025 91 Dodge Ram Util Truck-leased
SP065 08 FORD F150 PICKUP
SP061 08 FORD F250 PICKUP TRUCK
SP049 01 FORD F-250

SP050 01 FORD F-250
 SP051 02 FORD F250 3/4t PU
 SP066 08 FORD F150 PICKUP
 sp068 09 FORD F150
 SP037 98 CHEVY SILVERADO 1/2t PU
 SP053 02 FORD F150 PICKUP
 SP055 2003 FORD F-150 PICKUP
 SP056 98 FORD F150 PICKUP
 SP059 02 FORD F150 PICKUP
 LD03 FIATALLIS 140 WHL LOADER
 LD04 CASE 680H BACKHOE
 LD001 83 CASE 580D LOADER SCRAPER
 LD002U KAWASAKI WHEEL LOADER
 LB02 91 TRAIL KING TRAILER
 LB03 93 TRAILKING LOWBEB TRLR
 LB04 81 WISAND TRAILER
 LB05 78 COZAD 50T LOW BED TRAILER
 LB06 00 LANDOL TRLR 660A-48
 LB07 88 LANDALL FLTBD TRLR-LEASED
 LB01 97 LANDOLL LOWBED TRAILER
 MF05 SENSOR,HOT OIL ASPH RUBBER
 MF06 SENSOR,HOT OIL ASPHLT RUBBER
 MF001 MASS FLOW METER
 MF002 MASS FLOW METER
 MF003 MASS FLOW METER
 MF004 MASS FLOW METER
 ST026 94 FORD FLTBD SERVICE TRUCK
 ST027 94 FORD FLATBD SERVICE TRUCK
 ST029 95 FGTLNR LUBE TRUCK
 ST031BU 98 3AXLE PETE TRUCK BODY
 ST031U 98 3-AXLE PETERBILT TRUCK
 SM001U SUPRATION MILL ASSEMBLY
 MB01 PCMS DOT SIGN-LEASED
 MB02 PCMS DOT SIGN-LEASED
 MB03 LED SIGN
 MB04 PCMS DOT SIGN
 PB010U 06 STREET SWEEPER
 PB011U 06 STREET SWEEPER
 PB012U 07 STREET SWEEPER
 PB05 86 MOBILE STREET SWEEPER
 PB06 87 MOBILE ZTE4 STREET SWEEPER
 R016 97 HYPAK 9 WH PNEU ROLLER
 R017 97 HYPAK 9 WH PNEU ROLLER
 R018 97 HYPAK 9 WH PNEU ROLLER
 FT01U 96 FORD F700 PROPNE TRK-LEASED
 FT02U 96 FREIGHTLINER PROPANE TRUCK
 FT03U 89 FORD PROPANE TRUCK

AT039 76 WEST MARK 4,400gl PLL TRLR
 AT040 74 BEALL 4,200gl PLL TRLR
 DR018S 79 BEARCAT 4500GL TANK TRAILER
 DR028S BC 4,500gl TNK TRLR-LEASED
 DT015 61 FRUE DILIENT TRLR-LEASED
 TD010T 96 RELIANCE TRAILER
 TD011T 03 RELIANCE TRANSFER TRAILER
 TD012T 03 RELIANCE TRANSFER TRAILER
 TD013T 03 RELIANCE TRANSFER TRAILER
 TD015B 05 RELIANCE SUPER DUMP BED
 TD08B 03 RELIANCE TRANSFER BOX SET
 TD08T 87 RELIANCE TRAILER
 WW01 Water Trlr Sngle axle shp blt
 AT046U 92 FONTAINE TRAILER
 AT001 00 WESTMARK 4,500GL PULL TRLR
 AT002 00 WESTMARK 4,000GL PULL TRLR
 AT006 90 ISI H A Tanker Trlr
 AT007 86 Frue H A Tanker Trlr-leased
 AT009 78 Ernye Asphalt Trlr-leased
 AT010 80 Beall Asphlt Tnk Trlr-lease
 AT013 82 Beall Asphalt Trlr-leased
 AT014 79 Beall A Tanker Trlr-leased
 AT015 79 Beall A Tanker Trlr-leased
 AT016 79 Beall A Tanker Trlr-leased
 AT017 78 Beall Asphlt Tnk Trlr-lease
 AT031 97 PUP TRAILER
 18612U 01 POLAR PULL TRAILER
 DT014 57 Util Diluent plITrlr-lease
 88381U 01 BEALL PNEU PULL TRLR
 88383U 01 BEALL PNEU PULL TRLR
 89390U 06 BEALL PNEU PULL TRLR
 RV01 17000GL REACT'VES'L TRLR-LEASE
 RV03U 04 REACTION VESSEL TRAILER
 RV022U 00 CEI 25HOC HOT PLANT-LEASED
 RV02U 20,000GL REACT VESL TRLR-LEASE
 RV05U 06 MACROPAVER REACTION VESSEL
 HP014 88 ISI HP Asph Pmp Trlr-leased
 HP016 90 ISI 5,500gl HP TnkTrl-lease
 HP018 91 ISI 5,500gl HP TnkTrl-lease
 HP019 91 ISI 5,500gl HP TnkTrl-lease
 RV021 99 CEI 25HOC HOT PLANT-LEASED
 RV024U 04 REACTION VESSEL TRAILER
 RV06U 08 REACTION VESSEL W/10KGL TNK
 R012U CAT PS180 ROLLER-LEASED
 R013U CAT PS180 ROLLER-LEASED
 R015U 94 CAT PS180 PNEU ROLLER-LEASE
 R019 PS-180 CAT ROLLER

R020 CAT ROLLER PS-180
 R021 CAT ROLLER PS-180
 R022 BROS 9 WHEEL PNEU. ROLLER
 R023 74 BROS 9WHL PNEU ROLLER
 R024 CAT PS180 WHEEL ROLLER
 RH01U 01 RUBBER WEIGH HOPPER-LEASED
 RH016U 01 RUBBER AUGER TRLR-LEASED
 RH02U 02 RUBBERWEIGH HOPPER - LEASED
 RH03U DUAL HOPPER RUBBER TRAILER
 RH010 95 Rubber Auger Trailer-leased
 RH011 95 Rubber Auger Trailer-leased
 RH014 98 Rubber Auger Trailer
 RH015 99 RUBBER AUGER TRAILER
 RH017U 04 RUBBER TRAILER DUAL HOPPER
 RH06U 08 RUBBER TRAILER DUAL HOPPER
 DR047 01 PETE W/BC SPREADER
 DR048 02 PETE 378 BC SPREADER TRUCK
 D007 79 Ford 2,000gl Distr Trk-leas
 DR027S BC 4,500gl Tank Trailer-leased
 DR029S BC 4,500gl Tank Trailer-leased
 DR031S BC 4,500gl Tank Trailer-leased
 DR032S BC 4,500gl Tank Trailer-leased
 DR033S BC 4,500gl Tank Trailer-leased
 DR034S BC 4,500gl Tank Trailer-leased
 DR035S BC 4,500gl Tank Trailer-leased
 DR014N 77 BC 4,200gl Tank Trlr-leased
 DR015N 77 BC 4,200gl Tank Trlr-leased
 R025U HYPAC C850B AVS DRUM COMPACTOR
 R026 98 HYPAC C-350D ROLLER
 S001 VSS SELF CONTAINED SAND SPREAD
 SB01 SCRUB BROOM TRAILER
 6221 HOTSEY CLEANING MACHINE
 BP01 DIAMOND PM230T SPRAYER
 CP01 NAC COMPRESSOR
 CP02 CFM DIESEL COMPRESSOR 180-195
 PW02 HOTSY PRESSURE WASHER
 PW03 PARTS WASHER SYSTEM
 PW04 HOTSY PRESSURE WASHER
 W001 LINCOLN 250 WELDER
 CP03 07 INGERSOLL RAND AIR COMPRESS
 PW01 ALKOTA PRESSURE WASHER
 SC001 ALKOTA STEAM CLEANER FILTRATN
 OFF004 44' BLOCK WALL & ELECTRIC GATE
 RU01 SNAP-ON AC RECHARGER
 IB01 HOTSY DRY ICE BLASTER
 IB02 HOTSY DRY ICE BLASTER
 PW05 PRESSURE WASHER

LD05U MUSTANG SKID STEER LOADER
DR030S BC 4,500gl Tank Trlr-leased
TD001 00 KEN SUPER 16 DUMP TRUCK
TD002U 95 KENWORTH SUPERDUMP
TD003U 99 KENWORTH SUPERDUMPT
TD004U 99 KENWORTH SUPERDUMP
TD005U 99 PETERBILT SUPERDUMP
TD006U 07 PETERBUILT SUPER DUMP TRK
TD007U 07 PETERBILT SUPER DUMP TRK
SS01 ISI SUPER AIR SCRUBBER
SS02 ISI SUPER AIR SCRUBBER w/Blowr
SS03 89 ISI SUPER AIR SCRUBBER W/BL
SS04 ISI Super Air Scrubber W/Blwr
SS05 ISI SUPER AIR SCRUBBER W/BLOWR
SS06U ISI SUPER AIR SCRUBBER
SS07U 08 SNIFFER
SS08U 08 SNIFFER
SS09U 08 SNIFFER
SS10U 08 SNIFFER
PB01 MOBIL SWEEPER
PB02 86 MOBIL SWEEPER
PB03 86 MOBIL SWEEPER
PB08U 99 MOBILE STREET SWEEPER
PB09U 85 MOBILE STREET SWEEPER
RC01U SWEEPER CONVEYOR TRAILER
RC02U 08 SWEEPER CONVEYOR
18090U 96 BEALL 8,200GL TANK TRAILER
18611u 01 POLAR TANK
18770U 95 POLAR TANK TRAILER
AT035 00 POLAR TANK TRLR
AT036 00 POLAR TANK TRLR
AT045 77 FRUE SEMI TRAILER
AT021 99 POLAR SEMI TNK TRAILER
AT022 99 POLAR SEMI TNK TRLR
AT023 99 POLAR SEMI TNK TRLR
AT024 99 POLAR SEMI TNK TRLR
AT025 99 POLAR SEMI TNK TRAILER
AT026 00 POLAR SEMI TNK TRLR-LEASED
AT027 00 POLAR SEMI TNK TRAILER
AT028 00 POLAR SEMI TNK TRAILER
AT029 00 POLAR SEMI TNK TRAILER
AT032 02 POLAR TANK TRAILER-LEASED
AT033 02 POLAR TANK TRAILER-LEASED
AT034 02 POLAR TANK TRAILER-LEASED
AT041U 00 POLAR TANK TRLR
AT042U 00 POLAR TANK TRLR
AT043U 00 POLAR TANK TRLR

AT044U 00 POLAR TANK TRLR
 18849U 99 POLAR TANK TRAILER
 18850U 99 POLAR TANK TRAILER
 AT005U 90 ISI TANK TRAILER
 AT011 80 BEAL ASP TANK TRLR-LEASED
 AT037U 00 POLAR TNK TRLR
 AT038U 00 POLAR TNK TRLR
 88380U 01 BEALL PNEU SEMI TRLR
 88382U 01 BEALL PNEU SEMI TRLR
 89388U 07 BEALL TRANSFER TRLR
 18340U 98 PETERBILT
 18345U 98 PETERBILT
 18610U 02 FREIGHTLINER
 DR018U 1995 TWO AXLE PETERBILT
 DR028 94 FREIGHTLINER
 T050 82 KENWORTH TRACTOR TRK
 T051 84 KENWORTH TRACTOR TRK
 T052 84 KENWORTH W900 TRUCK
 T053 78 PETERBILT
 T054 89 FREIGHTLINER EXTDED FLATBED
 T055 81 Peterbilt Cabover
 T057 98 PETERBILT OIL TRUCK
 T058U 04 FREIGHTLINER
 T059 80 Peterbilt Truck
 T060U 00 FREIGHTLINER
 WT02 87 PETE WATER TRUCK
 DR030 85 Freightline(90ISIRAO)lease
 DR033 86 Freightline(90ISIRAO)lease
 DR035 86 Freightline(90ISIRAO)lease
 DR036 03 FREIGHTLINER-LEASED
 DR037 03 FREIGHTLINER-LEASED
 DR038 03 FREIGHTLINER-LEASED
 DR039 03 FREIGHTLINER-LEASED
 DR040U 2003 FREIGHTLINER - LEASED
 DR041U 2003 FREIGHTLINER - LEASED
 DR042U 2003 FREIGHTLINER - LEASED
 DR043U 2003 FREIGHTLINER - LEASED
 DT012 66 Beall Diluent pl Trlr-lease
 WT01 95 FGTLNR 2,000gl WATER TRUCK
 T021 84 Freightliner Cabover-leased
 T031 85 Frtlnr Cabover Truck-leased
 T032 85 Freightliner Cabover-leased
 T035 00 Freightliner
 T036 00 Freightliner
 T037 00 FREIGHTLINER
 T038 00 FREIGHTLINER
 T039 00 FREIGHTLINER

T040 00 FREIGHTLINER
T041 00 FREIGHTLINER
T042 00 FREIGHTLINER
T043 00 FREIGHTLINER
T044 03 FREIGHTLINER-LEASED
T045 03 FREIGHTLINER-LEASED
T046 03 FREIGHTLINER-LEASED
T048 03 CENTURY FREIGHTLINER-LEASED
T061U 00 FREIGHTLINER
T062U 00 FREIGHTLINER
T063U 00 FREIGHTLINER
T064U 00 FREIGHTLINER
T065U 00 FREIGHTLINER
T030 86 FREIGHTLINER-LEASED
T049U 03 CST120 FREIGHTLINER-LEASED
T066U 04 PETERBILT
T067U 04 PETERBILT
T068U 04 PETERBILT
T069U 04 PETERBILT
T047 98 FREIGHTLINER
89380U 06 PETE 378
89383U 07 PETE 357
89385U 07 PETE 357
89386U 07 PETE 357
TD010 96 PETERBILT TRANSFER
TD011 93 PETERBILT
TD012 93 PETERBILT
TD013 93 PETERBILT
TD015 90 PETE SUPER DUMP TRUCK
TD08 97 PETERBILT TRACTOR
18350U 98 PETERBILT
18360U 00 FREIGHTLINER
18365U 00 FREIGHTLINER
6127 VECTRA COMPUTER-SURPLUS
B014 80 ARC MT BLENDR TRLR-SURPLUS
COM010 COMPAQ COMPUTER-SURPLUS
D023 82 GMC DISTR TRK-SURPLUS
D025 82 GMC DISTR TRK-SURPLUS
DT013 57 BEAL DILUENT TRLR-SURPLUS
DT018 62 FRUE DILUENT TRLR-SURPLUS
18091U 96 BEALL TRAILER

EQUIPMENT LIST

QUANTITY	NAME, TYPE & CAPACITY	CONDITION	LOCATION
16	Macropavers, 12 yards	Good	W. Sacramento
4	CAT 930 Loaders, 3 yard	Good	W. Sacramento
7	Emulsion Tankers, 10,000 Gal.	Good	W. Sacramento
40	Various Pickups	Good	W. Sacramento
2	Bomag, 14' Paver	Good	W. Sacramento
2	Ingersall Rand Rollers	Good	W. Sacramento

9. CERTIFICATION OF SAFETY REQUIREMENTS

To work as a contractor or vendor with the Town of Yucca Valley, your organization is required to certify that it has an active on-the-job written Injury and Illness Prevention Program. This program is essential to make the job as accident-free as possible and to comply with Federal and State Safety Standards.

The undersigned bidder hereby certifies that his/her organization has an active written Injury and Illness Prevention Program, as required by Cal-OSHA under Title 8, General Industry Safety Orders Section 3203 and/or the CSO Section 1509, that ensures compliance with and enforcement of current minimum Cal-OSHA Safety Standards, and that his/her organization has knowledge of these standards that are applicable to the job operations. This includes a program for ensuring employees have been trained to recognize hazards of their job.

The undersigned bidder also hereby certifies that his/her organization has an active written Hazard Communication Program with evidence that all employees have been trained in safe use and handling of chemicals on the job site, and a file which will be made available for review by the Town of Yucca Valley of each Material Safety Data Sheet (MSDS) on those chemicals kept on the site.

Signature of bidder:

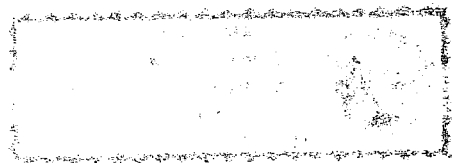
Alan S. Berger

Title:

Vice President

Name of Organization:

INTERNATIONAL SURFACING SYSTEMS



10. NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of Yolo) ss

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

Subscribed and sworn to before me this 25th day of July, 20 11.

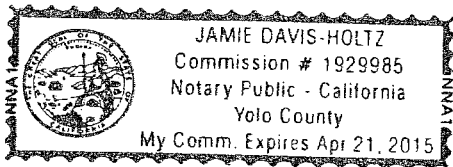
[Signature]
Notary Public

By: [Signature]

Alan S. Berger
Vice President

Title

Date: 7-25-11



11. CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. The pertinent requirements and wage rates are on file at the office of the Town Engineer, 58928 Business Center Drive, Yucca Valley, California, 92284.

International Surfacing Systems
Name of Company

3785 Channel Dr.
Address

West Sacramento CA 95691
City, State, and Zip Code

Alan S Berger
Name of Bidder (printed)

Alan S. Berger
Vice President
Signature of Bidder

7-25-11
Date

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Barbara Noble, Engineering Technician II
Date: August 8, 2011
For Council Meeting: August 16, 2011

Subject: Ordinance No.
Traffic Speed Surveys
Juarez Drive, Between Palomar and Joshua Lane
Retain Existing Posted Speed of 35 Miles Per Hour

Prior Council Review: The Town Council reviewed this matter at its meeting of April 5, 2011, and requested staff to reevaluate the proposed speed zone for Juarez Drive.

Recommendation: That the Town Council introduces the Ordinance, amending Title 12, Chapter 12.20 of the Town of Yucca Valley Municipal Code, Section 12.20.020, Entitled "Changes in State Law Speed Limits" by establishing the recommended speed limit for Juarez Drive, and rescinding that portion of the Ordinance that establishes the existing speed zone, based upon the findings contained in the Staff Report.

AN ORDINANCE OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 12 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE BY AMENDING SECTION 12.20.020 ENTITLED "CHANGES IN STATE LAW SPEED LIMITS" OF CHAPTER 12.20 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE ESTABLISHING SPEED LIMIT

Executive Summary: Cities must perform radar speed surveys in order to establish radar enforceable speed limits. Radar speed zones must be updated in accordance with State law in order to remain enforceable through the use of radar by the Sheriff's Department.

Order of Procedure:

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

Discussion: On April 5, 2011, re-establishment of 12 existing speed zones had been brought before Town Council for consideration. Concerns for justification were expressed in raising the speed limit on Juarez Drive, between Palomar Avenue and Joshua Lane, from 35 mph to 40 mph. Preferences were to keep side streets as low as possible and Juarez Drive was removed from the Ordinance.

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

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

An engineering and traffic survey speed reduction report has been prepared by the Town Engineer/Traffic Engineer. Justification used for the proposed reduction is warranted on specific factors based on the Vehicle Code and the California MUTCD. The Town Engineer's/Traffic Engineer's recommendation is necessary in order for the speed limit to be enforced by radar.

The following findings are based upon the Vehicle Code and the Manual For Uniform Traffic Control Devices.

The existing horizontal curve in the road supports the need for a lower speed limit.
The length of the roadway is less than 0.5 miles.
The width of the roadway is 25' or less.
The roadway is located in a residential neighborhood.
The potential of on-street parking may result in decreased roadway width availability.

The following street and speed zone is recommended:

<u>Street Section</u>	<u>Posted Speed</u>	<u>Proposed Speed Limit</u>
Juarez Dr: Palomar Ave. to Joshua Ln.	35	35

Alternatives: The speed limit recommended by the Traffic Engineer is necessary in order to be enforceable by radar. No alternatives are recommended by staff.

Fiscal impact: There are no additional costs for an existing speed limit sign.

Attachments: Radar Speed Limit Survey
Traffic Safety Policy #16
California Vehicle Code – Section 40802

ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 12 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE BY AMENDING SECTION 12.20.020 ENTITLED "CHANGES IN STATE LAW SPEED LIMITS" OF CHAPTER 12.20 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE ESTABLISHING SPEED LIMIT

The Town Council of the Town of Yucca Valley does ordain as follows:

SECTION 1. Title 12 of the Town of Yucca Valley Municipal Code is hereby amended by adding to Section 12.20.020 of Chapter 12.20 the following street, portions affected, and declared prima facie speed limit:

<u>Name of Street</u>	<u>Portion Affected</u>	<u>"Declared Prima Facie Speed Limit (In Miles Per Hr)"</u>
Juarez Dr.	Palomar Ave. to Joshua Ln.	35

Except as so amended, all other provisions of said Chapter shall remain in effect.

SECTION 2 NOTICE OF ADOPTION. Within fifteen (15) days after the adoption hereof, the Town Clerk shall certify to the adoption of this Ordinance and cause it to be published once in a newspaper of general circulation, printed and published in the County and circulated in the Town pursuant to Section 36933 of the Government Code.

SECTION 3 EFFECTIVE DATE: This Ordinance shall become effective thirty (30) days from and after the date of its adoption.

APPROVED AND ADOPTED by the Town Council as signed by the Mayor and attested by the Town Clerk this 16th day of August 2011.

MAYOR

ATTEST:

APPROVED AS TO FORM:

TOWN CLERK

TOWN ATTORNEY

ENGINEERING & TRAFFIC SURVEY SPEED REDUCTION ENGINEERING REPORT

ROAD NAME: Juarez Dr.	SEGMENT LIMITS BETWEEN Joshua Lane & Palomar	TRAFFIC COUNTS BY: Counts Unlimited
SURVEY DATE 1/31/11		PAGE 1 OF 1

PURPOSE

To reduce regulatory speed limits for additional 5 mph (10 kmp) as permitted according to Section 2B.13 of the MUTCD in compliance with CVC Section 627 and 22358.5, to improve traffic safety and address concerns of the community.

The following factors were reviewed and considered for the additional 5 mph (10 kph) reduction of the speed limit based on the 85th percentile speed. The recommended speed limit is shown in the speed survey map. As a result of the review, the recommended speed limit for this segment of road is 35 mph.

Section 1 - Roadway Characteristics

Width/ # of lanes	<u>25 1/2</u>	Roadside Dev./Terrain:	<u>Residential</u>
Shoulder:	<u>Dirt</u>	Parking Practices:	<u>On Street</u>
Profile/Grade:	<u>Flat</u>	Pedestrian Activity:	<u>Low</u>
Alignment:	<u>Curved</u>	Commercial Density:	<u>N/A</u>
Sight Distance:	<u>Good</u>	Residential Density:	<u>Moderate</u>
Length less than 0.5 miles	<u>Yes</u>	Roadway width 25' or less	<u>Yes</u>

Section 2: Roadway Condition Factors:

Pedestrians	Existing	Residential	Existing
High Pedestrian Traffic	Yes ___ <u>X</u> No	Hidden Driveways	Yes ___ ___ No
School Zone	Yes ___ <u>X</u> No	Residential Area	Yes <u>X</u> ___ No
Students	Yes ___ <u>X</u> No	Equestrian Lots/Area	Yes ___ <u>X</u> No
Parks	Yes ___ <u>X</u> No	Multiple Turning Movements	Yes ___ <u>X</u> No
Bus Stops	Yes ___ <u>X</u> No		
Senior Centers	Yes ___ <u>X</u> No	Commercial	Existing
Curb and Gutter	Yes ___ <u>X</u> No	Commercial Trucks	Yes ___ <u>X</u> No
Paved Shoulders	Yes ___ <u>X</u> No	Commercial Driveways	Yes ___ <u>X</u> No
Sidewalks/Multipurpose trail	Yes ___ <u>X</u> No	Multiple Turning Movements	Yes ___ <u>X</u> No
Designated X'ing	Existing	Adjacent Speed Zone	Existing
Golf Cart X'ing	Yes ___ <u>X</u> No	*With other City/Agency	Yes ___ <u>X</u> No
Equestrian X'ing	Yes ___ <u>X</u> No	With Contiguous Segment	Yes ___ <u>X</u> No
Pedestrian X'ing	Yes ___ <u>X</u> No		
School X'ing	Yes ___ <u>X</u> No	Sight Distance Restriction	Existing
Blke Lane/Route	Yes ___ <u>X</u> No	Horizontal Curve	Yes <u>X</u> ___ No
		Vertical Curve	Yes ___ <u>X</u> No
		Street Parking	Yes <u>X</u> ___ No
Collisions	Existing	*Shared Boundary Line Street per CVC 22359	
High Accident Rate	Yes ___ <u>X</u> No		

Additional Comments: Residential Area, no sidewalks, fronting residences, curved road, reduce to 35 mph

Town Engineer: [Signature] Date: 8-9-11

P.345

Town of Yucca Valley
Radar Speed Survey

Speed		Vehicles Surveyed		Veh.	
		Estbound	Westbound	veh.	vel.
65	0			0	0
64	0			0	0
63	0			0	0
62	0			0	0
61	0			0	0
60	0			0	0
59	0			0	0
58	0			0	0
57	0			0	0
56	0			0	0
55	0			0	0
54	0			0	0
53	0			0	0
52	0			0	0
51	0			0	0
50	0			0	0
49	0			0	0
48	0			0	0
47	0			0	0
46	0			0	0
45	0			0	0
44	0			0	0
43	0			0	0
42	0			0	0
41	0			0	0
40	0			0	0
39	0			0	0
38	0			0	0
37	0			0	0
36	0			0	0
35	0			0	0
34	0			0	0
33	0			0	0
32	0			0	0
31	0			0	0
30	0			0	0
29	0			0	0
28	0			0	0
27	0			0	0
26	0			0	0
25	0			0	0
24	0			0	0
23	0			0	0
22	0			0	0
21	0			0	0
20	0			0	0
19	0			0	0
18	0			0	0
17	0			0	0
16	0			0	0
15	0			0	0
GRAND TOTALS				100	0

Location:	Juarez Drive
Between:	Palomar Avenue - Joshua Lane
Weather:	Sunny
Date:	1/31/11
Time From:	13:20
Time To:	16:00
Existing Speed Limit:	35 M.P.H.

% Over Pace:	13%
% In Pace:	75%
% Under Pace:	12%
Average Speed:	36 M.P.H.
Pace Speed:	32 - 41 M.P.H.
95th Percentile / Critical Speed:	40 M.P.H.

Radar Survey Conducted By:
Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
T 951-268-6268 F 951-268-6267

TRAFFIC SAFETY POLICY #16

GUIDELINES FOR TRAFFIC SPEED SURVEYS AND VOLUME COUNTS

1. Week long traffic volume counts at the master station will be completed once yearly, generally during the month of November.
2. Twenty-four hour counts will be completed at each of the other 59 stations once yearly, generally during the month of November.
3. The exact location and time for traffic volume counts and traffic speed surveys will be determined by the Town Traffic Engineer. Counts and surveys shall generally be completed so as to obtain a true representation of normal traffic conditions. Whenever possible, counts and surveys shall not be completed when unusual conditions, such as road construction or inclement weather, are present, which may affect the survey data.
4. In general, traffic speed surveys shall be limited to roads designated as non-local, as defined by the Vehicle Code, and shall be completed at least once every seven years, per Section 40802(2)(B)(I) of the California Vehicle Code. If the Town's Traffic Engineer or other town designated registered engineer evaluates a road and determines that no significant changes in the roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume, then the traffic speed survey may be delayed an additional three years, if approved by the Traffic Commission.
5. In general, traffic volume counts at locations other than the master and various other 59 stations shall be completed only upon request and only following a determination from the Town Traffic Engineer that the study is necessary and is likely to yield the anticipated volumes for which it was requested (ie, for a four-way stop warrant). Whenever possible, this determination will be based on a comparison to nearby station counts. In general, additional volume counts at the same location shall not be completed more frequently than once every year.
6. In addition to the time frames described above, additional speed surveys and volume counts, as deemed appropriate by the Town Traffic Engineer, may be completed following noticeable changes in traffic speeds and volumes which may result from items such as completion of new road construction, street resurfacing, land development projects, or from an unusual increase in accidents.
7. Intersections which are counted for stop warrants and which meet or exceed 75 percent of the required warrants (but still fail) shall be recounted in intervals not less than six months or more than twelve months. Recounting shall continue until

such time as the warrants are met or until such time, as determined by the Town Traffic Engineer, that the volumes collected become consistent.

8. Surveys for establishment of 25 mph prima facie residential speed zones shall initially be completed on a Town-wide basis as part of the Neighborhood Sign Program. Thereafter, additional surveys shall be completed only upon request and upon a determination that sufficient housing development has occurred to warrant the study.
9. Traffic speed surveys and volume counts shall be limited to public, Town-maintained roadways, unless otherwise approved by the Traffic Advisory Committee, and the Town Council.
10. Staff shall develop and maintain a work program to identify and list all non-local roads which require radar speed surveys and to log and track collected data and next required survey date.

Approved by TAC 08/22/94

Approved by TC 09/01/94

Date amended by TAC 4/24/01 by TC 11/15/01

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» [Section 40802](#)

Speed Traps

40802. (a) A "speed trap" is either of the following:

(1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects. This paragraph does not apply to a local street, road, or school zone.

(b) (1) For purposes of this section, a local street or road is defined by the latest functional usage and federal-aid system maps submitted to the federal Highway Administration, except that when these maps have not been submitted, or when the street or road is not shown on the maps, a "local street or road" means a street or road that primarily provides access to abutting residential property and meets the following three conditions:

(A) Roadway width of not more than 40 feet.

(B) Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445.

(C) Not more than one traffic lane in each direction.

(2) For purposes of this section "school zone" means that area approaching or passing a school building or the grounds thereof that is contiguous to a highway and on which is posted a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. "School zone" also includes the area approaching or passing any school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children if that highway is posted with a standard "SCHOOL" warning sign.

(c) (1) When all of the following criteria are met, paragraph (2) of this subdivision shall be applicable and subdivision (a) shall not be applicable:

(A) When radar is used, the arresting officer has successfully completed a radar operator course of not less than 24 hours on the use of police traffic radar, and the course was approved and certified by the Commission on Peace Officer Standards and Training.

(B) When laser or any other electronic device is used to measure the speed of moving objects, the arresting officer has successfully completed the training required in subparagraph (A) and an additional training course of not less than two hours approved and certified by the Commission on Peace Officer Standards and Training.

(C) (i) The prosecution proved that the arresting officer complied with subparagraphs (A) and (B) and that an engineering and traffic survey has been conducted in accordance with subparagraph (B) of paragraph (2). The

prosecution proved that, prior to the officer issuing the notice to appear, the arresting officer established that the radar, laser, or other electronic device conformed to the requirements of subparagraph (D).

(ii) The prosecution proved the speed of the accused was unsafe for the conditions present at the time of alleged violation unless the citation was for a violation of Section 22349, 22350, or 22400.

(D) The radar, laser, or other electronic device used to measure the speed of the accused meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within the three years prior to the date of the alleged violation by an independent certified laser or radar repair and testing or calibration facility.

(2) A "speed trap" is either of the following:

(A) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(B) (i) A particular section of a highway or state highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within one of the following time periods, prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects:

(I) Except as specified in subclass (II), seven years.

(II) If an engineering and traffic survey was conducted more than seven years prior to the date of the alleged violation, and a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume, 10 years.

(ii) This subparagraph does not apply to a local street, road, or school zone.

Added Sec. 2, Ch. 315, Stats. 1995. Effective January 1, 1996. Operative January 1, 1999.

Amended Sec. 2, Ch. 104, Stats. 1996. Effective January 1, 1997.

Amended Sec. 1, Ch. 1037, Stats. 1998. Effective January 1, 1999.

Amended Sec. 18, Ch. 1008, Stats. 1999. Effective January 1, 2000.

Amended Sec. 3, Ch. 521, Stats. 2000. Effective January 1, 2001.

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Council Member Hagerman moved to grant a public utility easement to the Hi Desert Water District (HDWD) located on the west side of the eastern boundary of Section 11 thirty (30) feet in width extending from the south boundary of APN 597-211-06 to the southerly boundary of Section 11 provided by prior to the recordation of said easement HDWD execute an Agreement with the Town of Yucca Valley providing that HDWD bear the cost of any future water relocation which may be necessary by future road construction within the easement and authorizing the Mayor and Town Manager to execute said Agreement on behalf of the Town of Yucca Valley. Council Member Rowe seconded. Motion carried 3-0-2 on a roll Call vote.

AYES: Council Member Hagerman, Rowe and Mayor Huntington.
NOES: None
ABSTAIN: None
ABSENT: Council Member Luckino and Mayes

DEPARTMENT REPORTS

Mayor Huntington took Items 9 and 10 out of order so that Council Member Mayes is able to participate in the Commission appointment discussions. Council Member Mayes arrived at 6:25 p.m.

10. Traffic Speed Surveys, Ordinance

Deputy Town Manager Stueckle read the title of the Ordinance, advised of the fact California state law dictates how speeds will be established in the state, and explained how the survey is performed. Surveys must be repeated no less than every 7 years. The Ordinance contains the reestablishment of 12 existing speed zones and establishes one new zone. Of those 12, 7 remain the same speed, 4 are lower and 1 is higher. He noted that the Engineering staff did coordinate with the Sheriff's Department during the surveys as previously requested by Council.

Margo Sturges, Yucca Valley, commented regarding the proposed speed on her street noting there are a lot of children playing in the area and she was hoping something could have been done to lower the speed there rather than keeping it the same.

Council Member Luckino expressed concern regarding raising the speed on Juarez between Palomar and Joshua Lane to 40 miles per hour, noting he sees no justification and would prefer to keep those side streets as low as possible.

Council Member Hagerman questioned if a person can still have a ticket thrown out if a street is posted, even it is posted at a lower speed than shown in the survey. Capt. Miller

explained the process and requirements noting that the Judge receives copies of the speed surveys.

Council Member Rowe commented that there are currently two 35 mph areas in that ¼ mile stretch and recommended leaving the limit at 35 mph.

Council Member Mayes commented regarding the law dictating setting the limits, adding if you set a speed limit that can't be enforced, why have it.

Council Member Rowe objected to people being able to set the speed by breaking the law.

Mayor Huntington commented that this is a very scientific process, and the survey dictates what is enforceable and what the posted limit can be.

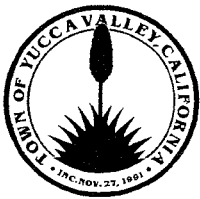
Town Manager Nuaimi suggested that Juarez Drive, Palomar to Joshua Lane be removed from the Ordinance.

Council Member Luckino moved to introduce the Ordinance amending Title 12, Chapter 12.20 of the Town of Yucca Valley Municipal Code. Section 12.20.020, entitled "Changes to State Law Speed Limits" by establishing the recommended speed limits, removing Juarez Drive from the Ordinance, and rescinding that portion of the Ordinance that establishes the existing speed zones. Council Member Hagerman seconded. Motion carried 5-0 on a roll call vote.

AYES: Council Member Hagerman, Luckino, Mayes, Rowe and Mayor Huntington.
NOES: None
ABSTAIN: None
ABSENT: None

9. Commission Appointments

Town Clerk Anderson gave the background on the changes to the Planning Commission terms and the beginning and ending dates of each term. Advised that Mayor Huntington nominates Robert Lombardo to Planning Commission and Laurine Silver to the Parks, Recreation and Cultural Commission; Mayor Pro Tem nominates Tim Humphreville to the Planning Commission and Cynthia Kraemer to the Parks, Recreation and Cultural Commission; Council Member Rowe nominates Michael Alberg to the Planning Commission and Dan Harman to the Parks, Recreation and Cultural Commission; Council Member Hagerman nominates Michael Hildebrand to the Planning Commission and Jennifer Collins to the Parks, Recreation and Cultural Commission; Council Member Mayes nominates Merl Abel to the Planning Commission and Jeff Evans to the Parks,



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow; Director of Administrative Services
Date: August 9, 2011
For Council Meeting: August 16, 2011

Subject: Assembly Bill 1X 27 Urgency and Companion Regular Ordinances Continuing the Town of Yucca Valley Redevelopment Agency

Recommendation:

That the Town Council under the threat of dissolution of the Yucca Valley Redevelopment Agency and the associated termination of its redevelopment authority:

1. Adopt the proposed Urgency Ordinance; and
2. Introduce the proposed companion regular Ordinance;

to allow the Town, with the assistance of the Redevelopment Agency, to continue to implement a variety of redevelopment projects and programs for the purpose of eliminating and preventing blight, stimulating and expanding the Project Area's economic growth, assisting in the creation and development of local job opportunities, providing for the investment in public infrastructure, and increasing the availability of affordable housing.

Order of Procedure:

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

Reviewed By:


Town Manager


Town Attorney


Mgmt Services


Dept Head

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Session

Discussion:

Assembly Bills IX 26 and IX 27

As part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed, companion bills Assembly Bill 1X 26 ("AB 1X 26") and Assembly Bill 1X 27 ("AB 1X 27"), requiring that each redevelopment agency be dissolved unless the Town that created it enacts an ordinance committing it to making certain payments.

AB IX 26 prohibits redevelopment agencies from taking numerous actions, effective on **June 29, 2011**, and purportedly retroactively and additionally provides that agencies are deemed to be dissolved as of **October 1, 2011**. Once a redevelopment agency is dissolved, ABIX26 makes its existing assets and future property tax revenues available for use by a successor agency to wind down existing obligations and for distribution of any residual funds to the appropriate taxing entities.

AB IX 27 provides that a community may participate in an "Alternative Voluntary Redevelopment Program," in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the Community Redevelopment Law, by enacting an "Opt-in" ordinance no later than **October 1, 2011**, agreeing to make certain "voluntary" community remittance payments.

The Alternative Voluntary Redevelopment Program requires that the Town agree by ordinance to remit specified annual amounts to the county auditor-controller. In the case of The Town of Yucca Valley, it would have to agree to make a Fiscal Year 2011-2012 community remittance in the amount of SEVEN HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS (\$759,797), as well as subsequent annual community remittances estimated at ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000).

Financial Payment

Continuing the Redevelopment Agency pursuant to AB 1X 27 will enable the Agency's budgeted capital projects (and potentially others) to be constructed using existing tax-exempt bond proceeds. If Agency funds are not available for the payment of these projects, the remaining source to pay for these projects would be the Town's General Fund. Since the Town's General Fund is fully burdened, this approach is not recommended. Alternatively, staff is recommending that the Redevelopment Agency not be dissolved under AB 1X 26, but instead be continued as set forth under AB 1X 27.

AB 1X 27 states that the annual remittance payment is an obligation of the Town, and not of the Agency. However, it does provide for a separate agreement whereby the Agency will reimburse the Town for the remittance payment. The "voluntary" remittance payments

required by the State to continue the Yucca Valley Redevelopment Agency is \$759,797 for Fiscal Year 2011-12 and estimated at \$180,000 per year in subsequent fiscal years. The Redevelopment Agency does have the financial ability to pay the remittances from the sources noted below:

Potential Funding Sources Amounts

Housing Set Aside (FY 2011-12 Only)	\$435,000
Potential Sale of Asset	\$1,600,000
Projected 06/30/11 RDA Fund Cash Balance	<u>\$1,000,000</u>
 TOTAL AMOUNT AVAILABLE	 \$3,035,000

In regards to the \$435,000 of Housing Set-Aside funds, this is the amount that has been budgeted for Fiscal Year 2011-12 as a transfer to the Low/Mod Housing Fund. The new law does not allow the Town to make its AB 1X 27 payments from monies that have already been allocated to the Low/Mod Housing Fund. However, for Fiscal Year 2011-12 only, the Agency may *reduce* the amount of monies that will be allocated to the Low/Mod Housing Fund so that they are available to meet the current year payment obligation. In order to “free up” the 2011-12 monies otherwise allocable to the Low/Mod Housing Fund, the Redevelopment Agency Board will be required to make a finding that sufficient other funding sources are not available. This action will be taken via separate resolutions and actions to be presented to the Agency Board at a future meeting.

In regards to future annual payments of approximately \$180,000, Town/Agency staff will be reviewing the various financial options, and will provide a staff recommendation at the appropriate time. Current cash flow models demonstrate the Agency’s ability to contribute the payment for at least three years. It is important to state that should assessed valuations in the project area fall dramatically, it is possible that the ongoing payments would not be economically feasible. In such a case, the Agency may have limited options, and barring the Town’s ability to make the requisite payment, the Agency may have no choice but to follow the provisions of AB 26, and cease operations. In such a case, AB 26 would be the guiding legislation for the orderly winding down of the RDA’s operations.

Proposed Ordinances

In light of the above financial analysis and under the threat of dissolution of the Redevelopment Agency, it is staff’s recommendation that the Town Council adopt the requisite ordinance so that the Town (with the assistance of the Redevelopment Agency, over the next few years) can continue to implement a variety of redevelopment projects and programs for the purpose of eliminating and preventing blight, stimulating and expanding the Project Area’s economic growth, creating and developing local job opportunities, contributing to much needed public infrastructure, and increasing the availability of affordable housing.

While the proposed ordinances express the Town's intent to make the required community remittances, in order to prevent a total loss of benefits provided by the Agency to the taxpayers, property owners and residents of the Town, the ordinances make it clear that the required remittances shall be made **"under protest and without prejudice to the Town's and Agency's right to recover such amounts and interest thereon, to the extent there is a final determination that AB IX 26 and AB IX 27 are unconstitutional or otherwise illegal or repealed."** In other words, the Town will reserve the right, regardless of any community remittance made pursuant to the ordinances, to challenge the legality of AB IX 26 and AB IX 27 on behalf of the Town and/or Agency. The ordinances also reserve the Town's right to appeal the amounts of the remittance payments, as those amounts have been determined or set by the Department of Finance, at any time.

Urgency Findings

Two ordinances are presented to the Town Council: (1) an urgency ordinance and (2) a companion regular ordinance. California Government Code Section 36937(b) provides that an urgency ordinance for the immediate preservation of the public peace, health or safety may take effect immediately. Staff and Town Counsel believes that an urgency ordinance is needed in this instance to insure that the Town (with the continued assistance of the Redevelopment Agency) can immediately continue with implementing a variety of pending redevelopment projects and current programs that eliminate and prevent blight, stimulate and expand economic growth throughout the Town, create and develop local job opportunities, alleviate deficiencies in the Town's public infrastructure, and increasing the availability of affordable housing. The purpose of the companion regular ordinance is to insure that in the event the Town is challenged for adopting an urgency ordinance the regular ordinance will be in effect at the time a challenge is filed, which will make the challenge moot.

Lawsuit Challenging AB IX 26 and 27

On July 18, 2011, the League of California Cities and the California Redevelopment Association filed a petition on behalf of cities, counties and redevelopment agencies asking the California Supreme Court to overturn AB IX 26 and AB IX 27 on the following grounds:

- *AB IX 27 violates the State Constitution because it requires redevelopment agencies to use their tax increment funds for the benefit of the state and other local jurisdictions;*
- *AB IX 26's attempt to restrict the use of redevelopment agencies' funds pending their dissolution violates the State Constitution;*
- *AB IX 26's attempt to dissolve the redevelopment agencies violates the State Constitution;*
- *The payments violate the State Constitution to the extent they are made with property tax proceeds;*
- *The payments violate the State Constitution to the extent they are made with*

proceeds of local taxes other than property taxes; and

• Requiring local governments to shoulder part of the state responsibility to fund schools constitutes an unfunded state mandate.

To the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligation of AB IX 26 and AB IX 27, the Town shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay.

Financial Impact: If approved, the Town, with reimbursement from the Agency, will make a payment in the amount of \$759,797 to the State as "voluntary payment" to retain the Yucca Valley RDA. Subsequent annually payments are anticipated to be \$180,000.

Attachments:

Proposed Urgency Ordinance

Proposed Companion Regular Ordinance

ORDINANCE NO.

AN URGENCY ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY AND DECLARING THE FACTS WHICH MAKE IT NECESSARY THAT THIS ORDINANCE TAKE EFFECT

WHEREAS, the Town Council of the Town of Yucca Valley (“Town”) approved and adopted the Redevelopment Plan for the Yucca Valley Redevelopment Project (“Redevelopment Plan”) covering certain properties within the Town (the “Project Area”); and

WHEREAS, the Redevelopment Agency of the Town of Yucca Valley (“Agency”) is engaged in activities to execute and implement the Redevelopment Plan pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, *et seq.*) (“CRL”); and

WHEREAS, since adoption of the Redevelopment Plan, the Agency has undertaken redevelopment projects in the Project Area to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into partnerships with private industries to create jobs and expand the local economy; and

WHEREAS, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the Project Area’s economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure, to name a few; and

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature has recently enacted and the Governor has signed, companion bills AB 1X 26 and AB 1X 27, requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, specifically, AB 1X 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011; and

WHEREAS, AB 1X 27 provides that a community may participate in an “Alternative Voluntary Redevelopment Program,” in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires that the community agree by ordinance to remit specified annual amounts to the county auditor-controller; and

WHEREAS, under the threat of dissolution pursuant to AB 1X 26, and upon the contingencies and reservations set forth herein, the Town shall make the Fiscal Year 2011-2012 community remittance, currently estimated to be SEVEN HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS (\$759,797), as well as the subsequent annual community remittances as set forth in the CRL; and

WHEREAS, the Town reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194; and

WHEREAS, Town understands and believes that an action challenging the constitutionality of AB 1X 26 and AB 1X 27 will be filed on behalf of cities, counties and redevelopment agencies; and

WHEREAS, while the Town currently intends to make these community remittances, they shall be made under protest and without prejudice to the Town's right to recover such amounts and interest thereon, to the extent there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional; and

WHEREAS, the Town reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of AB 1X 26 and AB 1X 27; and

WHEREAS, to the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligation of AB 1X 26 and AB 1X 27, the Town shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. **Participation in the Alternative Voluntary Redevelopment Program.** In accordance with Health and Safety Code Section 34193, and based on the Recitals set forth above, the Town Council hereby determines that the Town shall, to the extent required by law, comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as enacted by AB 1X 27.

Section 3. **Payment Under Protest.** Except as set forth in Section 4, below, the Town Council hereby determines that the Town shall make the community remittances set forth in Health and Safety Code section 34194 *et seq.*

Section 4. **Effect of Stay or Determination of Invalidity.** Town shall not make any community remittance in the event a court of competent jurisdiction either grants a stay on the enforcement of AB 1X 26 and AB 1X 27 or determines that AB 1X 26 and AB 1X 27 are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the Town's right to recover such amount and interest thereon in the event that there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional. If there is a final determination that AB 1X 26 and AB 1X 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect. This Ordinance shall not effect or give rise to any waiver of rights or remedies that the Town may have, whether in law or in equity, to challenge ABX1 26 or ABX1 27. This Ordinance shall not be construed as the Town's willing acceptance of, or concurrence with, either ABX1 26 or ABX1 27; nor does this Ordinance evidence any assertion or belief whatsoever on the part of the Town that said bills are constitutional or lawful.

Section 5. **Implementation.** The Town Council hereby authorizes and directs the Town Manager to take any action and execute any documents necessary to implement this Ordinance, including but not limited to notifying the San Bernardino County Auditor-Controller, the Controller of the State of California, and the California Department of Finance of the adoption of this Ordinance and the Town's agreement to comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as set forth in AB 1X 27.

Section 6. **Additional Understandings and Intent.** It is the understanding and intent of the Town Council that, once the Agency is again authorized to enter into agreements under the CRL, the Town will enter into an agreement with the Agency as authorized pursuant to Section 34194.2, whereby the Agency will transfer annual portions of its tax increment to the Town in amounts not to exceed the annual community remittance payments to enable the Town, directly or indirectly, to make the annual remittance payments. The Town Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or assets to make the remittance payments. The Town reserves the right to withdraw from making the payments required by ABX1 27 should the amount of such payments (as will be determined by the State Department of Finance) prove to be in excess of the Town's available funds not otherwise obligated for other uses.

Section 7. **CEQA.** The Town Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") in that it is not a "project," but instead consists of the creation and continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program. The Town Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Bernardino in accordance with CEQA Guidelines.

Section 8. **Custodian of Records.** The documents and materials that constitute the record of proceedings on which these findings are based are located at the Town Clerk's office located at

57090 29 Palms Highway, Yucca Valley, CA 92284. The custodian for these records is Janet M. Anderson, Town Clerk.

Section 9. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Town Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 10. Certification; Publication. The Town Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the Town of Yucca Valley, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the Town Clerk in accordance with Government Code § 36933.

Section 11. Findings. The adoption of this Urgency Ordinance is necessary for the immediate protection of the public peace, health and safety. In accordance with California Government Code Section 36937 and in order to protect the public peace, health and safety, the Town Council of the Town of Yucca Valley finds and determines as follows:

(a) AB 1X 26 prohibits agencies from taking numerous actions, until the City Council adopts an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code, including but not limited to incurring any new monetary or legal obligations or expanding any existing monetary or legal obligations, entering into agreements with any person for any purpose or amending or modifying any existing agreements and taking any action with respect to a redevelopment plan;

(b) Prior to the enactment of an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code, the Agency will be unable to continue efforts to eliminate and prevent blight (including remediation of buildings and structures which are unhealthy or unsafe to occupy or properties with hazardous waste), stimulate and expand the Project Area's economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure;

(c) Blighting conditions in the Project Area constitute substantial threats to public peace, health and safety, and are so prevalent they cannot be eliminated without Agency action, including but not limited to the use of Agency funds and authorization of redevelopment projects and programs;

(d) During the current economic crisis, the Agency must have the ability to act and continue the efforts set forth in (b) above. The Agency must have all tools available in order to eliminate and prevent blighting conditions, including implementation of the Agency's economic development programs including but not limited to the following projects/programs:
Public Infrastructure Assistance Program
Public Infrastructure Investment
Regional Flood Control Infrastructure

General Plan Updating Activities
Regional Wastewater Financing Alternatives
Low/Moderate Income Housing Activities
Other Projects as identified in the Agency's Long-term Capital Program

(e) The Agency is actively engaged in efforts to rehabilitate housing units, to provide assistance for property improvements and to provide safe and affordable housing. Adoption of this Urgency Ordinance will permit the Agency to continue these efforts immediately.

Section 12. Effective Date. The Town Council hereby declares, on the basis of the findings set forth above, that an emergency exists and that this Ordinance is necessary to preserve the public peace, health and safety. Accordingly, this Ordinance is adopted as an emergency ordinance and shall take effect and be in force immediately upon its adoption.

APPROVED AND ADOPTED this 16th day of August, 2011.

MAYOR

ATTEST:

APPROVED AS TO FORM:

TOWN CLERK

TOWN ATTORNEY

ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY

WHEREAS, the Town Council of the Town of Yucca Valley (“Town”) approved and adopted the Redevelopment Plan for the Yucca Valley Redevelopment Project (“Redevelopment Plan”) covering certain properties within the Town (the “Project Area”); and

WHEREAS, the Redevelopment Agency of the Town of Yucca Valley (“Agency”) is engaged in activities to execute and implement the Redevelopment Plan pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) (“CRL”); and

WHEREAS, since adoption of the Redevelopment Plan, the Agency has undertaken redevelopment projects in the Project Area to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into partnerships with private industries to create jobs and expand the local economy; and

WHEREAS, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the Project Area’s economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure, to name a few; and

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature has recently enacted and the Governor has signed, companion bills AB 1X 26 and AB 1X 27, requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, specifically, AB 1X 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011; and

WHEREAS, AB 1X 27 provides that a community may participate in an “Alternative Voluntary Redevelopment Program,” in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires that the community agree by ordinance to remit specified annual amounts to the county auditor-controller; and

WHEREAS, under the threat of dissolution pursuant to AB 1X 26, and upon the contingencies and reservations set forth herein, the Town shall make the Fiscal Year 2011-2012 community remittance, currently estimated to be SEVEN HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS (\$759,797) as well as the subsequent annual community remittances as set forth in the CRL; and

WHEREAS, the Town reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194; and

WHEREAS, Town understands and believes that an action challenging the constitutionality of AB 1X 26 and AB 1X 27 will be filed on behalf of cities, counties and redevelopment agencies; and

WHEREAS, while the Town currently intends to make these community remittances, they shall be made under protest and without prejudice to the Town's right to recover such amounts and interest thereon, to the extent there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional; and

WHEREAS, the Town reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of AB 1X 26 and AB 1X 27; and

WHEREAS, to the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligation of AB 1X 26 and AB 1X 27, the Town shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. **Participation in the Alternative Voluntary Redevelopment Program.** In accordance with Health and Safety Code Section 34193, and based on the Recitals set forth above, the Town Council hereby determines that the Town shall, to the extent required by law, comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as enacted by AB 1X 27.

Section 3. **Payment Under Protest.** Except as set forth in Section 4, below, the Town Council hereby determines that the Town shall make the community remittances set forth in Health and Safety Code section 34194 *et seq.*

Section 4. **Effect of Stay or Determination of Invalidity.** Town shall not make any community remittance in the event a court of competent jurisdiction either grants a stay on the

enforcement of AB 1X 26 and AB 1X 27 or determines that AB 1X 26 and AB 1X 27 are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the Town's right to recover such amount and interest thereon in the event that there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional. If there is a final determination that AB 1X 26 and AB 1X 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect. This Ordinance shall not effect or give rise to any waiver of rights or remedies that the Town may have, whether in law or in equity, to challenge ABX1 26 or ABX1 27. This Ordinance shall not be construed as the Town's willing acceptance of, or concurrence with, either ABX1 26 or ABX1 27; nor does this Ordinance evidence any assertion or belief whatsoever on the part of the Town that said bills are constitutional or lawful.

Section 5. Implementation. The Town Council hereby authorizes and directs the Town Manager to take any action and execute any documents necessary to implement this Ordinance, including but not limited to notifying the San Bernardino County Auditor-Controller, the Controller of the State of California, and the California Department of Finance of the adoption of this Ordinance and the Town's agreement to comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as set forth in AB 1X 27.

Section 6. Additional Understandings and Intent. It is the understanding and intent of the Town Council that, once the Agency is again authorized to enter into agreements under the CRL, the Town will enter into an agreement with the Agency as authorized pursuant to Section 34194.2, whereby the Agency will transfer annual portions of its tax increment to the Town in amounts not to exceed the annual community remittance payments to enable the Town, directly or indirectly, to make the annual remittance payments. The Town Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or assets to make the remittance payments. The Town reserves the right to withdraw from making the payments required by ABX1 27 should the amount of such payments (as will be determined by the State Department of Finance) prove to be in excess of the Town's available funds not otherwise obligated for other uses.

Section 7. CEQA. The Town Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") in that it is not a "project," but instead consists of the creation and continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program. The Town Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Bernardino in accordance with CEQA Guidelines.

Section 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the Town Clerk's office located at 57090 29 Palms Highway, Yucca Valley, CA 92284. The custodian for these records is Janet M. Anderson, Town Clerk.

Section 9. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Town Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 10. Certification; Publication. The Town Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the Town of Yucca Valley, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the Town Clerk in accordance with Government Code § 36933.

Section 11. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

MAYOR

ATTEST:

APPROVED AS TO FORM:

TOWN CLERK

TOWN ATTORNEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jamie Anderson, Town Clerk
Date: August 9, 2011
For Council Meeting: August 16, 2011

Subject: Appointment to Planning Commission and Parks, Recreation and Cultural Commission

Prior Council Review: Council adopted an Ordinance on March 1, 2011 amending the terms of the commissions to coincide with Council terms.

Recommendation: Ratify Mayor Huntington's nomination to the Planning Commission; Ratify Council Member Abel's appointment of Jeff Evans to remain on the Parks Recreation and Cultural Commission; Ratify Council Member Lombardo's appointment of Tim Humphreville to the Planning Commission and Cynthia Kraemer to the Parks, Recreation and Cultural Commission.

Summary: Each Council Member nominates, subject to ratification by the Council, a member to the Commissions and acts as liaison to those Commissioners. Commissioner terms expire on January 31st following an election in order to allow newly elected Council Members time to review their appointments. Council Members have the option of reappointing the current commissioners or selecting new applicants.

Order of Procedure:

Department Report

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

Discussion: The appointment of Planning Commissioner Lombardo to the Town Council left a vacancy on the Commission for Mayor Huntington to fill. Council Member Abel was appointed to the Town Council to fill the vacancy left by Former Council Member Mayes and has expressed his wishes to ratify and continue the appointment of Jeff Evans to the Parks, Recreation and Cultural Commission. Council Member Lombardo was appointed to the Town Council to fill the vacancy left by the resignation of Mayor Pro Tem Luckino. He has expressed his wishes to ratify and continue the appointment of Tim Humphreville to the Planning Commission and Cynthia Kraemer to the Parks, Recreation and Cultural Commission.

Reviewed By:


Town Manager


Town Attorney


Mgmt Services


Dept Head

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

The vacancy on the Planning Commission has been advertised and applications have been received from Jeff Drozd, Scot McKone and Ted Milson.

Current Council appointees are as follows:

Council Member	Planning Commission	Parks Recreation & Cultural Commission
	Appointee	Appointee
Huntington		Laurine Silver
Rowe	Michael Alberg	Dan Harman
Able	Vickie Bridenstine	Jeff Evans
Hagerman	Michael Hildebrand	Jennifer Collins
Lombardo	Tim Humphreville	Cynthia Kraemer

Alternatives: Do not ratify the nominations or make appointments at this time. Seek additional persons to apply.

Fiscal impact: None

AUG - 8 2011

TOWN OF YUCCA VALLEY
APPLICATION

TOWN OF YUCCA VALLEY
TOWN CLERKS OFFICE

BOARDS, COMMISSIONS, COMMITTEES

DATE: 8/7/11

NAME Drozdz Jeff J
LAST FIRST MIDDLE INITIAL

RESIDENCE ADDRESS Yucca Valley
NUMBER/STREET CITY PHONE

BUSINESS ADDRESS
NUMBER/STREET CITY PHONE

EDUCATION Master of Arts in Education
Bachelors of Vocational Education

JOB EXPERIENCE 18 years as a Vocational Teacher
25 years as a drafter in the engineering field.

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARD(S), COMMISSION(S)
IN ORDER OF PREFERENCE (INDICATE 1ST, 2ND CHOICE, ETC.):

- PARKS, RECREATION & CULTURAL COMMISSION
- PLANNING COMMISSION
- YOUTH COMMISSION (JR. HIGH/HIGH SCHOOL STUDENTS)
- OTHER (INDICATE)
- SPECIAL PROJECT YOU FEEL NEEDED BY THE TOWN (SPECIFY)

QUALIFICATIONS FOR APPOINTMENT AND/OR REASONS FOR APPLICATION
As a long term resident of Yucca Valley I would like to help
our town reach it's full potential. I know that I have the
skills & reasoning needed to fulfill this position.

APPLICATION
BOARDS, COMMISSIONS, COMMITTEES
PAGE 2

LOCAL RESIDENTS QUALIFIED TO COMMENT ON MY CAPABILITIES
(INCLUDING AT LEAST TWO INDIVIDUALS WHO ARE NOT CONNECTED
OFFICIALLY WITH THE TOWN OF YUCCA VALLEY):

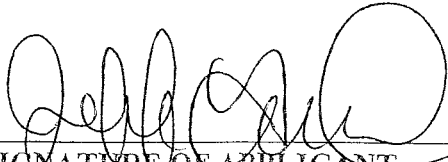
<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
Diane Presley	-	-
Keith Faul	-	-
Danny Paul	-	-
Barbara Staresinic	-	-

RESIDENCE:

I HAVE BEEN A RESIDENT OF CALIFORNIA SINCE:
A RESIDENT OF SAN BERNARDINO COUNTY SINCE:
A RESIDENT OF YUCCA VALLEY SINCE:

MONTH YEAR

12		60
8		76
8		76


SIGNATURE OF APPLICANT

8/7/11
DATE

RETURN COMPLETED FORM TO: TOWN CLERK, TOWN OF YUCCA VALLEY
57090 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284

RECEIVED

TOWN OF YUCCA VALLEY
APPLICATION

DEC - 2 2010

TOWN OF YUCCA VALLEY
TOWN CLERKS OFFICE

BOARDS, COMMISSIONS, COMMITTEES

DATE: DEC 2, 2010

NAME MCKONE SCOT E
LAST FIRST MIDDLE INITIAL

RESIDENCE
ADDRESS _____
NUMBER/STREET CITY YUCCA VALLEY PHONE

BUSINESS
ADDRESS 1 YUCCA VALLEY
NUMBER/STREET CITY PHONE

EDUCATION YUCCA VALLEY HIGH SCHOOL
CONTINUING EDUCATION COPPER MTN. COLLEGE
WITH EMPHASIS ON POLITICAL SCIENCE.

JOB EXPERIENCE GENERAL CONTRACTOR, CABINET AND MILLWORK
CONTRACTOR. BUILT APPROX. 30 HOMES.

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARD(S), COMMISSION(S)
IN ORDER OF PREFERENCE (INDICATE 1ST, 2ND CHOICE, ETC.):

- PARKS, RECREATION & CULTURAL COMMISSION
- 1ST PLANNING COMMISSION
- TRAFFIC COMMISSION
- YOUTH COMMISSION (JR. HIGH/HIGH SCHOOL STUDENTS)
- PUBLIC ARTS ADVISORY COMMITTEE
- OTHER (INDICATE) _____
- SPECIAL PROJECT YOU FEEL NEEDED BY THE TOWN (SPECIFY)

QUALIFICATIONS FOR APPOINTMENT AND/OR REASONS FOR APPLICATION

UNDERSTAND ZONING AND LAND USE ORDINANCES
AS WELL AS DEVELOPMENT PROCEDURES. AS A 39 YEAR
RESIDENT OF THE HI-DESERT, I AM SENSITIVE TO
THE NEEDS OF THE COMMUNITY COUPLED WITH
SURROUNDING NATIVE PLANT ISSUES.
AS AN APPOINTED PLANNING COMMISSIONER, MY DECISIONS
WILL BE BASED UPON PROVISIONS SET FORTH BY
THE GENERAL PLAN AS WELL AS RECOMMENDATIONS
BY THE

APPLICATION
BOARDS, COMMISSIONS, COMMITTEES
PAGE 2

LOCAL RESIDENTS QUALIFIED TO COMMENT ON MY CAPABILITIES
(INCLUDING AT LEAST TWO INDIVIDUALS WHO ARE NOT CONNECTED
OFFICIALLY WITH THE TOWN OF YUCCA VALLEY):

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
<u>MONTA RAUSCHENBERG</u>	<u>PALM DESERT</u>	
<u>PATTY BROWN</u>	<u>YUCCA VALLEY</u>	
<u>DON LANDER</u>	<u>YUCCA VALLEY</u>	
<u>GEORGE GIBBS</u>	<u>YUCCA VALLEY</u>	

RESIDENCE:

I HAVE BEEN A RESIDENT OF CALIFORNIA SINCE:
A RESIDENT OF SAN BERNARDINO COUNTY SINCE:
A RESIDENT OF YUCCA VALLEY SINCE:

MONTH YEAR

4 - 59
4 - 72
4 - 72

Scot McKone
SIGNATURE OF APPLICANT

12-2-10
DATE

RETURN COMPLETED FORM TO: TOWN CLERK, TOWN OF YUCCA VALLEY
57090 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284

AUG 10 2011



TOWN OF YUCCA VALLEY
TOWN CLERKS OFFICE

Town of Yucca Valley

Boards, Commissions, Committees Application

Contact Information

Name Ted Milson
 Street Address _____
 City, State, and ZIP Code Yucca Valley CA 92284
 Home Phone _____
 Work Phone _____
 E-Mail Address _____

Education

Please describe your education background:

- Yucca Valley High School - received H.S. Diploma
- California State Polytechnic University, Pomona - received a BS in Urban and Regional Planning

City/County

I am interested in serving on the following Board(s), Commission(s) in order of preference (Please indicate 1st, 2nd, 3rd choice, etc.):

- Parks, Recreation and Cultural Commission
- Planning Commission
- Traffic Commission
- Youth Commission (Jr. High or High School Students)
- Public Arts Advisory Committee
- Other (Please Indicate _____)
- Special Project you feel needed by the Town (Please Specify _____)

RECEIVED

AUG 10 2011

TOWN OF YUCCA VALLEY

Work Experience, Special Skills and Qualifications

Summarize your work experience, special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

- Sustainable Community Design in the Desert (school project)
- Enhancing Walkability in Old Town Yucca Valley (leisure)
- Transition Joshua Tree - steering Committee Member

Summarize your qualifications and/or reasons.

I understand that Yucca Valley needs to balance its small town feel with the fact that it has become the regional center for the Morongo Basin.

Name

Street Address

City, State, and ZIP Code Yucca Valley CA 92284

Home Phone

Work Phone

E-Mail Address

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted to serve on any Board, Commissions or Committee, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)

Ted N. Milson

Signature

Ted N. Milson

Date

08-10-11

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in working with us.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jamie Anderson, Town Clerk
Date: August 11, 2011
For Council Meeting: August 16, 2011

Subject: Town Council Public Agency Board/Committee Liaison Assignments

Prior Council Review: None for this particular action

Executive Summary: Council Members represent the Town of Yucca Valley on various regional Boards, Joint Powers Authorities (JPAs), and Ad-Hoc committees with local agencies.

Recommendation: Select representatives to the various Public Agency Boards, direct the Town Clerk to notify the agencies of the changes in representation.

Order of Procedure:

1. Request Staff Report
2. Request Public Comment
3. Council Discussion/Questions of Staff
4. Motion/Second
5. Discussion on Motion
6. Call the Question (Voice Vote)

Discussion: The Town of Yucca Valley has representation from Council Members on San Bernardino Associated Governments (SANBAG), the Mojave Desert and Mountain Solid Waste JPA, the League of California Cities Desert Mountain Division, Morongo Basin Transit Authority (MBTA), Morongo Basin Regional Economic Development Consortium, and the Mojave Desert Air Quality Management District (MDAQMD).

In addition to these regional/intergovernmental committees, two Council Members sit as members of the Animal Services JPA with the County, a Legislative Team consists of two Council Members who periodically visit Sacramento and Washington D.C. to discuss issues with our state and federal representatives, and a voting delegate and alternate are appointed annually to attend the Southern California Association of Governments (SCAG) annual meeting.

Reviewed By:


Town Manager


Town Attorney


Mgmt Services


Dept Head

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

The Mayor is the legislative delegate to the League of California Cities and is the Town's representative on the Flood Control Zone 6 committee.

Staff recommends that the Council select the representatives to each of these regional/intergovernmental committees.

The list of the present representatives and the meeting days, times and locations is attached to this report.

Alternatives: Do not select representatives at this time, and schedule the item for a future agenda.

Fiscal impact: Some of the Agencies provide a stipend for attendance at their meetings to cover the cost of attendance. The Town reimburses Council Members for their mileage to travel to and from the meetings, for those agencies that do not offer a stipend.

Attachments: Current Committee representatives, days, times and locations

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 VACANT(ALT)	10:00am 2nd Thurs March, June, Sept, Dec.	Victorville
LEAGUE OF CALIFORNIA CITIES DESERT/MOUNTAIN DIVISION	HAGERMAN ROWE (ALT)	10:00am. 4th Fri quarterly	Various Locations
MORONGO BASIN TRANSIT AUTHORITY	Vacant HUNTINGTON ROWE (ALT)	5:00 pm 4th Thurs	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	HAGERMAN 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 rd Wed.	San Bernardino
LEGISLATIVE TEAM	HUNTINGTON	Proposed for Council Member to work with Town Manager meeting with legislators when necessary.	
FLOOD CONTROL ZONE	MAYOR		

CITY/COUNTY ANIMAL SERVICES JPA	HUNTINGTON HAGERMAN	10:00 a.m. last Thurs.	Yucca Valley
AD HOC COMMITTEES			
SENIOR HOUSING	HUNTINGTON ROWE		
SEWER FINANCING	ROWE HAGERMAN		
COUNCIL RULES & PROCEDURES	HUNTINGTON VACANT		
MORONGO UNIFIED SCHOOL DISTRICT	ROWE HAGERMAN		
AUDIT			

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle, Deputy Town Manager
Date: August 9 2011
For Council Meeting: August 16, 2011

Subject: Park & Recreation Master Plan Implementation
Park Development Update
Federal Housing & Urban Development, Economic Development Initiative Funds
Town Council Policy Discussion & Direction
Parks, Recreational & Cultural Commission Recommendation

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

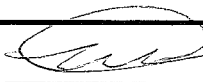


Recommendation: That the Town Council:

1. Receives the report and provides direction to staff regarding the development of Phase IA of the South Side Neighborhood Park.
2. Approves a temporary suspension of enforcement of the Town's "leash law" at the Machris Park softball field from dawn to 10:00am daily, as recommended by the Parks, Recreation & Cultural Commission.

Executive Summary: The purpose of this report is to update the Town Council on park development initiatives underway, and to receive feedback and direction from the Town Council to proceed forward with construction of Phase 1A of the South Side Neighborhood Park.

Order of Procedure:

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

Reviewed By:    _____
Town Manager Town Attorney Mgmt Services Dept Head

Department Report Ordinance Action Resolution Action Public Hearing
 Consent Minute Action Receive and File Policy Discussion

Discussion: The Town began the process for the future construction of the South Side Neighborhood Park in approximately 2000. The Town received, allocated, and expended federal Housing & Urban Development grant funds, as well as State Proposition 40 funds, for property acquisition and preparation of construction plans and specifications for the South Side Neighborhood Park over a number of years.

The focus of the Town's early efforts was property acquisition consistent with the then adopted Parks Master Plan. The Town was "planning" for the future development of the park facility to meet the growing active and sports-park needs of the community. Simultaneously the Town continued to forecast maintenance cost estimates and their potential impacts to the Town's General Fund. With the update to the Park Master Plan in 2009, the Town's focus shifted away from the South Side Neighborhood Park to the Brehm Youth Sports Park as the focal point for meeting the immediate "sports-park" needs of the community and to assist in the leveraging of a public/private partnership.

A total of \$434,160 remains in hard cost grant resources. These hard cost grant resources may only be expended for property acquisition, equipment purchases, and project construction. The \$434,160 is composed of funds from three different grant cycles, and each grant contains a separate expiration date. One of the concerns regarding these funds is based upon current federal agency actions where federal agencies are rescinding prior grant approvals with limited notice. While the Town has not received notice of potential rescission of any of these grant resources, that possibility exists.

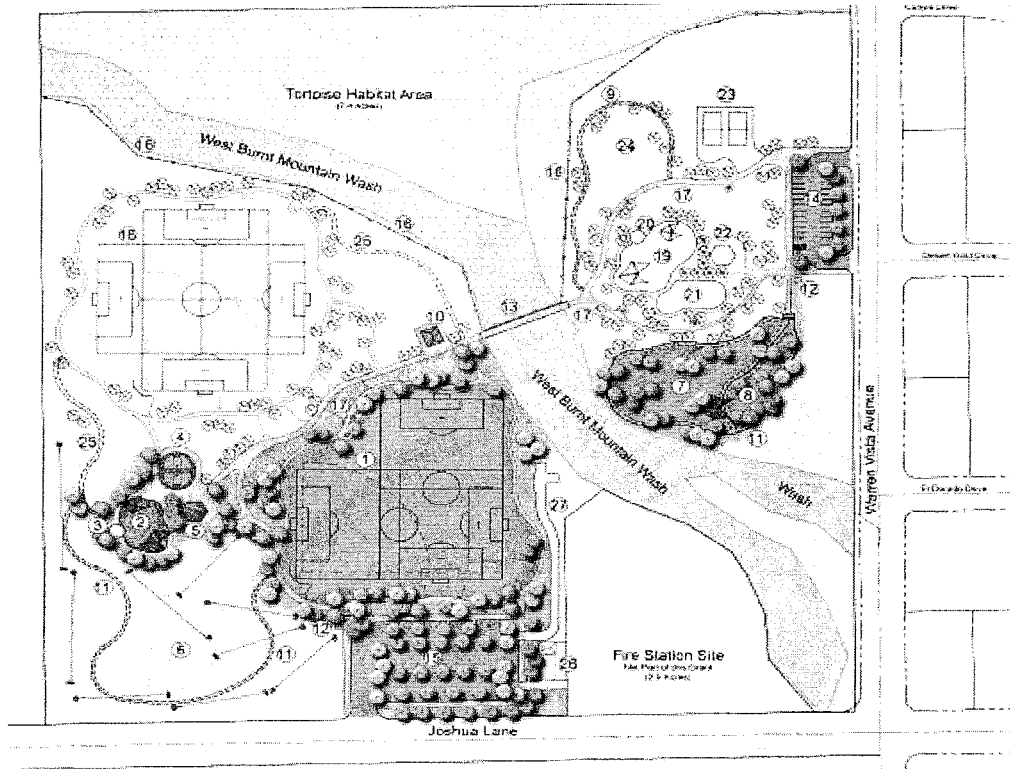
The following information outlines the details of the remaining funds in the three HUD EDI grant allocations.

HUD EDI 0379:	\$79,360	9-30-2012
HUD EDI 0136	\$198,000	9-30-2013
HUD EDI 0409	\$158,500	9-30-2015

The full expenditure of grant resources is always a priority, and the potential loss of grant resources in today's environment is known to make it very difficult to obtain those similar grant sources in the future. Therefore, Town staff has been evaluating alternative means by which to expend, and not forfeit, the remaining HUD EDI funds at South Side Park, while delivering a significant active park resource to the community.

South Side Neighborhood Park is designed to be a 20 to 40 acre park, with sports/recreation fields, playgrounds, restrooms, a dog park, and ancillary supporting improvements. The total preliminary estimate of probable construction costs is \$9,780,504. Staff has therefore been evaluating phasing of the park, again, in order to deliver a significant resource to the community while not forfeiting federal grant resources.

The site plan below depicts the overall layout of the Park. This site plan was developed for the Town's application in 2010 for Proposition 84 Grant Funds, and therefore identifies (in color) those areas of the Park which were included in the Town's application.



RA **South Side Community Park**
Town of Yucca Valley

Staff has been evaluating a potential "Phase IA" of the Park project, and has focused on the north eastern portion of the project. This area includes a playground, dog park, parking lot and a trail area. Focusing on this specific area of the Park results in several benefits to the community. First, the surrounding neighborhoods are underserved by park facilities. The closest park facilities are located at either Machris Park or at the Community Center. The playground and turfed play areas will provide a much needed improvement for the surrounding neighborhoods. Second, the demand for a facility to meet the needs of local dog owners has been increasing over the past several years. This can be seen every morning and throughout the day at both Machris Park and the Community Center where dog owners take advantage of the unused sports fields for exercise and social interaction. Finally, dog waste issues and the resulting damage to turf, and the use of those fields by all age groups, from youth soccer to concerts in the park, does not always create a harmonious relationship.

OTHER PARK DEVELOPMENT EFFORTS:

Brehm Youth Sports Park -- As the Council is aware, the Town (in partnership with Basinwide Foundation) submitted a \$5.0 million Proposition 84 State grant application for the construction of the Park. The application was submitted, and the State's "current" schedule is to announce award of Proposition 84 funds in December of 2011. It should be noted that the announcements of awards following the first round of Proposition 84 grants was delayed approximately 3 months past the original scheduled date.

Construction plans and specifications are currently being prepared by Basinwide Foundation consultants for the Park. Based upon discussions with Park representatives, the construction plans are scheduled to be submitted for plan check, as well as for detailed Town review, as the Park will be a Town operated and maintained facility, in the very near future.

The Planning Division will be returning to the Planning Commission with a Conditional Use Permit public hearing in September for updating the Brehm Youth Sports Park approvals for consistency with the Proposition 84 Grant application filed with the State. The Town's contract grant writers emphasized the need for the land use approvals, and the language contained in the land use approvals, to be consistent with the filed grant application in order to maximize grant scoring.

If the Town's application for Proposition 84 grant funds is successful, construction of the facility with the use of grant funds may occur in the first half of calendar year 2012.

Community Center Playground/Splashpad -- The Town Council allocated \$297,064 in Community Development Block Grant funds for the reconstruction of the Community Center playground area, including the construction of a splash pad feature. This project was placed on hold pending a decision from Housing & Urban Development administration on the potential reallocation of HUD EDI funds to this project. This would have enabled the Town to address other park deficiencies at other facilities, including Jacobs and Paradise Parks.

Since the HUD dollars cannot be used for any site except South Side, staff will be proceeding with the design process for this project in the near future.

Phase IA Potential Funding Sources / Potential Uses

Staff has examined a number of funding sources that would leverage the available HUD EDI funding and deliver the maximum benefit while minimizing Town General Fund contributions. These funds are summarized below:

Source	Amount	Use Restrictions
HUD EDI	\$434,160	Construction
LTF	300,000	Road Improvements
Doran May Park DIF	25,000	Park Improvements
County CIP	200,000	Playground Improvements
Town Park DIF	13,680	Park Improvements
Quimby Fees	88,888	Park Improvements
Redevelopment Funds	250,000	Flexible
Total Available Funding:	\$1,311,728	

The following break-down identifies the cost estimates for separate improvements within the Phase I area. These costs also include a twenty percent contingency as well as seven percent for overhead and mobilization.

Park Element	Cost Estimate
East Parking Lot	\$359,826
Warren Vista Street Impr	365,125
Concrete Walk from Warren V	202,669
Tortoise Habitat	216,249
Dog Park	523,490
Playground, Picnic, Splash P	1,556,291
Native Plant Garden	303,145
Sand Volleyball	52,515
CEQA	35,000
Total Phase I Area Costs	\$3,614,310

Town staff is confident that a smaller Phase 1A project can be value-engineered to match the available funding summarized in the Sources table. This will likely result in delivery of a modified playground / picnic area along with the dog park improvements.

Town staff seeks Council concurrence to continue forward in developing final designs and a bid package for this reduced Phase 1A South Side Park project. Prior to advertising for bids, staff will present to the Town Council the final Phase 1A concept for review / approval.

Parks, Recreational & Cultural Commission Recommendation: The use of the Machris Park softball field by dog owners has increased steadily over the past few years. Dogs are regularly transported to the park and let off leash to exercise with other dogs inside the softball field's fenced perimeter. The Public Works staff and the Recreation staff have reported ongoing problems associated with this use of the field. Other park patrons have also complained that the presence of the dogs and dog owners at the field interferes with their recreational pursuits. A similar situation has been occurring at the Community Center softball field with increasing regularity.

Several Town staff members (Community Services Director, Animal Services Supervisor, Animal Control Officer and Town Manager) visited the Machris Park softball field on the morning of July 18th to discuss the increasing problems with the dog owners who frequent that facility. The group acknowledged some of the problems but also expressed frustration that no legitimate opportunities (dog park) exist in Yucca Valley for this form of recreation.

Understanding that their activity is in conflict with local laws, the group proposed a compromise by which the Town would suspend enforcement of the leash law at the Machris Park softball field from dawn until 10:00 am so that they could continue to exercise their dogs there. The group followed up the conversation with a written proposal (attached to this staff report.)

At their meeting of August 9, 2011, the Parks, Recreational & Cultural Commission recommended that the Town Council approve a temporary suspension of enforcement of the Town's "leash law" at the Machris Park softball field from dawn to 10:00am daily, as recommended by the Parks, Recreation & Cultural Commission. This temporary suspension of leash law enforcement provides an interim solution for dog owners to use Machris Park until such time as South Side Phase IA is completed. Following completion of South Side Phase IA, the suspension would be lifted.

Alternatives: Town Council could determine to not pursue any improvements at South Side Park at this time. This decision would likely result in the loss to this community of over \$430,000 in federal grants.

Fiscal impact: Funding to complete the design of a Phase 1A concept is available in the current architectural design contract for South Side Park. If the Council determines to move forward with bid / construction of Phase 1A, there will be both one-time capital and recurring maintenance costs. Staff will bring back those estimates prior to seeking authorization to release the project for bidding.

Attachments: July 20, 2011 Letter

7/20/2011

Jim Schooler, Community Services Director

The Town of Yucca Valley

57090 29 Palms Hwy

Yucca Valley, CA 92284

Dear Jim,

It was a pleasure talking with you this past Monday at Machris Park.

Thank you for approaching our dog owners group and expressing the town's concerns about our congregating each morning at the park.

We greatly appreciated all of your patience in listening to our ideas and ways for finding a solution to the reality of our growing numbers who have come to depend on the park as a place to socialize and exercise our dogs.

We are anxious to work with you and the town on a compromise for continuing to use Machris Park in the interim until a more permanent dog park is established. We accept this would mean limiting our access to certain hours of the morning and unconditionally surrendering the field to any scheduled ball games or events, which we have always done in the past.

As you asked, we have prepared a list of wishes as to what components we would like included in a real dog park as well as a list of rules and regulations that we would expect to adhere to. I have enclosed both those lists with this letter for you to review.

We realize you are graciously granting us a generous postponement from what will eventually lead to our future and final exit from Machris Park.

Our hope is that we may use the field daily with our dogs from sunrise till 9:30 am, which will clear us out before summer camp arrives at 10:00 am; again barring the event of any other scheduled activity approved by the town.

We will abide by any posted rules and regulations and encourage all around us to do the same. As we mentioned to you we have been pretty diligent about cleaning all dog waste and spreading the word of good social behavior and the importance of having all dogs vaccinated.

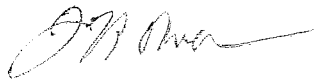
I personally have been at the park every morning but one in the past four years and have never encountered or witnessed a problem we were not able to correct amongst ourselves. As I hope you discovered by speaking with us we prefer to be socially responsible and don't

want to be in violation of any laws. The posting of rules and regulations would help protect us and remind others who use the park that they must be responsible too.

If we can be of any further assistance please let us know and we would rally to contribute to the cause.

We look forward to hearing from you and have high hopes of a future dog park for Yucca Valley. I guarantee you, if you build it, we will come!

Sincerely,



Jeff Owen

6348 Imperial Dr, Yucca Valley, CA 92284

(760) 228-0608

Also contributing their support;

Corinna and Rick Mitchell

Paula and Monty Finefrock

Daryll and Brenda Thomann

Mary E Michaud

Laurie and Greg Allen

Dana Collins

Connie Connole

LaDonna Thorson

Carol Heard

Theresa Niles

Larry Burge

Mark Cambiaso

Colleen Lamb

John Bargholz

Gayle Contenau

Jackie and Jim Matthews

Sharon Bartlett

Steve Hanlin

Lisa Swartzlander

Bob and Kyung Jarrod

Pat Cummins

Jennifer Fenenez

Betty Jaurequi

Linda and Jim Thompson

Chase Harrison

Bertha DeLellis

Debra Dufour

Rick Baker

Sheri and Dave Immel

Jamie Anderson

Sample DOG PARK RULES

1. Hours: Sunrise to 10:00 AM
2. Dogs must be current on all vaccinations
3. Dogs must have a current dog license. Dogs should also wear an owner identification tag at all times.
4. Dogs must be leashed when entering and exiting the Dog Park.
5. For the safety of your dog(s) and other park visitors, choke, prong (pinch) and spike collars are strictly prohibited. If you use these types of collars, remove them before entering the park.
6. Children must be accompanied by an adult. Children have a tendency to scream and run when excited, which can trigger a dog's prey drive or natural instinct to chase. For this reason and for the safety of your children, we do not recommend bringing small children and infants into the dog park.
7. Aggressive dogs are not permitted on the premises. Dogs must be removed at the first sign of aggression.
8. Female dogs in heat are prohibited from entering the park.
9. Dog owners must be in the park and within view of their dogs at all times.
10. All off-leash dogs must be under voice control of their owners. If you cannot control your dog off leash, keep your pet leashed at all times.
11. Dog owners must keep their leash on person at all times.
12. Please do not bring dog food into the park.
13. Owner must clean up dog feces. Seal waste in the provided plastic bags before disposing in designated receptacles.
14. Fill any holes your dog digs.
15. Proof of a current rabies vaccination and license is required upon request of a police or animal control officer. Tags may serve as proof.
16. Failure to abide by the park rules may result in loss of privileges or owners may be ticketed.

In addition to the official dog park rules, here are some other things you should consider to help make your, and your dog's, visit to the dog park a success.

First time users should consider coming at off-peak times for their initial visit. Ask questions of those people inside the fence about how to ease your dog's initial stress of entering for the first time. At times, the park can become quite crowded. If you are not sure how your dog will react to the current conditions, don't put pressure on your dog by forcing it into what it thinks is a threatening situation. Instead, come back at another time when it is less crowded.

If entering or leaving the off-leash area, do not enter the double-gated transition area if there is already someone in that area. This will eliminate the possibility of both gates being open at the same time.

Place your dog off leash in the transition area before entering the unleashed area. Some dogs can feel threatened if they are leashed in the presence of unleashed dogs.

Quickly move away from the entrance area as you enter. That will help disperse the group of dogs that will come over to welcome your dog to the park. Move away from the fence so that your dog will not feel cornered or threatened. This will lessen the problem caused when several off leash dogs, already in the park, come running over to greet the new arrival, perhaps overwhelming the arriving dog.

One of our primary goals is to socialize our dogs to have good manners. We should practice what we preach and always be considerate of others and YOUR dog park will be an enjoyable, healthy, educational experience for handlers and dogs.

If any dog becomes aggressive or disruptive, the responsible handler will remove the dog from the fenced area until socialization measures can be undertaken.

ALWAYS SCOOP YOUR DOG'S POOP!!! This is the complaint heard most often from opponents of dog park proposals. Bags are provided, use them! Also, please help with "Orphan Poop." You will occasionally miss some of your dog's poop and our continued use of this type of public amenity will depend on our control of this issue!!!

Keep your dog leashed at all times while outside the fenced dog park area. Even if your pet is under perfect voice control, many non-dog people have fears and any dog off-leash outside the fenced area violates the current Leash Law.

Please clean up YOUR park! Trash, cigarette butts, and anything else on the ground may end up in a dog's mouth. Before you drop something on the ground, ask yourself, "Would I want my dog to eat this?" We must all work to keep our park clean.

All dog handlers must provide proof of current vaccinations. Your dog must have a collar or harness that includes a rabies tag and a current Dog License.. It is also an excellent idea to have an ID tag on the collar or harness as well. If your animal does not have proof of a rabies vaccination and license, you may be asked to leave the park.

Remember that choke, prong, or spiked collars are not allowed inside the off-leash area. Each of these collar types can result in injury to its wearer, another dog, or a person depending on the situation. If a choke collar gets hung on something while running, its wearer can become choked. Some dogs, while playing, like to softly bite the back of another dog's neck. Dogs wearing prong collars receive a much stronger bite during this type of play while dogs wearing spiked collars can inflict injury.

Be a responsible dog handler. If your pet has a contagious condition, stay away until a Vet has said that there is no danger to other dogs. The "Golden Rule" applies here! Legally, only a rabies vaccination is required to enter the dog park; however, you may wish to consult with your veterinarian to get advice on other vaccinations such as Bordatella (Kennel Cough), Distemper, Parvo, etc. Don't forget heartworm protection!

Each handler is legally responsible for his or her dog, and the Town of Yucca Valley will assume no responsibility for any injuries to humans or animals; therefore, each handler is responsible for supervision of his or her animal. All handlers must remain in the park with their dog at all times.

Be sure you teach your child how to behave properly in a dog park environment. Playful, unsupervised children and playful, unleashed dogs mixed together could result in injury. Please understand that this area is provided for dogs to interact with other dogs and that your child could be considered an interruption in dog play. If you choose to bring your child within the park, you should SUPERVISE VERY CLOSELY!!! Teach your child proper dog park behavior. Children should not run around, scream, pick up and wave sticks, or approach animals that they do not know.

Many dogs will be experiencing the off-leash environment for the first time and may not be used to the experience. Please watch your dog closely. If your dog acts aggressively, please put the dog on a leash immediately and let the animal "cool down". It takes time for a new dog to become comfortable with the fact that other dogs all share the neutral environment. Keep in mind that everyone at the park wants the same thing - socialized dogs that can have fun together. If you are not sure how your dog will react, try to come to the park when few other dogs are there to keep the intimidation level as low as possible. You may wish to keep your first visit to the dog park rather short to minimize the stress on your pup. Leaving early when your dog is having a good time will make it more likely that your dog will be anxious to return for subsequent visits.

Keep your head on a swivel at all times as there will likely be groups of dogs running around the park and having fun. People standing around are obstructions. A dog being chased may try to run its pursuer into a person in order to gain an advantage. Stay alert!

Do not bring human food to the dog park. Small dog treats are acceptable since that's what one uses to train a dog; however, human food or long-lasting dog chews should not be brought into the off-leash area. Many dogs are on diets to keep their weight under control. A normally well-behaved dog can jump at or lunge for food, especially tasty human food, when hungry. Also, do not give any treats to a dog without first checking with the dog's owner to see if that would be permissible. Some dogs have food allergies and that treat might make a dog ill.

These rules will help ensure that our dog park remains a success!

Dog Park Wish List

shade covering

benches

water spigot (w/hose that can be hung up -- to clean pooper scoopers, diarrhea on surface, muddy dogs, etc.)

pooper scoopers (more environmentally friendly than baggies)

industrial trash cans w/attached lids (to reduce smell and keep covered when it rains)

double entry gate

grass (ideally) but some surface other than dirt (which gets muddy when wet and also kicks up a lot of dust when the dogs play)

lights conducive to a residential area [on a time dial switch (like at the tennis courts) for safe early morning or evening use]

bulletin board (for community posts, "missing pet" signs, etc.)

doggie bag holder (where people can bring baggies and leave them for others to use -- Palm Desert park has this)

big rocks (for dogs to jump up on, can be used for additional places for people to sit, etc.)

small permanent pool/pond that could be filled seasonally (for the hot weather months)

port-a-potty (until permanent services are in place)

parking area