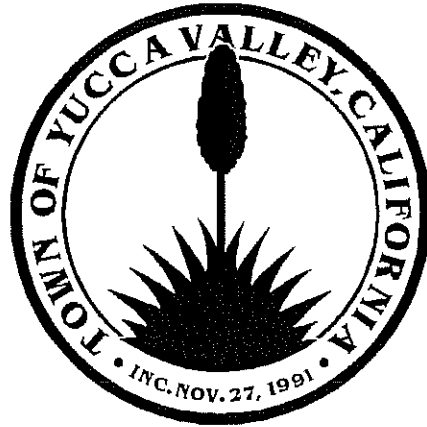


TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING



*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.*

**WORKSHOP: 5:00 p.m.
TUESDAY, SEPTEMBER 20, 2011
TOWN COUNCIL: 6:00 p.m.
(IMMEDIATELY AFTER RDA MEETING)
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, SEPTEMBER 20, 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

1. Longevity Awards

AGENCY REPORTS

Fire Department

- 1-2 2. Monthly statistical report for August, 2011

Chamber of Commerce

3. Monthly Statistical report for August 2011.

APPROVAL OF AGENDA

Action: Move _____ 2nd _____ Voice Vote _____

CONSENT AGENDA

- 3-8 4. Regular Town Council Meeting Minutes of September 20, 2011.

Recommendation: Approve minutes as presented.

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

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

- 9-12 6. AB 1234 Reporting Requirements

Recommendation: Receive and file the AB 1234 Reporting Requirement Schedule for the Month of July and August 2011

- 13-26 7. Approval of Final Map of PM 19103, Five Commercial Lots-Warren Vista Shopping Center, South West Corner of SR 62 and Warren Vista Avenue

Recommendation: Approve the Final Map of PM 19103 and direct staff to forward the map to the San Bernardino County Recorder for Recordation

- 27-28 8. 2011-12 Youth Commission appointments

Recommendation: Appoint the applicants recommended by the Parks, Recreational and Cultural Commission to the 2011-12 Youth Commission and authorize the Parks, Recreation and Cultural Commission to review future applications and make subsequent appointments on behalf of the Council.

- 29-102 9. Award of Contract for EECEBG Library HVAC and Lighting Replacement EECEBG Project Grant No. 09-029, Town Project No. 8954

Recommendation: Find the bid submitted by Masterbuilt Construction Corporation Inc., to be non-responsive to the Call for Bids and Addenda thereto; and award a contract for construction services, subject to California Energy Commission (CEC) approval to

Joe Putrino General Contractor in the amount of \$94,079 for the Base Bid of the Library HVAC and \$44,238 for the Lighting Replacement Alternative Bid B, for a total contract award of \$138,317; establish a \$13,000 contingency and \$4,000 administration expenditures, and 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.

- 103-114 10. Measure I Five-Year Plan 2011/2012 to 2015/2016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING THE FIVE-YEAR MEASURE I CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2011/2012 TO 2015/2016

Recommendation: Adopt the Resolution for the annual Measure I, Five-Year Capital Improvement Plan and expenditure Strategy for Fiscal Years 2011/2012 to 2015/2016 under Measure I 2010-2040

- 115-116 11. Preliminary Draft Recognized Obligation Payment Schedule

Recommendation: Receive and File Redevelopment Agency's Preliminary Draft Recognized Obligation Payment Schedule.

- 117-126 12. Yucca Valley RDA Remittance Agreement with the Town of Yucca Valley

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING A REMITTANCE AGREEMENT WITH THE REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY IN ACCORDANCE WITH ASSEMBLY BILL AB X1 27

Recommendation: Approve the Resolution authorizing the execution of a Remittance Agreement with the Town of Yucca Valley

- 127-134 13. Warrant Register September 20, 2011

Recommendation: Ratify the Warrant Register total of \$114,199.64 for checks dated September 8, 2011. Ratify Payroll Registers total of \$144,111.84 for checks dated September 2, 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 4-13)(roll call vote)

Action: Move _____ 2nd _____ Roll Call Vote _____

DEPARTMENT REPORTS

- 135-143 14. Youth Commission Recommendation: Social Host Ordinance

AN ORDINANCE OF THE TOWN COUNCIL, TOWN OF YUCCA VALLEY, CALIFORNIA, ADDING CHAPTER 6.10 TO TITLE 6 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, IMPOSING LIABILITY ON SOCIAL HOSTS WHO ALLOW MINORS TO OBTAIN, POSSESS, OR CONSUME ALCOHOLIC BEVERAGES AND/OR ILLEGAL SUBSTANCES AT GATHERINGS

Staff Report

Recommendation: Introduce the Ordinance adding Chapter 6.10 to Title 6 of the Yucca Valley Municipal Code imposing liability on social hosts who allow minors to obtain, possess, or consume alcoholic beverages and/or illegal substances at gatherings.

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

- 144-148 15. South Side Neighborhood Park, Phase I A, Contract Amendment, RHA Landscape Architects, Authorization to Proceed with Final Design, Authorization to Proceed with Construction Bidding, Budget Amendment

Staff Report

Recommendation: Approve the budget amendment appropriating funds for South Side Neighborhood Park as outlined in the Fiscal Impact section of the staff report, approve the conceptual plans for the South Side Neighborhood Park Phases I A, approve the amendment to the Town's Agreement with RHA Landscape Architects authorizing the Town Manager to sign the amended agreement, authorize the final design of South Side Neighborhood Park Phase I A, and authorize construction bidding for Phase I A.

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

POLICY DISCUSSION

FUTURE AGENDA ITEMS

PUBLIC COMMENTS

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

STAFF REPORTS AND COMMENTS

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

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

ANNOUNCEMENTS

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

Next Town Council Meeting, Tuesday, October 4, 2011, 6:00 p.m.

CLOSED SESSION

CLOSING ANNOUNCEMENTS

ADJOURNMENT

Yucca Valley Town Council

Meeting Procedures

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

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

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

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

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

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

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

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

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

ACRONYM LIST

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

COUNCIL COMMITTEE MEETING TIMES

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

Yucca Valley

10:00 a.m. last Thurs.

HUNTINGTON
HAGERMAN

CITY/COUNTY ANIMAL SERVICES JPA

AD HOC COMMITTEES

SENIOR HOUSING

HUNTINGTON
ROWE

SEWER FINANCING

ROWE
HAGERMAN

COUNCIL RULES & PROCEDURES

HUNTINGTON
LOMBARDO

MORONGO UNIFIED SCHOOL DISTRICT

ROWE
HAGERMAN

AUDIT



SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

August 2011 Summary

ADMINISTRATIVE MONTHLY REPORT

The County Fire Department responded to a total of 392 requests for assistance within our town boundaries. Division wide responses for the South Desert total in the Month of August were 711 incidents.

EMERGENCY RESPONSES

ESTIMATED FIRE LOSS (In dollars)

Total Loss	\$	6,700	Value	\$	6,700
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RESPONSES OTHER THAN FIRES

Fires	6
Rupture / Explosion	0
EMS / Rescue	302
Hazardous Condition	3
Service Calls	40
Good Intent Calls	33
False Call	7
Other	1

ALARMS – ALL TYPES

Yucca Valley Response Area

TOTAL NON-FIRE RESPONSE	386
TOTAL FIRE RESPONSES	6
TOTAL ALARMS	392

Significant Events:

- Fire Loss attributed to several vegetation fires, vehicle fires, and a structure fire with damage; however, extinguished by property owner upon FD arrival.
- Crews trained in multi-company level drills in preparation for large-scale structure fire response.
- Fire Station 42 conducted a fire safety class for MUSD food services at Yucca Mesa Elementary.



SAN BERNARDINO COUNTY FIRE DEPARTMENT
SERVING YUCCA VALLEY

COMMUNITY SAFETY MESSAGE

FIRE EXTINGUISHERS

In order for fire to exist there must be four essential components present...fuel, heat, oxygen and the chemical chain reaction between them known as the Fire Tetrahedron.

Removing any one of these will result in the fire being extinguished...no fuel – nothing to burn, no heat – materials won't be hot enough to sustain combustion, and no oxygen – means the fire will cease to begin or continue.

The proper use of a fire extinguisher is a very effective tool in saving lives and property. The attached pamphlet provides some very important information and tips in using a fire extinguisher.

Remember that September is National Disaster Preparedness Month. Along with your survival kits – you should also have a fire extinguisher for your home, auto, and an extra in case your neighbors need assistance.

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
SEPTEMBER 6, 2011**

Mayor Huntington called the meeting to order at 6:02 p.m.

OPENING CEREMONIES

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

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

PLEDGE OF ALLEGIANCE

Led by Mayor Huntington

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

1. Longevity Awards

Presented to Shelly Eich for 5 years.

APPROVAL OF AGENDA

Council Member Hagerman moved to approve the agenda. Council Member Lombardo seconded. Motion carried 5-0 on a voice vote.

CONSENT AGENDA

2. **Approve**, Regular Town Council Meeting Minutes of August 16, 2011, as presented.
3. **Waive**, further reading of all ordinances and read by title only.
4. **Approve**, the Facility Use Agreement with the Boys and Girls Club of the Hi Desert.
5. **Adopt**, Ordinance No. 229, Authorizing the Levy of a Special Tax within Community Facilities District No. 11-1

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

- 6. **Adopt**, Ordinance No. 230, Traffic Speed Surveys, Juarez Drive, Between Palomar and Joshua Lane, Retain Existing Posted Speed of 35 Miles Per Hour.

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

- 7. **Adopt**, Ordinance No. 231, Continuing the Town of Yucca Valley Redevelopment Agency.

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

- 8. **Ratify**, the Warrant Register total of \$743,393.31 for checks dated August 11, 2011 through August 25, 2011. Ratify Payroll Registers total of \$324,270.25 for checks dated August 3, 2011 through August 19, 2011.

Council Member Lombardo moved to adopt Consent Agenda Items 2-8. Council Member Hagerman seconded. Motion carried 5-0 on a roll call vote.

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

DEPARTMENT REPORTS

- 9. **Development Code Update-Phase 1, Draft Guiding Principles, Issues and Intent**

Deputy Town Manager Stueckle gave the staff and a PowerPoint presentation showing the revisions made to the Guiding Principles after the August 23rd joint meeting with the Planning Commission.

Mayor Huntington questioned if the bullet point regarding providing regulations for big-box commercial uses means that we would ultimately be looking at abandonment of

big-box structures and how they could be used in the future. He noted he would think they would be structured in a way that they can be divided into smaller units. Deputy Town Manager Stueckle advised that has not been discussed at this point, but it may be as simple as architectural standards to break up the mass of the building, etc. Council will be going through that policy discussion process and there will be input from the public at hearings.

Margo Sturges, Yucca Valley, commented regarding the need to maintain the dark sky and clean air, and recommended caution regarding deleting the sign ordinance.

Ramon Mendoza, Yucca Valley, commented regarding the need to invite the public in to have discussions about what all of this means to them.

Council was satisfied with Guiding Principle No. 1, clear, specific standards with minimum of interpretation require.

With reference to Guiding Principle No. 2, Council Member Rowe gave an example of new construction on an industrial property on a dirt road and expressed concern regarding having to pave a small section of that road when existing businesses do not. Discussion ensued regarding various options to deal with a situation. Deputy Town Manager Stueckle commented one issue communities have to look at as new development comes in where there are infrastructure gaps, is what the traffic volumes are, etc. In many areas the Fire Department will dictate whether or not there must be paved access. Mayor Huntington commented that industrial roads need to be improved, noting that eventually something is going to have to be done to accommodate the traffic, dust problems etc.

Council Member Hagerman commented regarding an existing project on a dirt road and the issues involved. Advised that standards would apply to new development, noting that existing development vs. new development is the key distinction. Suggest these apply to new tract maps 5 or more residential lots and nonresidential development. Deputy Town Manager Stueckle commented the project that was mentioned could not be in that area if it were to be proposed today.

Town Manager Nuaimi commented regarding the discussion due to the concern of mandating pavement in general industrial areas, noting that staff is suggesting this should be the base line requirement. He questioned if it is expected that industrial and retail development have paved access.

Council Member Abel questioned the figure of 75% for the exceptions for infill development. Mr. Nelson advised that is from consultant experience, noting the code can also specify that new construction should install improvements when it is within so many feet of existing improvements. Council Member Abel recommended looking at

maybe lowering that to 70% etc. to encourage people to build in already established areas.

Council was in agreement with Guiding Principle 3, enabling the economic hub

With reference to Guiding Principle 4, reinforcing the desert character, Council Member Rowe commented there was feedback from previous projects to liberalize more animals, larger accessory structures, etc., and questioned how that would allow lower lot coverage. Deputy Town Manager Stueckle clarified that where it says lower lot coverage, it is not saying to lower the lot coverage allowed, it is stating that the larger lot sizes have a lower lot coverage.

Council Member Rowe questioned the third bullet in section A) regarding the establishment of an Open Space fee program in lieu of property dedication in areas slated primarily for residential development, noting she would be in favor of the fee for tract development, but not for infill. Town Manager Nuaimi commented that staff has heard that the Town's infrastructure needs are prohibitive etc. and is trying to come up with strategies to allow developers and property owners the ability to develop their parcels. He questioned if there is Council support for that item if it refers to tract maps. Council agreed. Mayor Huntington commented he would think that would also apply to parcel maps with larger lots of 2 ½ acres or more.

Council Member Hagerman commented regarding the polling during the joint meeting and his answer of "strongly disagree" to question 28 "retail lighting should be controlled to automatically reduce to security lighting only when past the operating hours" noting he feels there should be the lowest amount of light possible that will still provide for security of employees.

Council Member Rowe moved to approve and adopt the Development Code Guiding Principles, Issues and Intent. Council Member Hagerman seconded. Motion carried 5-0 on a voice vote.

POLICY DISCUSSION

FUTURE AGENDA ITEMS

Council Member Hagerman requested an update from the CEO of the Hi Desert Medical Center district on quarterly basis. Council agreed.

PUBLIC COMMENT

Margo Sturges, Yucca Valley, requested that the Council consider taping the Planning Commission meetings during the upcoming discussions of the Development Code.

Bonnie Brady, Yucca Valley, Representing the Morongo Basin Cultural Arts Council, invited Council to attend the 10th Open Artists Studio in October and the Art Tour Collective Show opening reception at the Hi Desert Nature Museum on September 9th.

Ramon Mendoza, Yucca Valley, suggested caution when dealing with desert native plants as opposed to drought tolerant, noting that many of the drought tolerant plants won't work well up here.

STAFF REPORTS AND COMMENTS

None

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

10. Council Member Lombardo

None

11. Council Member Abel

Encouraged everyone to pray for the families of the victims of 9/11.

12. Council Member Hagerman

Commented regarding the responsibility on this Council for the future and present insuring we are looking forward to find balanced responsible development here.

Expressed disappointed with the water rates being raised.

13. Mayor Pro Tem Rowe

None

14. Mayor Huntington

Reported regarding attendance along with Council Member Rowe, Town Manager Nuaimi and Deputy Town Manager Stueckle at a meeting with Congressman Lewis asking for support of the Senior Housing Project. They also met with the Congressman and members of the Hi Desert Water District to discuss the predicament with the sewer.

Recommended attendance at the Open Studio Art Tour.

Advised the Starry Nights Festival is Saturday, October 1, 2011

ANNOUNCEMENTS

Next Town Council Meeting, Tuesday, September 20, 2011

ADJOURNMENT

There being no further business the meeting was adjourned at 7:50 p.m.

Respectfully submitted,

Jamie Anderson, MMC
Town Clerk



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Date: August 30, 2011
For Council Meeting: Sept 20th, 2011

Subject: AB1234 Reporting Requirements

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

Recommendation: Receive and file the AB1234 Reporting Requirement Schedule for the month of July and August 2011.

Order of Procedure:

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

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

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

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

Reviewed By:


Town Manager


Town Attorney


Admin Services


Dept Head

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Session

Alternatives: None.

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

Attachments: AB1234 Reporting Requirement Schedule

Town of Yucca Valley

Councilmember AB1234 Meetings Schedule Month of July 2011

Date of Travel	Organization	Description	Location
	Mayor Huntington	No Reportable Meetings	
	Mayor Pro Tem Rowe	No Reportable Meetings	
	Councilmember Abel	No Reportable Meetings	
	Councilmember Hagerman	No Reportable Meetings	
	Councilmember- Vacant		

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Duane Gasaway, Consulting Project Manager
Date: August 31, 2011
For Council Meeting: September 6, 2011

Subject: Approval of Final Map of PM 19103
Five Commercial Lots-Warren Vista Shopping Center
South West Corner of SR 62 and Warren Vista Avenue

Prior Council Review: None for this specific item. The Town Council approved the formation and levy of special taxes within the Warren Vista Community Facilities District 11-1. The boundary of Parcel Map 19103 is coterminous with boundaries of the Community Facilities District.

Recommendation: That the Town Council:

1. Approves the Final Map of PM 19103.
2. Directs staff to forward the map to the San Bernardino County Recorder for recordation.

Executive Summary: The tentative subdivision map TM 191003 was approved subject to several conditions of approval. The applicant has satisfied those conditions which are required to be satisfied prior to recordation of the final map.

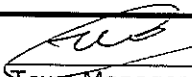

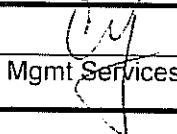

Order of Procedure:

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

Discussion: The final map of PM 19103 is comprised of five lots. The tentative parcel map was approved by the Planning Commission on January 6, 2009 subject to several conditions of approval. The conditions required to be satisfied prior to final map approval have been satisfied.

Town Council action is required for all final maps.

Alternatives: No alternative action is recommended.

Reviewed By:	 Town Manager	 Town Attorney	 Mgmt Services	 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 checked="" type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session

Fiscal impact: The Town has formed the Warren Vista Community Facilities District No. 11-1 and authorized the levy of special taxes within the District commencing with the 2012-13 tax roll year to provide the revenue for the maintenance of streets and drainage associated with the development of the Warren Vista Shopping Center.

Attachments: Conditions of Tentative Map approval
Reduced Copy of Map

PARCEL MAP NO. 19103

BEING A PORTION OF PARCEL 2 OF PARCEL MAP NO. 23, RECORDED IN
BOOK 1 OF PARCEL MAPS, PAGE 14, RECORDS OF SAN BERNARDINO
COUNTY, SECTION 36, TOWNSHIP 1 NORTH, RANGE 5 EAST, S.B.M.



YUCCA VALLEY, CALIFORNIA
JANUARY 2011

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RICHARD GUTIERREZ IN OCTOBER OF 2008. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL THE IMPROVEMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN SUCH POSITIONS ON OR BEFORE 2011, IN COMPLIANCE WITH SECTIONS 66443 AND 66444 OF THE SUBDIVISION MAP ACT AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

JAY S. FARROW, LS 8207
MY LICENSE EXPIRES 03/31/13

DATE: _____

OWNERS STATEMENT, ACKNOWLEDGEMENT, AND AGREEMENT

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEXED MAP AS REQUIRED BY SECTION 66443 (4) OF THE SUBDIVISION MAP ACT, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE TOWN OF YUCCA VALLEY, THE PUBLIC IN GENERAL, AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC ROADS, HIGHWAYS AND PUBLIC UTILITY PURPOSES IN, UNDER, THROUGH AND ACROSS STATE ROUTE 62, ALTA VISTA DRIVE AND WARREN VISTA AVENUE AS SHOWN ON THIS MAP, THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL, AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE TOWN OF YUCCA VALLEY.

WE HEREBY ALSO IRREVOCABLY OFFER TO THE TOWN OF YUCCA VALLEY A DRAINAGE EASEMENT AS SHOWN ON THE MAP AS FOLLOWS:

WE HEREBY RESERVE FOR OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS, FOR THE USE AND BENEFIT OF THE PRESENT AND FUTURE OWNERS OF PARCELS 1 THROUGH 3, INCLUSIVE, RECIPROCAL, NON-EXCLUSIVE EASEMENTS OVER, UNDER AND ACROSS SAID PARCELS DELINEATED ON THE ANNEXED MAP FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC, PARKING, DRAINAGE, SEWER AND UNDERGROUND UTILITIES AND APPURTENANCES.

WE AGREE NOT TO PROTEST AND AFFIRMATIVELY AGREE TO ENTER INTO ANY STREET AND DRAINAGE MAINTENANCE ASSESSMENT DISTRICT AND ANY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT INITIATED BY THE TOWN OF YUCCA VALLEY CONCERNING THE MAINTENANCE OR IMPROVEMENTS OF STATE ROUTE 62, ALTA VISTA DRIVE AND WARREN VISTA AVENUE, AND MAINTENANCE AND OPERATION OF ANY DRAINAGE AND FLOOD CONTROL FACILITIES, AND MAINTENANCE AND IMPROVEMENTS OF ANY UTILITIES, PATHWAYS, STREET LIGHTING, LANDSCAPING AND OTHER PUBLIC INFRASTRUCTURE IMPROVEMENTS.

GOVERNMENT CODE SECTIONS 53750(a) AND 53753(c) PROVIDE THAT PRIOR TO THE LEVYING OF A NEW ASSESSMENT THAT IS SUBJECT TO THE PROCEDURES AND APPROVAL PROCESS SET FORTH IN SECTION 4 OF ARTICLE 13 OF THE CALIFORNIA CONSTITUTION, RECORD OWNERS OF EACH IDENTIFIED PARCEL WITHIN THE PROSPECTIVE ASSESSMENT DISTRICT ARE ENTITLED TO A 45 DAY NOTICE INDICATING THE TOTAL ASSESSMENT WITHIN THE DISTRICT, THE AMOUNT CHARGEABLE TO EACH RECORD OWNER'S PARCEL, THE DURATION OF THE PAYMENTS, THE REASON FOR AND BASIS OF THE ASSESSMENT, THE DATE, TIME AND LOCATION OF A PUBLIC HEARING ON THE PROPOSED ASSESSMENT, AND AN OPPORTUNITY TO SUBMIT A BALLOT IN SUPPORT OF OR OPPOSITION TO THE ASSESSMENT DISTRICT.

THIS STATEMENT, ACKNOWLEDGMENT, AND AGREEMENT SHALL BE BINDING ON AND SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS OF THE OWNER.

OWNERS:
GAL REALTY PARTNERSHIP, L.P., A DELAWARE LIMITED PARTNERSHIP

(SIGNATURE) _____ (SIGNATURE) _____
(PRINTED NAME) _____ (PRINTED NAME) _____
(PRINTED TITLE) _____ (PRINTED TITLE) _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME,

A NOTARY PUBLIC, PERSONALLY APPEARED 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 CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) ON 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.

NAME PRINTED _____ SIGNATURE _____

MY COMMISSION EXPIRES: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME,

A NOTARY PUBLIC, PERSONALLY APPEARED 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 CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) ON 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.

NAME PRINTED _____ SIGNATURE _____

MY COMMISSION EXPIRES: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

TOWN SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 19103 CONSISTING OF TWO (2) SHEETS; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND APPROVED ALTERNATES THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAPS HAVE BEEN COMPLIED WITH AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

NOEL OWLSLEY, ACTING TOWN SURVEYOR
LS 0072, EXP. 09/30/11



BOARD OF SUPERVISORS' CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THE ANNEXED MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

LAURA H. WELCH
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO

DEPUTY _____

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THE ANNEXED MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE \$ _____.

LARRY WALKER, COUNTY AUDITOR/CONTROLLER
COUNTY OF SAN BERNARDINO

DEPUTY _____

TOWN CLERK'S ACCEPTANCE STATEMENT

I, JANEY M. ANDERSON, TOWN CLERK OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, HEREBY CERTIFY THAT SAID TOWN COUNCIL AT ITS REGULAR MEETING HELD ON _____ APPROVED THE ANNEXED MAP OF PARCEL MAP NO. 19103; AND ACCEPTS ON BEHALF OF THE PUBLIC THE EASEMENTS IN, UNDER, OVER, THROUGH AND ACROSS STATE ROUTE 62, ALTA VISTA DRIVE, WARREN VISTA AVENUE, THE DRAINAGE EASEMENT AS DESCRIBED HEREON, AND ABANDONS THAT PORTION OF WARREN VISTA DRIVE SHOWN AS "ABANDONED STREET EASEMENT".

JANEY M. ANDERSON, CLERK
TOWN CLERK
TOWN OF YUCCA VALLEY, CALIFORNIA

ABANDONMENT OF PUBLIC STREETS & PUBLIC EASEMENTS

PURSUANT TO SECTIONS 66433 AND 66435.20 1/2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT WITHIN THIS TRACT MAP OF THE FOLLOWING:

A PORTION OF A 40' EASEMENT FOR ROAD AND WOODLAND PURPOSES PER DOCUMENT RECORDED JUNE 8, 1992 AS INSTRUMENT NO. 82-22894, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, AS SHOWN ON THIS MAP AS "ABANDONED STREET EASEMENT".

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____
THIS _____ DAY OF _____, 20____, AT _____ M., IN
BOOK _____ OF PARCEL MAPS AT PAGE _____ AT THE REQUEST OF _____

IN THE AMOUNT OF \$ _____

LARRY WALKER
AUDITOR/CONTROLLER-RECORDER
COUNTY OF SAN BERNARDINO

DEPUTY RECORDER _____

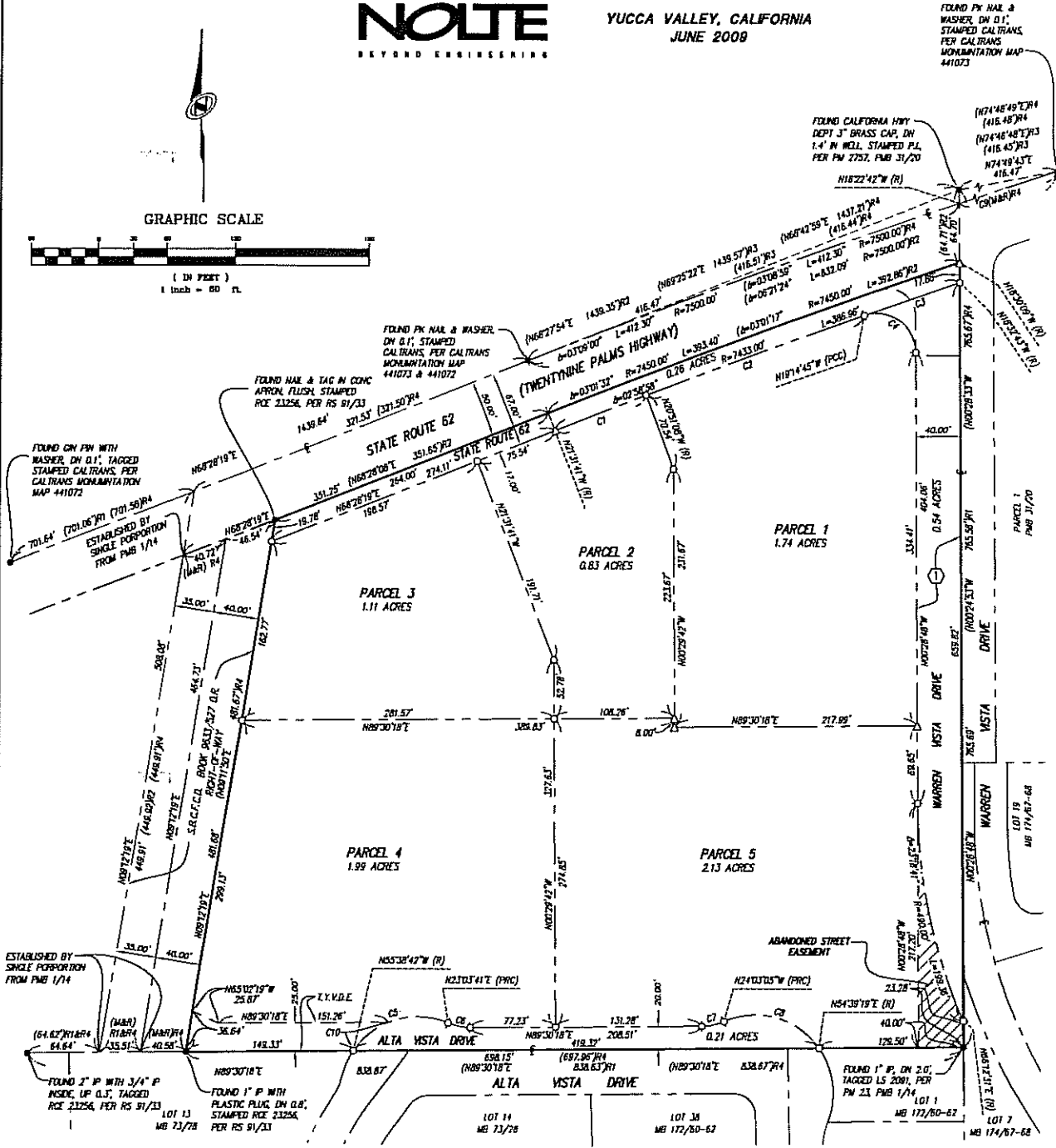
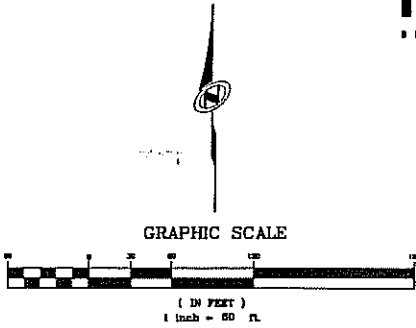
PARCEL MAP NO. 19103

BEING A PORTION OF PARCEL 2 OF PARCEL MAP NO. 23, RECORDED IN
BOOK 1 OF PARCEL MAPS, PAGE 14, RECORDS OF SAN BERNARDINO
COUNTY, SECTION 36, TOWNSHIP 1 NORTH, RANGE 5 EAST, S.B.M.



YUCCA VALLEY, CALIFORNIA
JUNE 2008

FOUND PK NAIL &
WASHER, DN 0.1',
STAMPED CALTRANS
PER CALTRANS
MONUMENTATION MAP
441073



LEGEND

- ◆ FOUND MONUMENT AS NOTED
- ⊙ SET 1" x 1/8" IRON PIPE WITH TAG STAMPED 7.5. 8207' FLUSH, UNLESS OTHERWISE NOTED.
- ⊙ SET SET NAIL AND TAG STAMPED 7.5. 8207' FLUSH IN CONCRETE.
- Ⓢ INDICATES EASEMENT DATA NOTE
- (R) INDICATES RADIAL BEARING
- S.B.C.F.D. INDICATES SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
- T.Y.V.D.E. INDICATES TOWN OF YUCCA VALLEY DRAINAGE EASEMENT
- O.R. INDICATES OFFICIAL RECORDS
- (- 381) INDICATES RECORD DATA PER PM NO. 23, P.M.B 1/14
- (- 382) INDICATES RECORD DATA PER CALTRANS MONUMENTATION MAP 441073 & 441073
- (- 383) INDICATES RECORD DATA PER PARCEL MAP 0183 P.M.B 80/57-62
- (- 384) INDICATES RECORD DATA PER RECORD OF SURVEY 91/33
- M&R INDICATES MEASUREMENT

EASEMENT DATA

- ① AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES IN FAVOR OF THE TOWN OF YUCCA VALLEY PER DOCUMENT RECORDED JUNE 8, 1982 AS INSTRUMENT NO. 82-239844, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR BEARINGS SHOWN HEREON IS THE SOUTH LINE OF PARCEL 2 OF PARCEL MAP NO. 23 PER P.M.B 1/14, BEING N89°30'18"E.

CURVE	DELTA	RADIUS	LENGTH
C1	00°40'33"	74.33.00'	87.68'
C2	01°36'23"	74.33.00'	208.40'
C3	00°42'07"	74.33.00'	90.88'
C4	108°45'57"	35.00'	66.44'
C5	78°42'23"	70.00'	96.16'
C6	23°33'23"	50.00'	20.56'
C7	23°33'23"	50.00'	20.56'
C8	78°42'24"	70.00'	96.16'
C9	03°12'24"	7500.00'	419.77'
C10	33°21'48"	70.00'	40.76'


CONDITIONAL USE PERMIT 01-08, TPM 19103, EA 06-08
 January 6, 2009 Planning Commission Meeting

FINAL CONDITIONS OF APPROVAL
 Conditional Use Permit 01-08, Tentative Parcel Map 19103

1. This approval is for Conditional Use Permit 01-08 and Tentative Parcel Map 19103, an application to allow the construction of a 75,846 square feet of commercial space on a 8.81 acre site, in two phases. Phase I will include the Rite Aid drug store, the Fresh and Easy grocery store, and the western portion of Building B, containing approximately 53,381 square feet. Phase II will include Building A, the restaurant, and the eastern portion of Building B, containing a total of approximately 22,465 square feet. The property is identified as Assessor Parcel Number 595-271-26.
2. The Applicant/owner shall agree to defend at his sole expense any action brought against the Town, its agents, officers, or employees, because of the issuance of such approval, or in the alternative, to relinquish such approval, in compliance with the Town of Yucca Valley Development Code. The Applicant shall reimburse the Town, its agents, officers, or employees for any court costs, and attorney's fees which the Town, its agents, officers or employees may be required by a court to pay as a result of such action. The Town may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve Applicant of his obligations under this condition.
3. This Conditional Use Permit and Tentative Parcel Map shall become null and void if substantially construction has not been completed, or the map has been recorded, respectively, within two (2) years of the Town of Yucca Valley date of approval. Extensions of time may be granted by the Planning Commission and/or Town Council, in conformance with the Town of Yucca Valley Development Code regulations. The Applicant is responsible for the initiation of an extension request.

 Approval date: January 6, 2009
 Expiration date: January 6, 2011
4. The Applicant/owner shall ascertain and comply with requirements of all State, County, Town and local agencies as are applicable to the project area. These include, but are not limited to, Environmental Health Services, Transportation/Flood Control, Fire Department, Building and Safety, State Fire Marshal, Caltrans, High Desert Water District, Airport Land Use Commission, California Regional Water Quality Control Board, the Federal Emergency Management Agency, MDAQMD-Mojave Desert Air Quality Management District, Community Development, Engineering, and all other Town Departments.

Page 1 of 10

Applicant's Initials: 

5. All conditions are continuing conditions. Failure of the Applicant to comply with any or all of said conditions at any time shall result in the revocation of the approval on the property.
6. After final plan check by the Town, original mylars (4 mil) shall be submitted to the Town for signature by the Town Engineer. All original mylars submitted for Town Engineer's signature must contain the design engineer's wet signature and stamp and all other required signatures.
7. The Applicant shall pay all fees charged by the Town as required for processing, plan checking, construction and/or electrical inspection. The fee amounts shall be those which are applicable and in effect at the time the work is undertaken and accomplished. Fees for entitlement prior to construction permits are based on estimated costs for similar projects. Additional fees may be incurred, depending upon the specific project. If additional fees for services are incurred, they must be paid prior to any further processing, consideration, or approval(s).
8. The developer shall reimburse the Town for the Town's costs incurred in monitoring the developer's compliance with the Conditions of Approval including, but not limited to, inspections and review of developer's operations and activities for compliance with all applicable dust and noise operations. This condition of approval is supplemental and in addition to normal building permit and public improvement permits that may be required pursuant to the Yucca Valley Municipal Code.
9. All improvements shall be inspected by the Town's Building and Safety Division, as appropriate. Any work completed without proper inspection may be subject to removal and replacement under proper inspection.
10. Site shall be kept clean at all times. Scrap materials shall be consolidated, and a container must be provided to contain trash that can be carried away by wind during construction.
11. At the time of permit issuance the Applicant shall be responsible for the payment of fees associated with electronic file storage of documents.
12. The Applicant shall pay Development Impact Fees in place at the time of issuance of Building Permits prior to pre-final inspection.
13. A plan identifying all protected plants as well as a Joshua Tree Relocation Plan with any area proposed to be disturbed in accordance with the Town's Native Plant Protection Ordinance shall be submitted for approval prior to issuance of grading permits for the project. A minimum 60 day adoption period before land disturbance in accordance with the grading plan may commence.

14. Prior to the delivery of combustible materials, the following items shall be accepted as complete:
- a) The water system is functional from the source of water past the lots on which permits are being requested (i.e. All services are installed, valves are functional and accessible, etc.); and
 - b) Fire hydrants are accepted by the Fire Marshal and the Department of Public Works.



15. In conjunction with the preparation of improvement plans, the Applicant shall cause to be formed or shall not protest the formation of a maintenance district(s) for landscape, lighting, streets, drainage facilities or other infrastructure as required by the Town. The Applicant shall initiate the maintenance and benefit assessment district(s) formation by submitting a landowner petition and consent form (provided by the Town of Yucca Valley) and deposit necessary fees concurrent with application for street and grading plan review and approval and said maintenance and benefit assessment district(s) shall be established concurrent with the approval of the final map in the case of subdivision of land, or prior to issuance of any certificate of occupancy where there is no subdivision of land.

16. The Applicant shall form a public safety assessment district on the properties subject to Town Council adoption of a fiscal impact model.

17. Utility undergrounding shall be required for all new service and distribution lines that provide direct service to the property being developed; existing service and distribution lines that are located within the boundaries being developed that provide direct service to the property being developed; existing service and distribution lines between the street frontage property line and the centerline of the adjacent streets of the property that provide direct service to the property being developed; existing Service and Distribution lines located along or within 10 feet of the lot lines of the property that provide direct service to the property being developed; or existing service and distribution lines being relocated as a result of a project.

18. All Mitigation Measures included in Environmental Assessment 06-08 are incorporated into these conditions by reference.

19. In conjunction with the submittal of building plans, a final landscaping and irrigation plan shall be submitted for review and approval. All landscaping shall be on an automated landscaping irrigation system.

20. Landscaping shall be maintained in perpetuity. Any dead plant(s) shall be replaced within 30 days.

21. All roof mounted equipment shall be screened from view from all surrounding streets and property.
22. Reciprocal access and parking easements shall be recorded on all lots within the Parcel Map.
23. A cart corral shall be provided for the Rite Aid parking area, and two cart corrals shall be provided for the Fresh and Easy parking area.
24. The inside westbound lane at the Warren Vista project access, parallel to the RiteAid drive through lanes, shall be converted to a left turn lane into the southern parking lot, if approved by a qualified traffic engineer.
25. The striping of Warren Vista shall include a left turn pocket for northbound traffic at the project entry.
26. The architecture of the Rite Aid building shall be modified to be consistent with the architecture of the Rite Aid recently completed in the City of Banning - it shall include stone veneer, arches and contrasting trim, and similar features on all four sides of the structure.
27. All signage shall comply with the Towns Sign Code, Ordinance 156.
28. All the perimeter landscaping, all retaining walls, and all parking areas and driveways shall be completed prior to the issuance of the first certificate of occupancy.
29. Any area which remains un-built shall be stabilized with either a chemical stabilization agent or a desert wildflower mix. These areas shall also be blocked from vehicular access by bollards or similar decorative means. Chain link fencing shall not be permitted.
30. All retaining walls shall be constructed of decorative block, or similar aesthetically pleasing material. The lower southern boundary wall may be colored concrete block. The southerly two thirds of the western wall, along the Wash, may be colored concrete and wrought iron fencing.
31. Dedicate, or show there exists, sufficient right of way for the "proposed State Route 62 realignment section" per Town standards. This standard requires 67 feet of dedication from centerline of the highway to the right of way. Dedicate, or show there exists, sufficient right of way for a Major Collector street on Warren Vista Avenue per Town of Yucca Valley standard 103. Dedicate, or

- show there exists, sufficient right of way for a Rural Local Road per Town Standards on Alta Vista Drive including required knuckles on the street.
32. Construct curb and gutter and sidewalk 30 feet from centerline on Warren Vista Avenue per Town of Yucca Valley Standard Drawing 103 and 220. Any existing pavement on Warren Vista Avenue shall be removed and replaced to centerline.
 33. Construct curb and gutter and sidewalk on State Route 62 per the Town of Yucca Valley "proposed State Route 62 realignment section". Construct a median curb on State Route 62 per Caltrans standards along the project frontage as required by Caltrans in their letter dated February 13, 2008.
 34. Construct curb and gutter 20 feet from centerline per Town of Yucca Valley Standard Drawing No. 101 on Alta Vista Drive as well as any improvements required for the knuckles. Any existing pavement on Alta Vista Drive shall be removed and replaced to centerline.
 35. Relocate the existing traffic signal at the intersection of State Route 62 and Warren Vista Drive to accommodate the widened highway section.
 36. The project proponent shall contribute his/her fair share to improvements at SR62/SR247, prior to the issuance of a Certificate of Occupancy for the first building of the proposed project.
 37. The Fresh and Easy pad elevation is approximately eight feet above the adjacent highway elevation. If possible this pad should be lowered two to three feet.
 38. A note on the grading plan indicates a 100 foot setback from the Flood Control District east right of way may be required. Prior to submittal of a final grading plan approvals for the site plan from San Bernardino County Flood Control District shall be submitted to the Town.
 39. The applicant shall pay their fair share for all improvements related to the West Burnt Mountain wash as approved by future Town Council Policy or by the Town Manager.
 40. Extend the existing box culvert where West Burnt Mountain Wash crosses under SR 62 such that the ultimate street section for SR 62 can be accommodated. Extend the existing box culvert where West Burnt Mountain Wash crosses under SR-62 to the ultimate southerly side of sidewalk.
 41. Install street lights along the project frontage with SR 62 per Town of Yucca Valley Standard Drawing No. 300.

42. Install street lights at the project entrances on Warren Vista Drive per Town of Yucca Valley Standard Drawing No. 302.
43. The applicant shall pay their fair share for the installation of a traffic sign at Warren Vista and Yucca Trail. The amount shall be determined by a fair share analysis completed by the projects engineer and approved by the Town Engineer.
44. During construction, the Contractor shall be responsible to sweep public paved roads adjacent to the project as necessary and as requested by the Town staff to eliminate any site related dirt and debris within the roadways. During his business activities, the Applicant shall keep the public right-of-way adjacent to his property in a clean and sanitary condition.
45. No staging of construction equipment or parking of worker's vehicles shall be allowed within the public right-of-way.
46. Prior to the issuance of a Grading Permit for the onsite paved areas, a Grading Plan prepared by a recognized professional Civil Engineer shall be submitted, and the corresponding fees shall be paid to the Town prior to any grading activity. The final Grading Plan shall be reviewed and approved by the Engineering Division prior to issuance of grading permits. The applicant/owner is responsible for all fees incurred by the Town. Prior to Certificate of Occupancy, the Engineer-of-Record shall survey and certify that the site grading was completed in substantial conformance with the approved Grading Plans.
47. Prior to the issuance of Permits, the Applicant shall comply with the recommendations of a site-specific Geotechnical and Soils Report which shall be reviewed and subject to Town approval. The report shall include recommendations for any onsite and offsite grading, foundations, compaction, structures, drainage, and existence of fault zones. It shall include recommendations for retention basins, slope stability and erosion control.
48. All recommended approved measures identified in the Soils Report shall be incorporated into the project design.
49. Developer shall comply with NPDES requirements as applicable. The Applicant shall install devices on his property to keep erodible material, rocks, and gravel on the site. To eliminate any site related dirt and debris within the roadways, the Applicant shall be responsible to sweep public paved roads adjacent to the project as necessary and as requested by the Town Staff.
50. The development of the property shall be in conformance with FEMA and the Town's Floodplain Management Ordinance requirements. Adequate provision shall

be made to intercept and conduct the existing tributary drainage flows around or through the site in a manner that will not adversely affect adjacent or downstream properties at the time the site is developed.

51. A retention basin and/or underground storage system shall be constructed and functional prior to the issuance of certificate of occupancy for the any lot within the project. The applicant shall provide on-site retention for the incrementally larger flows caused by development of the site.

A drainage report, prepared by a registered Civil Engineer, shall be prepared to determine the flows exiting the site under current undeveloped conditions compared to the incrementally larger flows due to the development of the site. The retention basin size will be determined, per County of San Bernardino Flood Control methodology such that the post development 100 year peak flow exiting the site shall be 10% less than the current 25 year peak flow from the site.

Basin(s) shall be designed to fully dissipate storm waters within a 72 hour period.

A pre-filtration system shall be installed for all drain lines connected to an underground storage system to collect sediment and hydrocarbon material prior to discharge into the underground system.

The inlets into the existing San Bernardino County Flood Control District facility to the west of the site shall be submitted to the County for approval.

52. Any grading or drainage onto private off-site or adjacent property shall require a written permission to grade and/or a permission to drain letter from the affected property owner.
53. No on-site or off-site work shall commence without obtaining the appropriate permits for the work involved from the Town. The approved permits shall be readily available on the job-site for inspection by the Town personnel.
54. All grading activities shall minimize dust through compliance with AQMD Rule 403.
55. Prior to issuance of a grading permit, a Fugitive Dust and Erosion Control Plan shall be submitted and approved by the Building Official.
56. A Notice of Intent to comply with Statewide General Construction Stormwater Permit (Water Quality Order 99-08-DWQ as modified December 2, 2002) is required for the proposed development via the California Regional Water Quality Control Board (phone no. 760-346-7491). A copy of the executed letter issuing a Waste Discharge Identification number shall be provided to the Town prior to issuance of a grading permit.

57. Prior to any work being performed in the public right-of-way, fees shall be paid and an encroachment permit shall be obtained from the Town. The Applicant shall apply for an encroachment permit from the Town for utility trenching, utility connection, or any other encroachment onto public right-of-way. The Applicant shall be responsible for the associated costs and arrangements with each public utility.
58. All existing street and property monuments within or abutting this project site shall be preserved consistent with AB 1414. If during construction of onsite or offsite improvements monuments are damaged or destroyed, the Applicant/ Developer shall retain a qualified licensed land surveyor or civil Engineer to reset those monuments per Town Standards and file the necessary information with the County Surveyor's office as required by law (AB 1414).
59. All improvement plans shall be designed by a Registered Civil Engineer.
60. Any and all graffiti shall be removed within twenty-four (24) hours of discovery or notification by the Town.
61. All refuse shall be removed from the premises in conformance with Yucca Valley Town Code 33.083.
62. Handicapped site access improvements shall be in conformance with the requirement of Title 24 of the California Building Code.


PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY

63. The Applicant shall restore any pavement cuts required for installation or extension of utilities for his project within the public right-of-way. In all cases where cuts are allowed, the Applicant is required to patch the cuts to Town standards and the approval of the Town Engineer. The patching shall include a grinding of the pavement to a width 4 feet beyond the edge of the trench on each side, or as determined by the Town Engineer, and replacement with a full-depth asphalt concrete recommended by the Soils Engineer.
64. Prior to the issuance of a certificate of occupancy street plans prepared by a recognized professional Civil Engineer shall be submitted, and the corresponding fees shall be paid to the Town. The final street plans shall be reviewed and approved by the Engineering Division. The applicant/owner is responsible for all fees incurred by the Town. Prior to Certificate of Occupancy, the Engineer-of-Record shall survey and certify that the site grading was completed in substantial conformance with the approved Grading Plans.

65. Street improvements shall be completed prior to issuance of a certificate of occupancy.
66. The retention basin and/or underground storage system shall be constructed and functional prior to the issuance of certificate of occupancy for the project.
67. The traffic signal at the intersection of SR 62 and Warren Vista Drive shall be relocated prior to the issuance of the first certificate of occupancy.
68. The Applicant shall submit written proof to the Building Official that the Applicant has complied with all conditions of approval or comments, as required, from the High Desert Water District, and Colorado Regional Water Quality Control Board. Applicant shall comply with applicable requirements of NPDES (Non-Point Pollution Discharge Elimination System).
69. The Applicant shall construct the replacement of any identified damaged curb and gutter, sidewalk, drive approach, asphalt concrete pavement, meter boxes, and other infrastructure that may be required by the Town Engineer or another Agency.
70. The Applicant shall install all water and sewer systems required to serve the project. The location of the proposed septic system(s) shall be shown on the project grading plan(s).
71. Prior to the issuance of a Certificate of Occupancy all improvements shall be constructed, final inspection performed, punch-list items completed, and all installations approved by the appropriate agency.
72. All existing street and property monuments within or abutting this project site shall be preserved consistent with AB 1414. If during construction of onsite or offsite improvements monuments are damaged or destroyed, the Applicant/ Developer shall retain a qualified licensed land surveyor or civil Engineer to reset those monuments per Town Standards and file the necessary information with the County Recorder's office as required by law (AB 1414).
73. The Developer and his Contractor(s) shall observe the construction of this project to make certain that no damage or potential for damage occurs to adjacent roadway, existing improvements, adjacent property and other infrastructure. The Developer shall be responsible for the repair of any damage occurring to offsite infrastructure and/or property damage as determined by the Town Engineer. The Developer shall repair any such damage prior to certificate of occupancy. If the damage is such that it is not repairable within a reasonable amount of time as determined by the Town Engineer, the Developer may petition the Town Engineer for additional conditions that may allow him the time, amount of surety and other requirements to repair the damage.

- 74. The Developer and his Contractor(s) shall be responsible for all improvements that he has constructed within the public right-of-way as required by the conditions of approval. The improvements shall be constructed to the standards and requirements as determined and approved by the Town Engineer. Any improvements not considered to be to the required standards shall be replaced by the Developer. The Developer shall be required to maintain and repair those improvements prior to and after acceptance by the Town Council for the length of time required by the applicable conditions, standards and ordinances.
- 75. The septic system shall be maintained so as not to create a public nuisance and shall be serviced by a DEHS permitted pumper. Soil testing for the subsurface disposal system shall meet the requirements of the Department of Environmental Health Services. Applicant shall submit a minimum of three (3) copies of percolation reports for the project site and an appropriate fee to DEHS for review and approval, a copy of the cover sheet with an approval stamp to Building and Safety Division at the time of building permit application, and two (2) copies of the approved percolation report to the Building and Safety Division at the time of construction plan check. The location of the septic system shall be shown on the project grading plans.
- 76. All exterior lighting shall comply with the Outdoor Lighting Ordinance and shall be illustrated on all construction plans.
- 77. The applicant shall pay in-lieu fees for the project's fair share costs of the Bike Lane within Warren Vista.

I HEREBY CERTIFY THAT THE APPROVED CONDITIONS OF APPROVAL WILL BE SATISFIED PRIOR TO OR AT THE TIMEFRAMES SPECIFIED AS SHOWN ABOVE. I UNDERSTAND THAT FAILURE TO SATISFY ANY ONE OF THESE CONDITIONS WILL PROHIBIT THE ISSUANCE OF ANY PERMIT OR ANY FINAL MAP APPROVAL.

Applicant's Signature  Date 2-10-09

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jim Schooler, Community Services Director
Date: September 15, 2011
For Council Meeting: September 20, 2011

Subject: 2011-12 Youth Commission appointments

Prior Council Review: Annual

Recommendation: Move to appoint the applicants recommended by the Parks, Recreation and Cultural Commission to the 2011-12 Youth Commission, and authorize the Parks, Recreation & Cultural Commission to review future applications and make subsequent appointments on behalf of the Council.

Summary: The Town Council has established the Youth Commission to be appointed annually to communicate with local government in matters pertaining to the youth of the community. The Council has appointed the Parks, Recreation and Cultural Commission (PRCC) to oversee the activities of the Youth Commission.

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 Yucca Valley Youth Commission was established in 1995. The commission consists of young people in grades 7 through 12 who attend school in Yucca Valley. The role of the Youth Commission is to serve in an advisory capacity and to make recommendations on matters pertaining to the youth of the community.

With an increasing number of Youth Commission applicants each year, the Council took action in April, 2010 to limit the size of future Youth Commissions to 20 members, and directed staff to work with the Parks, Recreation and Cultural Commission to revise the application process. The intent of the selection process is to provide a positive experience for as many interested youth as is reasonable, to seek a balanced representation of schools and grade levels, and to ensure a fair opportunity for each applicant to be appointed.

Reviewed By:


Town Manager


Town Attorney


Mgmt Services

JAS
Dept Head

Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

As the Council-appointed overseers of the Youth Commission activities, the Parks, Recreation and Cultural Commission (PRCC) is charged with reviewing the Youth Commission applicant information and making a recommendation to the Town Council for appointment.

To date, staff has received 10 applications from candidates seeking appointment to the 2011-12 Youth Commission:

Hannah Bogue	10 th grade	Joshua Springs Christian School
Velda Denison	12 th grade	Yucca Valley High School
Anna Goddard	12 th grade	Yucca Valley High School
Connor Hendry	8 th grade	Joshua Springs Academy
Kalie Hendry	12 th grade	Joshua Springs Academy
Cassidy Hyso	12 th grade	Yucca Valley High School
Ian Lafferty	10 th grade	Yucca Valley High School
Nicholas Lombardo	11 th grade	Joshua Springs Christian School
Kiarra Mora	11 th grade	Yucca Valley High School
Blake Rowe	7 th grade	Joshua Springs Christian School

The PRCC review of the applications and supplementary materials took place at the September 13th Commission meeting. Following this review and interviews with the applicants present, the PRCC voted to recommend the appointment of the applicants listed above. The new Youth Commission will meet regularly from October 3, 2011 through June 4, 2012.

Attachments: None

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council
From: Duane H. Gasaway, Consulting Project Manager
Date: September 14, 2011
For Council Meeting: September 20, 2011

Subject: Award of Contract for EECBG Library HVAC and Lighting Replacement
EECBG Project Grant No. 09-029
Town Project No. 8954

Prior Council Review: On August 3, 2010, the Town Council adopted a resolution authorizing application for and acceptance of Town Participation in the California Energy Efficiency and Conservation Block Grant Program (EECBG) in the amount to \$115,549. On September 9, 2009, the Town Council authorized application for grant funding under the EECBG program. On December 15, 2009, the Town Council authorized application for and acceptance of a low interest loan from the California Energy Commission to supplement and implement the EECBG energy efficiency measures. On June 7, 2011, the Town Council authorized the advertisement of bids for construction of the energy efficiency measures.

Recommendation: That the Town Council finds the bid submitted by Masterbuilt Construction Corporation Inc., to be non-responsive to the Call For Bids and Addenda thereto; and awards a contract for construction services, subject to California Energy Commission (CEC) approval to Joe Putrino General Contractor in the amount of \$94,079 for the Base Bid of the Library HVAC and \$44,238 for the Lighting Replacement Alternate Bid B, for a total contract award of \$138,317; establishes a \$13,000 contingency and \$4,000 administration expenditures, and 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.


Executive Summary: On August 3, 2010, the Town Council adopted a resolution authorizing application for and acceptance of Town Participation in the California Energy Efficiency and Conservation Block Grant Program (EECBG) in the amount to \$115,549. On September 9, 2009, the Town Council authorized application for grant funding under the EECBG program. On December 15, 2009, the Town Council authorized application for and acceptance of a low interest loan from the California Energy Commission to supplement and implement the EECBG energy efficiency measures.

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

Reviewed By:


Town Manager


Town Attorney


Mgmt Services

SRS
Dept Head

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
p. 29 Receive and File

Public Hearing
 Study Session

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

Discussion: The bid documents identified the following base bid and bid alternatives.

Base Bid: Library Building HVAC: Replacement of various mechanical equipment and components in the existing heating, ventilating, and air-conditioning (HVAC) system serving the library building, including replacement of one forty (40) ton air cooled direct expansion (DX) condensing unit located in and on-grade equipment well, replacement of one forty (40) ton DX cooling coil in an existing air handler which is to remain, and replacement of refrigerant lines between condensing unit and cooling coil, and replacement of refrigerant lines between the condensing unit and coil, related electrical, plumbing, and general construction work including new seismic anchorages for the condensing unit, and including all appurtenant work, labor, equipment and materials.

Alternate Bid A: Community Center Building HVAC: Replacement of various mechanical equipment and components and the addition of an airside economizer system (consisting of a return/exhaust fan, new exhaust air ductwork and exterior wall louver, control dampers, ductwork revisions, and controls) in the existing heating, ventilating, and air-conditioning (HVAC) system serving the community center building including replacement of one sixty (60) ton air cooled direct expansion (DX) condensing unit located in an on-grade equipment well; and replacement of one sixty (60) ton DX cooling coil in an existing air handler which is to remain; and replacement of refrigerant lines between the condensing unit and coil, related electrical, plumbing, and general construction work including new seismic anchorages for the condensing unit, and including all appurtenant work, labor, equipment and materials

Alternate Bid B: Lighting Replacement: The removal and replacement of lighting fixtures and lamps within the Town of Yucca Valley Community Development Department, Shop Building, Museum, Community Center, Town Hall, and Senior Center in accordance with the lighting and fixture replacement list in the Bid Document.

Non-Responsive Bid

Initially the Community Center HVAC was described as the Base Bid. Subsequent to the initial advertisement of the project, staff determined that the Library HVAC was most in need of replacement and its upgrading more critical to Town needs. The staff issued an addendum to the advertisement directing that the Library HVAC was the base bid and that bidders should use the replacement pages provided with the Addendum for submission of their bid. While Joe Putrino General Contractor and Gamma Builders used the replacement pages as instructed, Masterbuilt Construction failed to use the replacement pages and thus

submitted a base bid for the Community Center HVAC instead of for the Library HVAC. This oversight rendered the Masterbuilt bid non-responsive to requirements issued in the bid addendum. This error constitutes a defect in the bid that may have affected the amount of the bid or may have given Masterbuilt Construction Corporation, Inc., an advantage or benefit not allowed other bidders.

The Town received seven responses to its advertisement for sealed bids as follow:

- | | |
|---|--|
| 1. Joe Putrino General Contractor | \$94,079 |
| 2. Masterbuilt Construction Corporation, Inc. | \$89,825 (staff recommended finding of non-responsive) |
| 3. Gamma Builders, Inc. | \$253,200 |

Alternatives: No alternative action is recommended.

Fiscal impact: Town funding for the project consists of an EECBG Grant in the amount of \$115,549 and a \$65,000 low interest loan (3.0%) from the California Energy Commission.

With input from California Energy Commission, staff recommends the funding be applied as follows:

Total Project Costs		
	EECBG Grant	\$115,549
	CA Energy Commission Loan	<u>65,000</u>
	Project Budget	\$180,549
Library HVAC Construction Bid Price	\$94,079	
Lighting Replacement Bid Price	43,238	
Contingency	13,000	
Administration	<u>4,000</u>	
	Total Project Costs =	<u>\$154,317</u>
	Balance of Project Funds	<u>(26,232)</u>
		<u><u>\$26,232</u></u>

The balance of grant funds in the amount of \$26,232 may be allocated to additional lighting replacement consistent with that authorized by the grant

- Attachments:** Bid Schedule
 Copies of bids
 EECBG-Addendum No. 2

TOWN OF YUCCA VALLEY
 BID OPENING LOG SHEET

BID OPENING DATE: August 16, 2011, 3:00 p.m.

PROJECT DESCRIPTION: Community Center & Library HVAC

Amount @ site

BIDDER:

	BID AMOUNT	BID BOND
1. <u>Masterbuilt Const. Corp.</u>	<u>89,825</u>	<u>0%</u>
2. <u>James S. Suddow Co.</u>	<u>153,700.00</u>	<u>10%</u>
3. <u>Joe Puterbaugh</u>	<u>94,097.00</u>	<u>10%</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

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

Signed: _____
 Dated: 08/16/2011

F:\USERS\H\MARSH\DATA\WP\DATA\Town Clerk\Bids\bid opening.doc
 October 12, 2000

TOWN OF YUCCA VALLEY

ADDENDUM NO. 2

To Contract Documents and Specifications Dated July 15, 2011

**TOWN OF YUCCA VALLEY
COMMUNITY CENTER AND LIBRARY HVAC SYSTEM
COMPONENT REPLACEMENT AND UPGRADE AND LIGHTING
REPLACEMENT PROJECT, EECBG PROJECT NO. CBG-09-029**

Date Issued: August 10, 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.

The Base Bid and Alternate Bid No. 1 on pages 4-4 and 4-5 of the bid forms have been changed:

1. The Base Bid has been changed to become Mobilization and Library Building.
2. The Community Center Building has been changed to become Alternate Bid No. 1
3. Replacement pages 4-4 and 4-5 are attached for your use.

END OF ADDENDUM NO. 2

2. **BID SCHEDULE**

To the Honorable Mayor and Town Council of the Town of Yucca Valley:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment, and supplies for the above-mentioned project in accordance with the Specifications and Drawings which are on file in the office of the Town Engineer of the Town of Yucca Valley at the following prices:

BASE BID

The Base Bid consists of Item No. 1 Mobilization and Item No. 2 Library Building. The amount of \$5,000 for Mobilization is pre-determined by the Town and is fixed.

1. Mobilization: Mobilization including bonds, insurance, water, clean-up, submittal of proposed patio structure with structural calculations and demobilization and all appurtenant work, complete at the predetermined lump sum price of

Item No. 1 Bid Amount \$5,000

2. Library Building: Replacement of various mechanical equipment and components in the existing heating, ventilating, and air-conditioning (HVAC) system serving the library building including replacement of one forty (40) ton air cooled direct expansion (DX) condensing unit located in and on-grade equipment well, replacement of one forty (40) ton DX cooling coil in an existing air handler which is to remain, and replacement of refrigerant lines between condensing unit and cooling coil, and replacement of refrigerant lines between the condensing unit and coil, related electrical, plumbing, and general construction work including new seismic anchorages for the condensing unit, and including all appurtenant work, labor, equipment and materials for the lump sum price of

Item No. 2 Bid Amount \$ _____

Total Base Bid Amount (Item 1 + Item 2 above) \$ _____

Total Base Bid Amount Expressed in Words: _____

ALTERNATE NO. 1: Community Center Building: Replacement of various mechanical equipment and components and the addition of an airside economizer system (consisting of a return/exhaust fan, new exhaust air ductwork and exterior wall louver, control dampers, ductwork revisions, and controls) in the existing heating, ventilating, and air-conditioning (HVAC) system serving the community center building including replacement of one sixty (60) ton air cooled direct expansion (DX) condensing unit located in an on-grade equipment well; and replacement of one sixty (60) ton DX cooling coil in an existing air handler which is to remain; and replacement of refrigerant lines between the condensing unit and coil, related electrical, plumbing, and general construction work including new seismic anchorages for the condensing unit, and including all appurtenant work complete and in place at the lump sum price of

Total Bid Amount for Alternate No. 1 \$ _____

Total Bid Amount for Alternate No. 1 Expressed in Words:

ALTERNATE NO. 2 Lighting Replacement: The removal and replacement of lighting fixtures and lamps within the Town of Yucca Valley Community Development Department, Shop Building, Museum, Community Center, Town Hall, and Senior Center in accordance with the lighting and fixture replacement list in the Bid Document including all appurtenant work, labor, equipment and materials for the lump sum of

Total Bid Amount for Alternate No. 2 \$ _____

Total Bid Amount for Alternate No. 2 Expressed in Words:

Bidder acknowledges receipt of the following Addendum:

Addendum No. _____

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 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. 636747 Class A & B, which expires on 1-31-12.

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.

Joe Putrino owner

Legal Business Name JOE PUTRINO GENERAL CONTRACTOR

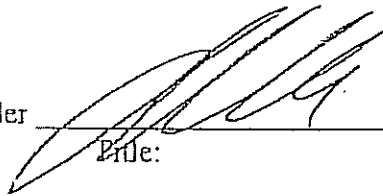
Address: 56940 Pauchita ROAD, Yucca Valley, Ca. 92284

Phone Number: 760-228-2239 Fax Number: 760-228-0207

I, Joe Putrino General Contractor (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

Joe Putrino owner

Title:

2. **BID SCHEDULE**

To the Honorable Mayor and Town Council of the Town of Yucca Valley:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment, and supplies for the above-mentioned project in accordance with the Specifications and Drawings which are on file in the office of the Town Engineer of the Town of Yucca Valley at the following prices:

BASE BID

The Base Bid consists of Item No. 1 Mobilization and Item No. 2 Library Building. The amount of \$5,000 for Mobilization is pre-determined by the Town and is fixed.

1. Mobilization: Mobilization including bonds, insurance, water, clean-up, submittal of proposed patio structure with structural calculations and demobilization and all appurtenant work, complete at the predetermined lump sum price of

Item No. 1 Bid Amount \$5,000

2. Library Building: Replacement of various mechanical equipment and components in the existing heating, ventilating, and air-conditioning (HVAC) system serving the library building including replacement of one forty (40) ton air cooled direct expansion (DX) condensing unit located in and on-grade equipment well, replacement of one forty (40) ton DX cooling coil in an existing air handler which is to remain, and replacement of refrigerant lines between condensing unit and cooling coil, and replacement of refrigerant lines between the condensing unit and coil, related electrical, plumbing, and general construction work including new seismic anchorages for the condensing unit, and including all appurtenant work, labor, equipment and materials for the lump sum price of

Item No. 2 Bid Amount \$ 89,097.00

Total Base Bid Amount (Item 1 + Item 2 above) \$ 94,097.00

Total Base Bid Amount Expressed in Words: _____

NINETY FOUR THOUSAND, NINETY SEVEN DOLLARS AND $\frac{00}{100}$

ALTERNATE NO. 1: Community Center Building: Replacement of various mechanical equipment and components and the addition of an airside economizer system (consisting of a return/exhaust fan, new exhaust air ductwork and exterior wall louver, control dampers, ductwork revisions, and controls) in the existing heating, ventilating, and air-conditioning (HVAC) system serving the community center building including replacement of one sixty (60) ton air cooled direct expansion (DX) condensing unit located in an on-grade equipment well; and replacement of one sixty (60) ton DX cooling coil in an existing air handler which is to remain; and replacement of refrigerant lines between the condensing unit and coil, related electrical, plumbing, and general construction work including new seismic anchorages for the condensing unit, and including all appurtenant work complete and in place at the lump sum price of

Total Bid Amount for Alternate No. 1 \$ 113,136.00

Total Bid Amount for Alternate No. 1 Expressed in Words:

ONE HUNDRED THIRTEEN THOUSAND, ONE
HUNDRED THIRTY SIX DOLLARS AND $\frac{00}{100}$

ALTERNATE NO. 2 Lighting Replacement: The removal and replacement of lighting fixtures and lamps within the Town of Yucca Valley Community Development Department, Shop Building, Museum, Community Center, Town Hall, and Senior Center in accordance with the lighting and fixture replacement list in the Bid Document including all appurtenant work, labor, equipment and materials for the lump sum of

Total Bid Amount for Alternate No. 2 \$ 43,230.00

Total Bid Amount for Alternate No. 2 Expressed in Words:

Forty Three Thousand, Two Hundred
THIRTY EIGHT DOLLARS AND $\frac{00}{100}$

Bidder acknowledges receipt of the following Addendum:

Addendum No. _____ Date: _____

Addendum No. #1

Date: 7-19-11

Addendum No. #2

Date: 8-10-11

Addendum No. _____

Date: _____

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: Joe Putrino General Contractor

Dated: 8-15-11

Name of Bidder: Joe Putrino General Contractor

Phone: 760-228-2239

Signature of Bidder: 

Fax: 760-228-0207

Please indicate whether proprietorship, corporation, or partnership and any use of fictitious business name:

Corporation Partnership Proprietorship

Fictitious Business Name _____

4. INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) Address: 56840 Pauchita Pkwy, Yucca Valley, Ca. 92284

2.) Telephone: 760-228-2239 Fax: 760-228-0207

3.) Type of firm - Individual, Partnership, or Corporation: INDIVIDUAL

4.) Corporation organized under the laws of the State of: _____

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. _____

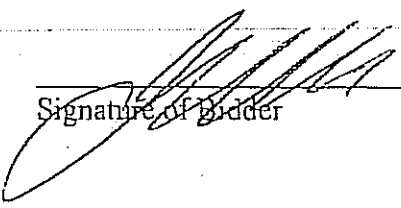
d. _____

6.) List the name of the person who inspected the site of the proposed work for your firm:

Joe PATRINO

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>Bank of America</u>	<u>57155 29 Palms Hwy.</u>
b. _____	<u>Yucca Valley, Ca. 92284</u>


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

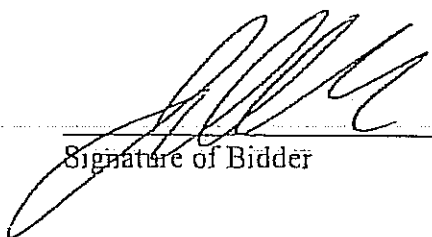
The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) The bidder has 26 years of experience as a contractor in construction work and has been engaged in the contracting business under State License No. 636747.

Class A & B for a period of 20 years.

2.) The bidder's three most recently completed contracts are:

	<u>1</u>	<u>2</u>	<u>3</u>
Title of Project:	CORPORATE YARD H.V.A.C. & ELECTRICAL	SIXTH STREET ELECTRICAL IMPROVEMENTS	HI-DESERT PLAYHOUSE RENOVATION
Owner:	CITY OF COACHELLA	CITY OF COACHELLA	COUNTY OF SAN BERNARDINO
Address:	1515 6TH ST. COACHELLA, CA. 92236	1515 6TH ST. COACHELLA, CA 92236	387 N. ARROWHEAD AVE. SAN BERNARDINO, CA. 92415
Telephone Number:	760-501-8130	760-501-8130	909-387-5000
Contact Person:	GORDON FISHER	GORDON FISHER	ARLIE LAMMINGS
Date Completed:	6-30-11	8-5-11	3-30-10


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>H.V.A.C.</u>	<u>Hi-Desent Air, INC</u> <u>56460 29 Palm Hwy.</u> <u>Yucca Valley, Ca. 92284</u>	<u>690859</u> <u>C-20</u>
2. <u>ELECTRICAL</u>	<u>C.S. ELECTRIC</u> <u>7379 HOPE TRAIL</u> <u>Yucca Valley, Ca.</u> <u>92284</u>	<u>3-9-08-6</u> <u>C-10</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>H.V.A.C.</u>	<u>York / Model</u>	<u>Hi-Desert Air, Inc.</u>
2. <u>UNITS</u>	<u>YCAL</u>	
3. _____	_____	_____
4. <u>ELECTRICAL</u>	<u>VARIOUS</u>	<u>CIS ELECTRIC</u>
5. <u>MATERIALS</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

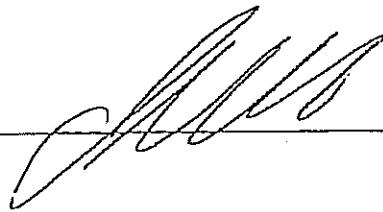
	Number of Contracts	Total Amount of Contracts (thousands of dollars)	Number of fatalities	Number of lost work days	Number of lost workday cases involving permanent transfer to another job or termination of employee
Current Year thus far	7	425,000.00	0	0	0
2009	15	660,000.00	0	0	0
2008	12	610,000.00	0	0	0
2007	16	715,000.00	6	0	0
2006	18	800,000.00	0	0	0
2005	16	655,000.00	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.

Joe Putrino General Contractor

Name of Bidder

Signature



56940 Parachute Road

Address

636747

State Contractor's Lic. No.

Yucca Valley, Ca. 92284

Town

State

Zip Code

760-228-2239

Telephone No.

760-228-0207

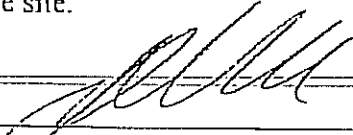
FAX No.

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: Joe Putnam owner

Name of Organization: Joe Putnam General Contractor

10. NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of San Bernardino) ss

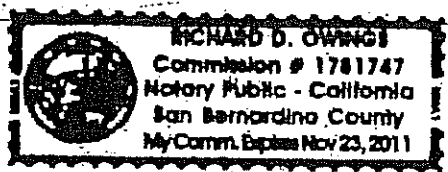
Joe Putrino, being first duly sworn, deposes and says that he or she is owner, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive 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 16th day of August, 20 11.

Richard D. Owings
Notary Public

By: [Signature]
Joe Putrino owner
Title

Date: 8-15-11



11. CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

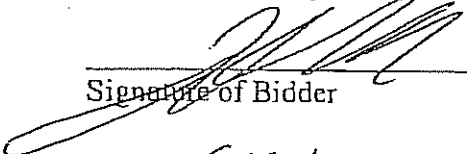
I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. The pertinent requirements and wage rates are on file at the office of the Town Engineer, 58928 Business Center Drive, Yucca Valley, California, 92284.

Joe Putrino General Contractor
Name of Company

56940 Pauchita Road
Address

Yucca Valley, Ca. 92284
City, State, and Zip Code

Joe Putrino owner
Name of Bidder (printed)


Signature of Bidder

8-15-11
Date

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

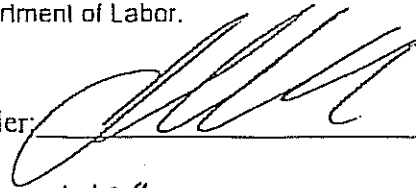
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Joe Putrino General Contracting, proposed subcontractor ci's electric / Hi-Desert AIA, hereby certifies that he has has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the ~~equal opportunity clause~~ ~~Contracts and subcontracts which are exempt from the equal~~ opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Signature of bidder:  Joe PUTRINO
Title: owner
Name of Organization: Joe Putrino General Contracting

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Signature of bidder:  _____

Title: Joe Putnam owner

Name of Organization: Joe Putnam General Contractor

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p> <p>8. Federal Action Number, if known:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p> <p>9. Award Amount, if known:</p>	
<p style="font-size: 2em; color: blue;"><i>None</i></p>		
<p>10. a. Name and Address of Lobby Entity (if individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>	<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: 

Print Name: Joe Putaino

Title: OWNER

Telephone No.: 760-726-7739

Date: 8-15-11

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

3. BIDDER'S BOND

TOWN OF YUCCA VALLEY, STATE OF CALIFORNIA

KNOWN ALL PERSONS BY THESE PRESENTS:

That we, JOE PUTRINO GENERAL CONTRACTOR as Principal, and NORTH AMERICAN SPECIALTY 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 GREATER 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 JOE PUTRINO GENERAL CONTRACTOR to the Town of Yucca Valley dated AUGUST 16, 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-bounded 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 8TH day of AUGUST, 20 11.

JOE PUTRINO GENERAL CONTRACTOR

Principal

By [Signature]
Title: JOE PUTRINO, OWNER

"corporate seal"

By OWNCA
Title:

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

"corporate seal"

Surety

By [Signature]
Attorney-in-Fact, MARK D. IATAROLA

PLEASE ATTACH NOTARY ACKNOWLEDGMENT

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MARK D. IATAROLA,
MATTHEW C. GAYNOR and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

~~FURTHER RESOLVED, that the signature of such officers and the seal of the Company 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 or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."~~



By [Signature]
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



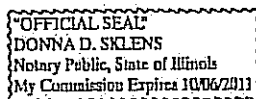
By [Signature]
David M. Layman, Senior Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of September, 2010.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 22nd day of September, 2010, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8TH day of AUGUST, 2011.

[Signature]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

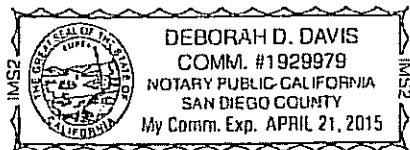
State of California)

County of SAN DIEGO)

On 08/08/2011 before me, DEBORAH D. DAVIS, NOTARY PUBLIC

personally appeared MARK D. IATAROLA

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 of Notary

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- Individual, Corporate Officer(s)

- Partner(s), Limited, General, Attorney-in-Fact, Trustee(s), Guardian/Conservator, Other

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

OPTIONAL SECTION

Title or type of document, Number of pages, Date of document, Signer(s) other than named above

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

MASTER BUILT CONSTRUCTION CORP.

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. 898722 Class B, C10, C20 which expires on 6/30/2013.

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.

MASTERBUILT CONSTRUCTION CORPORATION
MEHDI AHMADI PRESIDENT
BAHRAM MAJESHI SECRETARY

Legal Business Name MASTERBUILT CONSTRUCTION CORP

Address: 6912 OWENSMOUTH #100 CANOGA PARK CA 91303

Phone Number: 818-903-9178 Fax Number: 818-313-9997

I, MEHDI AHMADI (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 Mehdi Ahmadi "corporate seal"
Title: _____ (if available)

Signature of bidder Bahram Majeshi
Title: Vice President

Contractor Name: Masterbuilt Construction

2. **BID SCHEDULE**

To the Honorable Mayor and Town Council of the Town of Yucca Valley:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment, and supplies for the above-mentioned project in accordance with the Specifications and Drawings which are on file in the office of the Town Engineer of the Town of Yucca Valley at the following prices:

BASE BID

The Base Bid consists of Item No. 1 Mobilization and Item No. 2 Community Center Building. The amount of \$5,000 for Mobilization is pre-determined by the Town and is fixed.

1. Mobilization: Mobilization including bonds, insurance, water, clean-up, submittal of proposed patio structure with structural calculations and demobilization and all appurtenant work, complete at the predetermined lump sum price of

Item No. 1 Bid Amount \$5,000

2. Community Center Building: Replacement of various mechanical equipment and components and the addition of an airside economizer system (consisting of a return/exhaust fan, new exhaust air ductwork and exterior wall louver, control dampers, ductwork revisions, and controls) in the existing heating, ventilating, and air-conditioning (HVAC) system serving the community center building including replacement of one sixty (60) ton air cooled direct expansion (DX) condensing unit located in an on-grade equipment well; and replacement of one sixty (60) ton DX cooling coil in an existing air handler which is to remain; and replacement of refrigerant lines between the condensing unit and coil, related electrical, plumbing, and general construction work including new seismic anchorages for the condensing unit, and including all appurtenant work complete and in place at the lump sum price of

Item No. 2 Bid Amount \$ 84,825.00

Total Base Bid Amount (Item 1 + Item 2 above) \$ 89,825.00

Total Base Bid Amount Expressed in Words: EIGHTY NINE

THOUSAND EIGHT HUNDRED TWENTY FIVE

ALTERNATE NO. 1: Library Building: Replacement of various mechanical equipment and components in the existing heating, ventilating, and air-conditioning (HVAC) system serving the library building including replacement of one forty (40) ton air cooled direct expansion (DX) condensing unit located in and on-grade equipment well, replacement of one forty (40) ton DX cooling coil in an existing air handler which is to remain, and replacement of refrigerant lines between condensing unit and cooling coil, and replacement of refrigerant lines between the condensing unit and coil, related electrical, plumbing, and general construction work including new seismic anchorages for the condensing unit, and including all appurtenant work, labor, equipment and materials for the lump sum price of

Total Bid Amount for Alternate No. 1 \$ 55224.00

Total Bid Amount for Alternate No. 1 Expressed in Words:

~~FIFTY-FIVE THOUSAND TWO HUNDRED~~
TWENTY FOUR DOLLARS

ALTERNATE NO. 2 Lighting Replacement: The removal and replacement of lighting fixtures and lamps within the Town of Yucca Valley Community Development Department, Shop Building, Museum, Community Center, Town Hall, and Senior Center in accordance with the lighting and fixture replacement list in the Bid Document including all appurtenant work, labor, equipment and materials for the lump sum of

Total Bid Amount for Alternate No. 2 \$ 66470.00

Total Bid Amount for Alternate No. 2 Expressed in Words:

SIXTY SIX THOUSAND FOUR
HUNDRED SEVENTY DOLLARS

Bidder acknowledges receipt of the following Addendum:

Addendum No. 1

Date: JULY 19th 2011

Addendum No. 2

Date: AUGUST 10th 2011

Addendum No. _____

Date: _____

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: MASTERBLUET CONSTRUCTION

Dated: 8/12/2011

Name of Bidder: MEHDI AHMADI

Phone: 818-903-9178

Signature of Bidder: *Mehdi Ahmadi*

Fax: 818-313-9997

Please indicate whether proprietorship, corporation, or partnership and any use of fictitious business name:

Corporation Partnership Proprietorship

Fictitious Business Name MASTERBLUET CONSTRUCTION CORP

4. INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) Address: 6912 OWENSMOUTH AVE #100 CANOGA PARK CA 91303

2.) Telephone: 818-903-9178 Fax: 818-313-9997

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. MEHDI AHMADI 5523 FALLBROOK AVE W.H. CA

b. BAHRAM MANESHI 19040 CELTIC ST PORTER RANCH CA

c. _____

d. _____

6.) List the name of the person who inspected the site of the proposed work for your firm:

N/A

7.) Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Name of Bank

Address

a. BANK OF AMERICA 23347 MULLOLLAND DR

b. WOODLAND HILLS CA 91367

Mehdi Ahmadi
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 8 years of experience as a contractor in construction work and has been engaged in the contracting business under State License No. 898722, Class B, C10, C20 for a period of 8 years.

2.) The bidder's three most recently completed contracts are:

	<u>1</u>	<u>2</u>	<u>3</u>
Title of Project:	GARFIELD HS.	STEVENSON M.S.	MALABAR E.S.
Owner:	LAUSD.	LAUSD.	LAUSD.
Address:	5101 EAST 6TH ST LA CA 90022	725 S. INDIANA ST. 90023 LOS ANGELES CA	3200 EAST MALABAR ST LA CA 90023
Telephone Number:	213-272-9378	626-833-0659	213-703-6370
Contact Person:	EUGINE AGUIRRE	LOUIS RAMOS	RANDY CHORPASH
Date Completed:	08/16/2010	09/25/2009	07/15/2009


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.	N/A	N/A	N/A
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. AIR COND EQUIP	CARRIER	SIGLERS
2. ELECTRICAL EQP		CANOGA E/E SUPPLY
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.

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: Mehrdad Akhavan

Title: PRESIDENT

Name of Organization: MASTERBUILT CONSTRUCTION CORP

10. NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of LOS Angeles) ss

Mehdi Ahmadi, being first duly sworn, deposes and says that he or she is Mehdi Ahmadi, 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 15th day of August, 2011.

[Signature]

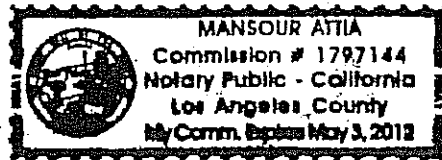
Notary Public

By: Mansour Attia

Notary Public
Title

X [Signature]

Date: 8-15-2011



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.

MASTERBUILT CONSTRUCTION CORP
Name of Company

6912 OWENSMOUTH AVE #100
Address

CANOGA PARK CA 91303
City, State, and Zip Code

MEHDI AHMADI
Name of Bidder (printed)

Mehdi Ahmadi
Signature of Bidder

8/15/11
Date

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder MASTERBUILT CONSTRUCTION CORP proposed subcontractor CONTRACTOR, hereby certifies that he has _____, has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the ~~equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)~~

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Signature of bidder: Mehdi Agha

Title: PRESIDENT

Name of Organization: MASTERBUILT CONSTRUCTION CORP

3. BIDDER'S BOND

TOWN OF YUCCA VALLEY, STATE OF CALIFORNIA

KNOWN ALL PERSONS BY THESE PRESENTS:

That we, Masterbuilt Construction Corp. as Principal, and American Safety Casualty 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 the Total Amount of the Bid in dollars, (10%) 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 Masterbuilt Construction Corp. to the Town of Yucca Valley dated August 16, 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 15th day of August, 20 11.

Masterbuilt Construction Corp.

Principal

By M. Ahmad
Title: PRESIDENT

"corporate seal"

By _____
Title: _____

"corporate seal"

American Safety Casualty Insurance Company
Surety

By Gracie Lopez
Attorney-in-Fact, Gracie Lopez

PLEASE ATTACH NOTARY ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 15, 2011 before me, M. S. Rodriguez, Notary Public

Date

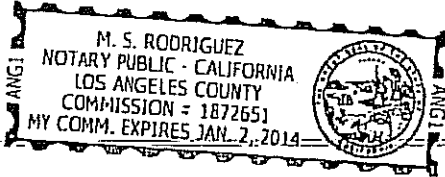
Here Insert Name and Title of the Officer

personally appeared GRACIE LOPEZ

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

M. S. Rodriguez
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: _____

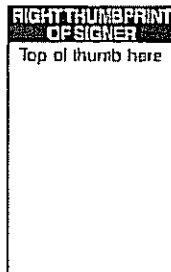
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

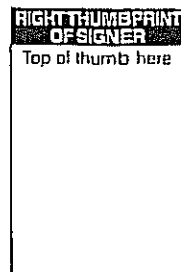
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____



NUMBER
20-SBA1300926

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Gracie Lopez

as true and lawful attorney-in-fact, for and in his name, place and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that a bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of **ONE MILLION DOLLARS (\$1,000,000.00)****

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 the Company of the 6th day of August, 2009.

RESOLVED that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as granted or filled in the instrument evidencing the appointment in such cases, for and in behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when: (i) when signed by the President or any Vice-President, and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER 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, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of August, 2009.

Affect

Ambol Jain



Joseph D. Scallo Jr.

STATE OF GEORGIA
COUNTY OF COBB

On this 6th day of August, 2009, before me personally came Joseph D. Scallo, Jr. to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument that he knows the seal of the said corporation that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY
Notary Public, Hall Co., GA
My Commission Expires Aug. 13, 2012

Jami Bailey, Notary Public

the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 15th day of August, 2011



Ambol Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS. DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

PART III: CONTRACT INFORMATION (Completed for each bid and final bond guarantee)			
<input checked="" type="checkbox"/> Bid Bond	Estimated Contract Amount	# 350,000.00	Bid Date and Time 8/16/2011
<input type="checkbox"/> Final Bond	Contract Amount	Start Date 7/6/11	Completion Date 11/6/11
Project Type <input type="checkbox"/> Construction <input type="checkbox"/> Service <input checked="" type="checkbox"/> Supply <input type="checkbox"/> Other HVAC	Project Location 57090 29 PALMS HWY YUCCA VALLEY CA 92284		
Project Description: PLEASE SEE BELOW	NAICS Code for this project		
Name and Address of Oblige YUCCA VALLEY LIBRARY SOCIAL CLUB 57090 29 PALMS HIGH WAY YUCCA VALLEY CA	# Employees before this project was awarded 2		
Oblige Type: <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Private <input type="checkbox"/> Special District	# Existing Jobs that will be retained because of this project (Same job cannot be reported as new - below) 2		
Is the obligee the California Dept. of Transportation (CalTrans) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	# New Jobs that will be created because of this project (Same job cannot be reported as retained - above) 2		
Applicant Business is <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subcontractor on this project	Is the prime or subcontract funded by the California Dept of Transportation (CalTrans) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Liquidated Damages Dollar Amount: \$250 <input type="checkbox"/> Weekdays <input checked="" type="checkbox"/> Calendar Day	Percentage of work subcontracted: ZERO		
Have you updated SBA Form 994F in the last 3 months? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If not, please update.	Project: Similar to previous work <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Pertains to an 8(a) contract <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Have you started work on the project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, please complete SBA Form 991.			

PART IV: AGREEMENTS, CERTIFICATIONS AND COMMENTS (Completed for Initial Applications and Each Bid and Final Bond Guarantee.)

Agreements: In consideration of assistance from the SBA, I agree to comply with the nondiscrimination requirements of Title 13, Code of Federal Regulations, Part 113 and Executive Order 11246. I agree to pay the applicable contractor fee and submit my check with any application for a final (payment or performance) bond.

Certification: I certify:

- (a) A bid, payment, or performance bond is required by the bid solicitation or the original contract for this project
- (b) Applicant business has attempted and failed to obtain the required bonds without SBA's guarantee.
- (c) Percentage of work that applicant has subcontracted (see Part III) is accurate.
- (d) Applicant is not delinquent on any Federal debt or Federally Guaranteed Debt.
- (e) All information in this application and that relates to this application which has been submitted to SBA, any agent, broker, or surety company, is complete and accurate to the best of my knowledge.
- (f) If Parts I, II and V of this application, and/or "Statement of Personal History" (SBA Form 912) have previously been submitted in connection with an earlier application, I have reviewed that information and certify that it either remains complete and accurate or that I have submitted a revised application Parts I, II or V or revised SBA Form 912 with complete and accurate information to the best of my knowledge.
- (g) I authorize any agent, broker, surety company, or financial institution in possession of credit, financial or work experience information concerning the undersigned applicant and the applicant's business to release the same to SBA, in order that SBA may evaluate the same for the purpose of bond guarantee assistance.

Comments

COMPANY: MASTERBUILT CONSTRUCTION CORP. PROJECT DESCRIPTION:

SPECIAL BOND FORM: NO or YES (PLEASE ATTACH)

I understand that knowingly making a false statement or submitting false information is a violation of Federal law and could result in criminal prosecution or civil penalties under 18 U.S.C. §§ 287, 371, 1001, 15 U.S.C. § 645, or 31 U.S.C. § 3729

Principal's Signature (Applicant)
Barbara Marshall

Title: VICE PRESIDENT Date: 8/12/11 SBG Number:

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. 871110 Class A, B, C-10, C-16 which expires on 01/31/2012.

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.

Yuel Levanon - President Secretary
Charles Stelby Jr. - R.M.E (Electrical)
Dennis Spocs - R.M.E (A- General Engineering)


Legal Business Name Gamma Builders Inc.

Address: 2967 Michelson Drive, suite 6-710, Irvine CA 92612

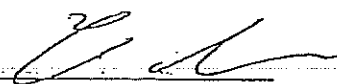
Phone Number: 949 525-8835 Fax Number: 949 271 4612

I, Gamma Builders Inc. (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: President

"corporate seal"
(if available)

Signature of bidder 
Title: Secretary

2. BID SCHEDULE

To the Honorable Mayor and Town Council of the Town of Yucca Valley:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment, and supplies for the above-mentioned project in accordance with the Specifications and Drawings which are on file in the office of the Town Engineer of the Town of Yucca Valley at the following prices:

BASE BID

The Base Bid consists of Item No. 1 Mobilization and Item No. 2 Library Building. The amount of \$5,000 for Mobilization is pre-determined by the Town and is fixed.

1. Mobilization: Mobilization including bonds, insurance, water, clean-up, submittal of proposed patio structure with structural calculations and demobilization and all appurtenant work, complete at the predetermined lump sum price of

Item No. 1 Bid Amount \$5,000

2. Library Building: Replacement of various mechanical equipment and components in the existing heating, ventilating, and air-conditioning (HVAC) system serving the library building including replacement of one forty (40) ton air cooled direct expansion (DX) condensing unit located in and on-grade equipment well, replacement of one forty (40) ton DX cooling coil in an existing air handler which is to remain, and replacement of refrigerant lines between condensing unit and cooling coil, and replacement of refrigerant lines between the condensing unit and coil, related electrical, plumbing, and general construction work including new seismic anchorages for the condensing unit, and including all appurtenant work, labor, equipment and materials for the lump sum price of

Item No. 2 Bid Amount \$148,200

Total Base Bid Amount (Item 1 + Item 2 above) \$153,200.00

Total Base Bid Amount Expressed in Words: One Hundred Fifty-three Thousand Two Hundred Dollars.

ALTERNATE NO. 1: Community Center Building: Replacement of various mechanical equipment and components and the addition of an airside economizer system (consisting of a return/exhaust fan, new exhaust air ductwork and exterior wall louver, control dampers, ductwork revisions, and controls) in the existing heating, ventilating, and air-conditioning (HVAC) system serving the community center building including replacement of one sixty (60) ton air cooled direct expansion (DX) condensing unit located in an on-grade equipment well; and replacement of one sixty (60) ton DX cooling coil in an existing air handler which is to remain; and replacement of refrigerant lines between the condensing unit and coil, related electrical, plumbing, and general construction work including new seismic anchorages for the condensing unit, and including all appurtenant work complete and in place at the lump sum price of

Total Bid Amount for Alternate No. 1 \$ 213,200.00

Total Bid Amount for Alternate No. 1 Expressed in Words:

Two Hundred Thirteen Thousand
Two Hundred Dollars.

ALTERNATE NO. 2 Lighting Replacement: The removal and replacement of lighting fixtures and lamps within the Town of Yucca Valley Community Development Department, Shop Building, Museum, Community Center, Town Hall, and Senior Center in accordance with the lighting and fixture replacement list in the Bid Document including all appurtenant work, labor, equipment and materials for the lump sum of

Total Bid Amount for Alternate No. 2 \$ 44,200.00

Total Bid Amount for Alternate No. 2 Expressed in Words:

Forty-four Thousand Two
Hundred Dollars.

Bidder acknowledges receipt of the following Addendum:

Addendum No. 1 and 2

Date: 7/11/2011
8/10/2011

Addendum No. 1

Date: 7/18/2011

Addendum No. 2

Date: 8/10/2011

Addendum No. _____

Date: _____

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: Gamma Builders, Inc. Dated: 08/16/2011

Name of Bidder: Gamma Builders Inc (Yael Levonin President) Phone: 949 525-8835

Signature of Bidder: [Signature] Fax: 949 271-4655

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, Gamma Builders, Inc. as Principal, and American Safety Casualty 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 (10%) of the 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 Gamma Builders, Inc. to the Town of Yucca Valley dated August 16, 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 8th day of August, 20 11.

Gamma Builders, Inc.
Principal

By [Signature]
Title: President

"corporate seal"

By _____
Title: _____

"corporate seal"

American Safety Casualty Insurance Company
Surety

By [Signature]
Attorney-in-Fact - Ed Hackett

PLEASE ATTACH NOTARY ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 11/19/2011 before me, Sharon L. Tupper, Notary Public
(Here insert name and title of the officer)

personally appeared Ed Hackett

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.

Sharon L. Tupper
Signature of Notary Public



Sharon L. Tupper

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: 11/19/2011

(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



NUMBER
ASB-528597

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints
ED HACKETT & CHRISTINE MAESTAS OF IRVINE, CA

its true and lawful attorney-in-fact, for it and its name, place, and stead, to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of
THREE MILLION (\$3,000,000.00) DOLLARS***

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 the Company of the 6th day of August, 2009.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority, as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when:
(i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, 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, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of August, 2009

Attest:
Ambuj Jain
Ambuj Jain

STATE OF GEORGIA)
COUNTY OF COBB)

On this 6th day of August, 2009, before me personally came Joseph D. Scollo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Joseph D. Scollo, Jr.
Joseph D. Scollo, Jr.

JAMI BAILEY
Notary Public, Hall Co., GA
My Commission Expires Aug. 13, 2012

Jami Bailey
Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this _____ day of _____ 2009

Ambuj Jain
Ambuj Jain



4. INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1.) Address: 2967 Michelson Drive #6-710, Irvine CA 92612

2.) Telephone: 949 525-8835 Fax: 949 271-4655

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. Yaal Levanon - President/ Secretary
2967 Michelson Drive #6-710, Irvine, CA 92612

b. Charles Shelby - RME

c. Dennis Spors - RME

d. _____

6.) List the name of the person who inspected the site of the proposed work for your firm:

Yaal Levanon

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 Bank</u>	<u>525 Market St, 5th Floor San Francisco CA 94105</u>
b. _____	_____

[Signature]
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 5.5 years of experience as a contractor in construction work and has been engaged in the contracting business under State License No. 871110

Class B, C-16 for a period of 5.5 years.

2.) The bidder's three most recently completed contracts are:

	<u>1</u>	<u>2</u>	<u>3</u>
Title of Project:	SSF Annex Solar Project	Port Hueneme Elementary School Summer Renovation	Orange Coast College Student Center
Owner:	City of South San Francisco	Port Hueneme School District	Coast Community College District
Address:	315 Maple Ave South San Francisco, CA 94080	205 N. Ventura Rd Port Hueneme CA 93041	1370 Adams Ave Costa Mesa, CA 92626
Telephone Number:	650 829-6652	661 257-1965	714 438-4731
Contact Person:	Sam Bautista	Will Karrat	Jerry Marchbank
Date Completed:	08/14/2011	07/15/2011	06/30/2011


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>HVAC - Mechanical</u>	<u>Johnson Controls, Inc</u> <u>Whittier, CA</u>	<u>22445</u>
2. <u>Electrical</u>	<u>RNT Electrical Cont</u> <u>Escondido, CA</u>	<u>889170</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

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	6	569,000	Zero	∅	∅
2009	5	891,590	ZERO	∅	∅
2008	4	1,188,012	ZERO	∅	∅
2007	5	1,043,424	ZERO	∅	∅
2006	3	760,112	ZERO	∅	∅
2005	∅	—	ZERO	∅	∅

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.

Gamma Builders, Inc

Name of Bidder

[Signature]
Signature

2967 Nicholson Drive #6-710

87-1110

~~1111~~ ~~EA~~ ~~9212~~
Address

State Contractor's Lic. No.

Truene CA 92612
Town State Zip Code

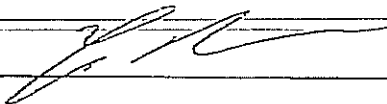
949 525-8835 949 271 4655
Telephone No. FAX No.

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: Gamma Builders, Inc.

10. NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of Orange) ss

Yael Levanon, 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.

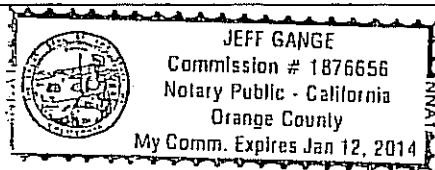
Subscribed and sworn to before me this 9th day of Aug, 2011.

Jeff Gange
Notary Public

By: [Signature]
President

Title

Date: 08/09/2011



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.

Gamma Builders, Inc.

Name of Company

2967 Michelson Drive # G-710

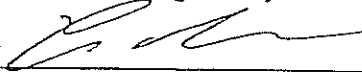
Address

Irvine, CA 92612

City, State, and Zip Code

Gamma Builders, Inc

Name of Bidder (printed)



Signature of Bidder

8/16/2011

Date

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Gamma Builders, Inc., proposed subcontractor _____, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the ~~equal opportunity clause. Contracts and subcontracts which are exempt from the equal~~ opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Signature of bidder: 

Title: President

Name of Organization: Gamma Builders Inc.

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Signature of bidder: 

Title: President

Name of Organization: Gamma Builders, Inc

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year _____ quarter _____ date of last report _____</p>	
<p>4. Name and Address of Reporting Entity</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, if known</p>		
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: right;">CFDA Number, if applicable _____</p>		
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>		
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>			<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>
<p>(attach Continuation Sheet(s) if necessary)</p>			
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>		
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>			
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>			
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>			

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1362. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Barbara Noble, Engineering Technician II
Date: September 13, 2011
For Council Meeting: September 20, 2011

Subject: Resolution No. 11-
Measure I Five-Year Plan 2011/2012 to 2015/2016

Prior Council Review: There has been no prior Town Council review of the recommended action.

Recommendation: That the Town Council adopts the Resolution for the annual Measure I, Five-Year Capital Improvement Plan and Expenditure Strategy for Fiscal Years 2011/2012 to 2015/2016 under Measure I 2010-2040.

Executive Summary: The Town is required to adopt a Measure I Plan annually to identify projects, the estimated Measure I expenditures on those projects, and a brief project description to be undertaken in each year.

This is an administrative requirement of both the original and subsequent voter approved Measures.

Order of Procedure:

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

Discussion: Jurisdictions receiving program revenues from the Local Streets Program must annually adopt by action of the Council a Five-Year Plan, which outlines the specific projects upon which those funds shall be expended.

Measure I 2010-2040 has a modified formula of funding for the program, compared to Measure I 1990-2010. Under the new measure, seventy percent of revenue collected shall be apportioned for local street projects (with 2% reserved in a special account to be expended on Project Development and Traffic Management Systems), 25% for new Measure I Major Local Highways Program (MLH), and 5% for Senior and Disabled Transit

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

Service. For this reason, a decrease in revenue going to the Local Street Program, starting in FY 2010/2011 reflects the new funding distribution approved by the voters in Measure I 2010-2040.

The regional funds, defined as 25% of total revenues, are held and allocated by SANBAG, and may only be expended (in the case of the Morongo Basin) on the state highways and major transportation links that aid regional mobility. SANBAG holds final authority over the approval of individual projects that these funds may be expended on.

There are extensive roadway improvement needs throughout the community which far exceed the available funds for construction or reconstruction of roadways. There are approximately 168 centerline miles of roadways within the Town's Maintained Roadway System. Most of the roadways are not improved to their ultimate widths. Additionally, many of the roadways are extremely aged and distressed as a result of having not been adequately maintained over their life span by the County. Current estimates indicate that in excess of an approximately \$15 million investment in reconstruction and rehabilitation would be necessary in order to bring all existing roadways within the maintained system up to acceptable standards. With approximately \$535,919 in annual roadway improvement revenues (Measure I), the Town does not have the financial ability to address all the roadway improvement needs of the existing Roadway System. Nor does the Town have sufficient existing revenue sources to add new roadways into the Maintained System.

Since incorporation, the Town has placed a high priority on completion and rehabilitation of the backbone major arterial system and on traffic safety improvements. Prioritization of local roadway funds have been directed toward high traffic volume roadways and those roadways providing access to community areas with higher population density.

The Town utilizes a Pavement Management System (PMS) as a guide in determining cost effective maintenance treatments, budget planning and project identification. The rationale behind the PMS is to get all pavement segments to the condition where preventative maintenance is the primary strategy being applied on a 5 to 7 year interval basis. In simple terms, it costs 1/5 to 1/10 the cost to effectively maintain a roadway segment compared to complete reconstruction costs after the pavement is 80% deteriorated and allowed to lapse into the poor and failed condition, then followed by the rehabilitation cycle.

Alternatives: Staff recommends no alternative actions. Plan consistency with expenditures is required for Measure I compliance review.

Fiscal impact: Adoption of this Resolution will have no financial impacts and will allow the Town to access the Measure I funds. According to SANBAG, the available Measure I funds for FY 2011/12 and the projected funds for the next four fiscal years are as follows:

<u>FY 2011/12</u>	<u>FY 2012/13</u>	<u>FY 2013/14</u>	<u>FY 2014/15</u>	<u>FY 2015/16</u>
\$535,919	\$546,637	\$557,569	\$568,720	\$580,094

Attachments: Resolution No. 11-
Expenditure Strategy
Measure I 2011/12 through 2015/2016 Transportation Project List

RESOLUTION NO 11-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING THE FIVE-YEAR MEASURE I CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2011/2012 TO 2015/2016

WHEREAS, San Bernardino County voters approved passage of Measure I 1990-2010 in November 1989 and renewed as Measure I 2010-2040 in November 2004 authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, Revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 of the Authority; and

WHEREAS, Expenditure Plans of the Ordinance require each local jurisdiction receiving revenue from the tax to expend those funds pursuant to a Capital Improvement Program adopted by resolution of the local jurisdiction; and

WHEREAS, Expenditure Plans of the Ordinance also require that each local jurisdiction annually adopt and update its Capital Improvement Plan; and

WHEREAS, the Five-year Transportation Project List, attached hereto as "Attachment A", and this reference made a part hereof, has been prepared for the Town of Yucca Valley; and

WHEREAS, the Town's Measure I Expenditure Strategy is attached hereto as "Attachment B".

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

Section 1. That the Five-Year Transportation Project List is hereby adopted, for fiscal years 2011/2012 to 2015/2016.

Section 2. That the Town Council adopts the Measure I Expenditure Strategy for Fiscal Year 2011/2012.

Section 3. That the Town Clerk of the Town of Yucca Valley is hereby directed to forward a copy of this Resolution to the San Bernardino Associated Governments.

PASSED, APPROVED AND ADOPTED THIS 20th day of September, 2011.

MAYOR

ATTEST:

TOWN CLERK

TOWN OF YUCCA VALLEY			
MEASURE I FIVE YEAR PLAN 2011/12 TO 2015/16			
YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2011/2012	524 -UNRESTRICTED LOCAL STREET PROJECTS (68%)		
	SANBAG - STP		5,000.00
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	10,000.00
	Annual Traffic Census	Traffic Count Analysis	6,000.00
	SHOPP - Minor A/Caltrans	Project Application through Caltrans	5,000.00
	Congestion Management Plan (CMP)	Planning & Analysis	2,500.00
	Utilities	Street Lights	40,000.00
		TOTAL PROGRAMS	68,500.00
	Acoma Trail: SR62 - Onaga Trail	Slurry/Cape	23,330.00
	Anaconda Drive: W/Cul-de-sac - Rubidoux Ave.	Slurry	7,133.00
	Apache Trail: Onaga Trail - Santa Fe Trail	Slurry	14,912.00
	Balsa Ave: Joshua Lane - Joshua Drive	Slurry	4,462.00
	Bannock Trail: Onaga Trail - SR62	Slurry	14,763.00
	Bonanza Drive: Carlyle Dr. - Palomar Ave.	Slurry	14,307.00
	Borrogo Trail: Yuma Trail - Papago Trail	Slurry	10,257.00
	Carlyle Drive: Warren Vista Ave - Palomar Ave.	Slurry	26,757.00
	Cherokee Trail: SR62 - Onaga Trail	Slurry/Cape	14,909.00
	Cibola Trail: Yuma Trail - Papago Trail	Slurry	\$11,642.00
	Deer Trail: Onaga Trail - Pueblo Trail	Slurry	\$7,337.00
	Desert Gold Drive: Warren Vista Ave. - Palomar Ave.	Slurry	\$27,514.00
	Elk Trail: SR62 - Onaga Trail	Slurry/Cape	\$11,825.00
	El Dorado Drive: Warren Vista Ave. - Keats Ave.	Slurry	\$25,673.00
	Emerson Ave: Joshua Lane - Joshua Drive	Slurry	\$12,569.00
	Fox Trail: Onaga Trail - SR62	Slurry	\$12,307.00
	Geronimo Trail:SR62 - Pueblo Trail	Slurry/Cape	\$4,772.00
	Hopi Trail: Onaga Trail - Santa Fe Trail	Slurry	\$9,355.00
	Inca Trail: Onaga Trail - SR62	Slurry	\$11,075.00
	Jemez Trail: Onaga Trail - Santa Fe Trail	Slurry	\$6,384.00
	Joshua Drive: Joshua Ct. - Keats Dr.	Slurry	\$12,430.00
	Keats Ave: Palomar Ave - Joshua Drive	Slurry	\$5,347.00
	Mariposa Trail: Onaga Trail - Pueblo Trail	Slurry	\$6,940.00
	Rubidoux Ave: Anaconda Drive - Joshua Drive	Slurry	\$2,133.00
	Warren Vista Ave: Joshua Lane - N/Cul-de-Sac	Slurry	\$10,067.00
	Yucca Mesa Road: SR62 - N/Buena Vista Drive	Asphalt Repair/Cape	\$143,193.00
		TOTAL SLURRY/CAPE PROJECT	451,393.00
	Acoma Trail: Pueblo Trail - Papago Trail	AC Overlay	27,600.00
	Apache Trail: Santa Fe Trail - SR62	AC Overlay	13,800.00
	Arcadia Trail: Palomar Ave - E/cul-de-sac	AC Overlay	10,920.00
	Deer Trail: Pueblo Trail - SR62	AC Overlay	48,047.00
	Keats Ave: El Dorado Dr. - Desert Gold Dr.	AC Overlay	14,450.00
	Free Gold: West End - Amador	AC Overlay	30,000.00
	SR247 OH: Buena Suerte Road - N/End	AC Overlay	11,872.00
	Yuma Trail: Cibola Trail - Church Street	AC Overlay	6,800.00
		TOTAL OVERLAY BY FORCE ACCT.	163,489.00
	TOTAL MEASURE I UNRESTRICTED LOCAL STREET PROJECTS (2010-2040 Measure I)		683,382.00
	522 -MEASURE I MAJOR ARTERIAL PROJECTS (1990-2010 Measure I)		
1990-2010 Measure I	SR62/SR247 Medians & Signal Upgrade	Design/Engineering	\$252,000.00
1990-2010 Measure I	SR62: Palm Ave - Airway Ave	Design/Engineering	\$50,000.00
1990-2010 Measure I	SR62: Apache Trail - Palm Ave	SLPP Grant Match	\$782,602.00
	TOTAL MEASURE I ARTERIALS (1990-2010 MEASURE I)		1,084,602.00
	523 -MEASURE I LOCAL ROAD PROJECTS (1990-2010 Measure I)		
1990-2010 Measure I	Townwide Slurry Seal	Admin/Testing/Cert/Add Charges	68,000.00
1990-2010 Measure I	Navajo Trail: Palm to Amador	AC Overlay	30,000.00
	TOTAL MEASURE I LOCAL ROADS (1990-2010 MEASURE I)		98,000.00
	2011-2012 MEASURE I GRAND TOTAL		1,865,984.00

TOWN OF YUCCA VALLEY			
MEASURE I FIVE YEAR PLAN 2011/12 TO 2015/16			
YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
524-55-59-8310-	524 -UNRESTRICTED LOCAL STREET PROJECTS (68%)		
2012/2013			
	SANBAG - STP		5,000.00
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	10,000.00
	Annual Traffic Census	Traffic Count Analysis	6,000.00
	SHOPP - Minor A/Caltrans	Project Application through Caltrans	5,000.00
	Congestion Management Plan (CMP)	Planning & Analysis	2,500.00
	Utilities	Street Lights	40,000.00
		TOTAL PROGRAMS	68,500.00
	Arcadia Trail: Del Monte Ave - Goleta Ave.	Seal	2,585.00
	Camarilla Ave: Delano Trail - Yucca Trail	Seal	19,258.00
	Chippewa Trail: Pueblo Trail - N/End	Seal	6,611.00
	Del Monte Ave: Delano Trail - Yucca Trail	Seal	6,134.00
	Delano Trail: Camarilla Ave - Indio Ave.	Seal	10,420.00
	El Dorado Drive: SR62 OHN - Barron Drive	Seal	4,291.00
	Farrelo Rd: Plaza del Amigo - SR247	Seal	21,177.00
	Fortuna Ave: SR62 OHN - Barron Drive	Seal	3,953.00
	Goleta Ave: Delano Trail - Natoma Trail	Seal	5,779.00
	Hermosa Ave: Delano Trail - Yucca Trail	Seal	8,190.00
	Indio Ave: Pueblo Trail - Yucca Trail	Seal	10,506.00
	Natoma Trail: Goleta Trail - Hermosa Trail	Seal	1,570.00
	Natoma Trail: Indio Ave - E/End	Seal	2,540.00
	Papago Trail: Acoma Trail - Church Street	Seal	6,778.00
	Plaza del Amigo: Farrelo Rd - Buena Suerta Rd	Seal	4,766.00
	Pueblo Trail: Shawnee Trail - Church Street	Seal	22,321.00
	Pueblo Trail: Indio Ave - E/Chippewa Trail	Seal	4,347.00
	Santa Fe Trail: Kickapoo Trail - Apache Trail	Seal	37,418.00
	Shawnee: Onaga - Santa Fe	Seal	7,424.00
	Yuma Trail: Acoma Trail - Church Street	Seal	3,462.00
		TOTAL SLURRY/CAPE PROJECT	189,530.00
	Townwide striping	Striping	150,000.00
	Mt. View Trail: Hanford Ave - E/End	AC Overlay	5,495.00
	Pueblo Trail: Condalia Ave - Valley Vista Ave	AC Overlay	40,213.00
	Sage Ave: El Dorado Dr - Desert Gold Dr.	AC Overlay	11,315.00
		TOTAL OTHER PROJECTS	207,023.00
		TOTAL	465,053.00

TOWN OF YUCCA VALLEY			
MEASURE I FIVE YEAR PLAN 2011/12 TO 2015/16			
YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2013/2014	524 -UNRESTRICTED LOCAL STREET PROJECTS (68%)		
	SANBAG - STP		5,000.00
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	10,000.00
	Annual Traffic Census	Traffic Count Analysis	6,000.00
	SHOPP - Minor A/Caltrans	Project Application through Caltrans	5,000.00
	Congestion Management Plan (CMP)	Planning & Analysis	2,500.00
	Utilities	Street Lights	40,000.00
		TOTAL PROGRAMS	68,500.00
	Acoma Trail: Golden Bee Dr - Desert Gold Dr.	Seal	4,232.00
	Acoma Ct: W/cul-de-sac - Acoma Trail	Seal	1,505.00
	Amador: Kismet Dr - Golden Bee Dr.	Seal	10,306.00
	Anaconda Dr: Cholla Ave - Amador Ave	Seal	7,399.00
	Anaconda Dr: Grand Ave - Sage Ave	Seal	3,799.00
	Aranza Ct: SE/End - Bolero Dr.	Seal	2,022.00
	Asio Way: Golden Meadow Dr - Jarana Ct.	Seal	1,980.00
	Balsa Ave: Mt. View Trail - Onaga Trail	Seal	6,935.00
	Barberry Ave: Golden Bee Dr - Juarez Dr.	Seal	1,716.00
	Bolero Dr: Selecta - NE/Cul-de-sac	Seal	5,874.00
	Bonanza Dr: Cholla Ave - Amador Ave	Seal	7,433.00
	Bonanza Dr: Grand Ave - Sage Ave	Seal	4,442.00
	Bonanza Dr: Golden Bee - NE/Cul-de-sac	Seal	1,961.00
	Carlyle Dr: Cholla Ave - Amador Ave	Seal	8,567.00
	Carlyle Dr: Grand Ave - Sage Ave	Seal	4,100.00
	Carmelita Cir: Santa Barbara Dr - Carmelita Circle	Seal	28,842.00
	Carmelita Wy: SE/Cul-de-sac - Carmelita Circle	Seal	4,141.00
	Carmelita Ct: SW/Cul-de-sac - Carmelita Circle	Seal	3,452.00
	Carmelita Pl: SE/Cul-de-sac - Carmelita Circle	Seal	3,701.00
	Condalia Ave: Juarez Dr. - Golden Bee Dr.	Seal	3,212.00
	Cholla Ave: Carlyle Dr - Joshua Dr.	Seal	6,307.00
	Deer Trail: Golden Bee Dr - Desert Gold Dr	Seal	6,930.00
	Desert Gold Dr: W/End - Elk Trail	Seal	23,884.00
	Desert Gold Dr: Elk Trail - Acoma Trail	Seal	10,766.00
	Desert Gold Dr: Cholla Ave - Sage Ave	Seal	14,827.00
	Dumosa Ave: San Andreas Rd - Juarez Dr.	Seal	6,778.00
	Dumosa Ct: Dumosa Ave - E/Cul-de-sac	Seal	780.00
	El Dorado Dr: Cholla Ave - Amador Ave	Seal	8,272.00
	El Dorado Dr: Grand Ave - Sage Ave	Seal	4,701.00
	El Dorado Dr: W/Cul-de-sac - Deer Trail	Seal	3,392.00
	El Dorado Dr: Desert Gold Dr - Fee Gold Dr.	Seal	8,523.00
	Elk Trail: Golden Bee Dr - Desert Gold Dr.	Seal	2,497.00
	Elk Ct: NW/Cul-de-sac - Elk Trail/Desert Gold Dr	Seal	1,194.00
	Emerson Ave: S/Cul-de-sac Mt. View Trail	Seal	783.00
	Facia Way: Bolero Dr - Golden Meadow Dr	Seal	1,642.00
	Free Gold Dr: Grand Ave - Sage Ave	Seal	4,705.00
	Free Gold Dr: W/Cul-de-sac - Deer Trail	Seal	2,500.00
	Free Gold Dr: Desert Gold Dr - W/End	Seal	9,214.00
	Free Gold Ct: SW/Cul-de-sac - Free Gold Dr	Seal	1,084.00
	Geronimo Trail: Desert Gold Dr. - N/Cul-de-sac	Seal	1,131.00
	Gold Ave: La Cadena Rd - Java Dr.	Seal	1,582.00
	Golden Bee Dr: W/End - Acoma Trail	Seal	10,668.00
	Golden Bee Dr: Cholla Ave - Sage Ave	Seal	14,535.00
	Golden Bee Dr: Sage Ave - Joshua Lane	Seal	10,402.00
	Golden Meadow Dr: Selecta Ave - Hardesty Dr	Seal	7,928.00
	Grand Ave: Kismet Dr - Joshua Dr.	Seal	21,670.00
	Hanford Ave: Mt View Trail - Onaga Trail	Seal	5,110.00
	Hardesty Dr: San Andreas Rd - Joshua Lane	Seal	12,430.00
	Hidden Gold Dr: W/Cul-de-sac - Amador Ave	Seal	2,563.00
	Hidden Gold Dr: Grand Ave - Sage Ave	Seal	6,312.00
	Ivanhoe Dr: Grand Ave - Sage Ave	Seal	5,766.00
	Java Dr: S/Cul-de-sac - Gold Ave	Seal	3,052.00

TOWN OF YUCCA VALLEY			
MEASURE I FIVE YEAR PLAN 2011/12 TO 2015/16			
YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2013/2014	Java Dr: Grand Ave - Kismet Dr	Seal	3,589.00
	Juarana Ct: Condalia Ave - W/End	Seal	3,992.00
	Juarez Dr: Selecta Ave - Golden Meadow Dr	Seal	8,633.00
	Juarez Dr: Bolero Dr - Hardesty Dr	Seal	3,119.00
	Juarez Ct: Juarez Dr to N/Cul-de-sac	Seal	925.00
	Kismet Dr: Amador Ave - Sage Ave	Seal	13,177.00
	La Cadena Rd: Amador Ave - Gold Ave	Seal	2,758.00
	La Cadena Rd: Kismet Dr - Sage Ave	Seal	2,971.00
	Megan Ct: Taos Trail - N/Cul-de-sac	Seal	987.00
	Millstone Dr: Selecta Ave - Golden Meadow Dr	Seal	4,859.00
	Mt View Trail: Balsa Ave -E/Hanford Ave	Seal	5,204.00
	Navajo Trail: Balsa Ave - Hanford Ave.	Seal	5,336.00
	Sage Ave: La Cadena Dr - Joshua Dr	Seal	21,327.00
	San Andreas Rd: W/End - Hardesty Dr	Seal	1,489.00
	Selecta Ave: S/Cul-de-sac - N/Cul-de-sac	Seal	14,870.00
	Taft Ct: S/Cul-de-sac - Jarana Ct.	Seal	1,371.00
	Taos Ct: Taos Trail - N/Cul-de-sac	Seal	1,681.00
	Taos Trail: Balsa Ave - Hanford Ave	Seal	5,336.00
	Titan Ct: Dumosa Ave - E/Cul-de-sac	Seal	1,371.00
		TOTAL SLURRY/CAPE PROJECT	440,542.00
		TOTAL	\$509,042.00

TOWN OF YUCCA VALLEY			
MEASURE I FIVE YEAR PLAN 2011/12 TO 2015/16			
YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2014/2015	524 -UNRESTRICTED LOCAL STREET PROJECTS (68%)		
	SANBAG - STP		5,000.00
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	10,000.00
	Annual Traffic Census	Traffic Count Analysis	6,000.00
	SHOPP - Minor A/Caltrans	Project Application through Caltrans	5,000.00
	Congestion Management Plan (CMP)	Planning & Analysis	2,500.00
	Utilities	Street Lights	40,000.00
		TOTAL PROGRAMS	68,500.00
	Joshua Lane: Onaga Trail - Joshua Drive	Cape	45,009.00
	Sunnyslope Drive: Pioneertown Rd. - SR247	Slurry	53,767.00
	Sunnyslope Drive: Airway Ave. - Hilton Ave.	Slurry	16,950.00
	Sunnyslope Drive: Balsa Ave. - Avalon Ave.	Slurry	11,616.00
	Sunnyslope Drive: Skypark Dr. - La Contenta	Slurry	5,325.00
	Paxton Road: SR247 - Avalon Ave.	Slurry	42,287.00
	Palomar Ave: Joshua Lane - Yucca Trail	Cape Seal	167,034.00
		TOTAL SLURRY/CAPE PROJECT	341,988.00
		TOTAL	\$410,488.00

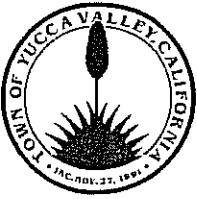
TOWN OF YUCCA VALLEY			
MEASURE I FIVE YEAR PLAN 2011/12 TO 2015/16			
YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2015/2016	524 -UNRESTRICTED LOCAL STREET PROJECTS (68%)		
	SANBAG - STP		5,000.00
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	10,000.00
	Annual Traffic Census	Traffic Count Analysis	6,000.00
	SHOPP - Minor A/Caltrans	Project Application through Caltrans	5,000.00
	Congestion Management Plan (CMP)	Planning & Analysis	2,500.00
	Utilities	Street Lights	40,000.00
		TOTAL PROGRAMS	68,500.00
	Acoma Trail: Onaga Trail - Desert Gold Drive	Cape	66,190.00
	Joshua Lane: Joshua Drive - San Marino Drive	Cape	235,226.00
	Joshua Drive: Acoma Trail - Joshua Lane	Cape	66,190.00
		TOTAL SLURRY/CAPE PROJECT	367,606.00
		TOTAL	\$436,106.00

**TOWN OF YUCCA VALLEY
MEASURE I 2011/2015
EXPENDITURE STRATEGY
FY 2011/2012**

Elderly/Handicapped Fund: All revenue in the Elderly and Handicapped fund are expended by the Morongo Basin Transit Authority for necessary programs.

Local Street Program (LSP): Measure I Local Streets revenues are allocated to a number of projects, including reconstruction/rehabilitation, maintenance and engineering/design of arterials and residential roads, partial funding for traffic signal projects, annual studies and/or reports such as pavement management program updates, traffic census reports, and similar activities.

Major Local Highways Program (MLH): Measure I Major Local Highway revenues are managed by SANBAG. By September 30th of each year, the Town shall submit a written request to SANBAG specifying the scope of the project(s), the requested amount and other fund sources required to fully fund the project(s).



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow; Director of Administrative Services
Date: September 14, 2011
For Council Meeting: September 20, 2011

Subject: Preliminary Draft Recognized Obligation Payment Schedule

Recommendation: That the Town Council receive and file Redevelopment Agency's Preliminary Draft Recognized Obligation Payment Schedule.

Order of Procedure:

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

Discussion:

The State of California adopted its fiscal year 2011-2012 budget with several provisions that required funds from local governments. In a maneuver to balance the State budget, the State Legislature abolished redevelopment agencies with the passage of Assembly Bill X1 26 (AB 26) so as to keep the tax increment money currently allocated to redevelopment agencies. However, the Legislature concurrently passed companion legislation, Assembly Bill X1 27 (AB 27), which provided that redevelopment agencies could continue if they chose to pay the State of California a "voluntary remittance". On July 28th, the Town and the Agency took actions to opt-in under AB 27, under protest.

Reviewed:
Town Manager Town Attorney Admin Svcs

Department Report Request of other Agency Ordinance Receive and File
 Consent Presentation Resolution Public Hearing

In July 2011, the California Redevelopment Association and the California League of Cities filed a lawsuit contesting the validity of AB 26 and AB 27 with the California Supreme Court. On August 11, 2011, the Court issued a stay on the enactment of the majority of AB 26 and 27. The stay was subsequently modified by another order from the Court on August 17, 2011. In leaving a small portion of AB 26 in place, the Court created a situation forcing the Agency to take certain actions, irrespective of the Agency's decision to opt-in or opt-out.

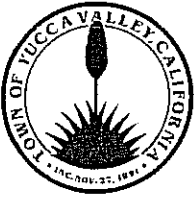
To address the first of those actions, the Agency adopted the Enforceable Obligation Payment Schedule (EOPS) reflecting projected obligations through the end of December 2011. This action was completed by the Agency at the meeting of August 16, 2011. A second action is now required approving a Preliminary Draft Recognized Obligation Payment Schedule (PDROPS) for the first six months of 2012. The PDROPS allows the Agency to make payments, other than for bonded indebtedness, that would otherwise be prohibited even though the Agency opted-in.

As a successor agency to the Yucca Valley Redevelopment Agency should the Agency be dissolved, it is recommended that the Town Council receive and file the Preliminary Draft Recognized Obligations Schedule. No further action is necessary on the part of the Town Council related to this item.

Financial Impact: None.

Attachments:

None.



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council
From: Curtis Yakimow; Director of Administrative Services
Date: September 14, 2011
For Agency Meeting: September 20, 2011

Subject: Yucca Valley RDA Remittance Agreement with the Town of Yucca Valley

Recommendation: That the Town Council approve the Resolution authorizing the execution of a Remittance Agreement with the Town of Yucca Valley.

Order of Procedure:

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

Discussion:

The State of California adopted its fiscal year 2011-2012 budget with several provisions that required funds from local governments. In a maneuver to balance the State budget, the State Legislature abolished redevelopment agencies with the passage of Assembly Bill X1 26 (AB 26) so as to keep the tax increment money currently allocated to redevelopment agencies. However, the Legislature concurrently passed companion legislation, Assembly Bill X1 27 (AB 27), which provided that redevelopment agencies could continue if they chose to pay the State of California a "voluntary remittance". On August 16th, the Town and the Agency elected to opt-in under AB 27, under protest, and

Reviewed:
Town Manager Town Attorney Admin Svcs

Department Report Request of other Agency Ordinance Receive and File
 Consent Presentation Resolution Public Hearing

adopted the AB 27 Ordinance.

Remittance Agreement

Under AB 27, the Town is authorized to enter into an agreement (the "Remittance Agreement") with the Agency pursuant to which the Agency will agree to remit tax increment funds available to the Agency to make the annual remittance payments to the County. All amounts committed to the Town by the Agency in such agreement are assigned to the State in the event the Town does not remit the required payments to the County.

The attached Remittance Agreement will provide the framework for the Yucca Valley Redevelopment Agency to reimburse the Town for any funds provided to the State in compliance with AB 27. These funds would be allocated out of the Agency's non-housing tax increment fund.

Should the Agency not be able to make the reimbursement payment to the Town, the Town would have the option, but not the requirement, to make such payment, or portion thereof. In the event that it was preferred not to make the payment, the Town could elect that the Agency wind down as provided for in AB 26, rather than make payments on the Agency's behalf. The proposed agreement does not commit any Town funds for the payments to the State pursuant to AB 27.

Financial Impact: In future years, if the Agency has sufficient funds to make the remittance payment to the Town, it will do so according to the Remittance Agreement. If the Agency has insufficient funds to make the remittances required under the Remittance Agreement, then the Town is still required to make the payments from any lawfully available funds, or permit the Agency to dissolve, following the procedures set forth in AB 26.

Attachments:

Remittance Agreement

Resolution Authorizing the Execution of a Remittance Agreement

AGREEMENT NO. _____

REMITTANCE AGREEMENT

THIS REMITTANCE AGREEMENT ("AGREEMENT") is made and entered into on _____, by and between the **TOWN OF YUCCA VALLEY** (referred to herein as "Town"), and the **REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY**, a public body, corporate and politic ("Agency"), with reference to the following facts:

RECITALS

WHEREAS, Assembly Bills X1 26 ("AB 26") and X1 27 ("AB 27") were passed by the State Legislature on June 15, 2011, and signed by the Governor on June 29, 2011.

WHEREAS, upon enactment, AB 27 codified Part 1.9 of Division 24 of the California Health and Safety Code, commencing with section 34192 ("Part 1.9").

WHEREAS, AB 27 established a "voluntary alternative redevelopment program" whereby the Town may choose to continue the operation of the Agency pursuant to Part 1.9, upon the enactment of an ordinance by the Town to comply with the provisions of Part 1.9 and make certain remittances described in California Health and Safety Code Section 34194 to the San Bernardino County Auditor-Controller ("County Auditor"). All section references in this Agreement are to the California Health and Safety Code, unless otherwise specified.

WHEREAS, the Town Council of the Town of Yucca Valley (the "Town Council") on August 16, 2011, adopted an Ordinance committing the Town to comply with and make the remittances required by Part 1.9 and continue the existence and activities of the Agency after enactment of AB 27 (the "Ordinance").

WHEREAS, pursuant to Section 34194.1, in making remittances to the County Auditor pursuant to Section 34194, the Town may use any available funds not otherwise obligated for other uses.

WHEREAS, pursuant to Section 34194.2, the Town may enter into an agreement with the Agency, whereby the Agency will transfer a portion of its tax increment to the Town, in an amount not to exceed the annual remittance required each year pursuant to Chapter 3 of Part 1.9, for the purpose of financing activities within the redevelopment area that area that are related to accomplishing the Agency's project goals.

WHEREAS, the purpose of this Agreement is to provide for the transfer of funds pursuant to Section 34194.2 to enable the Town to make the remittances required by Part 1.9.

WHEREAS, the obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment plan for the Yucca Valley Redevelopment Project Area, as currently constituted or as it may be amended.

WHEREAS, the validity of AB 26 and AB 27 is being challenged in a lawsuit entitled *California Redevelopment Association, et al. v. Matosantos, et al.*, California Supreme Court Case No. S194861 (the "CRA Lawsuit") and other lawsuits challenging the validity of AB 26 and AB 27 may be filed.

WHEREAS, pending a decision on the merits in the CRA Lawsuit, the California Supreme Court has stayed the effectiveness of portions of AB 26 and AB 27, including, but not limited to, Sections 34194, 34194.1 and 34194.2.

WHEREAS, it is the intention of the Town and the Agency for this Agreement to become effective only if and when the stay ordered by the California Supreme Court in the CRA Lawsuit has been lifted or dissolved; provided, however, if the decision on the merits in the CRA Lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 is that provisions of AB 27 authorizing the making of remittances to the County Auditor are invalid for any reason, this Agreement shall be null and void and of no effect.

NOW, THEREFORE, TOWN and AGENCY mutually agree as follows:

1. EFFECT OF RECITALS.

The recitals above are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement.

2. OBLIGATIONS OF THE PARTIES.

A. For purposes of this Agreement, the term "Net Available Tax Increment" means any tax increment funds allocated to the Agency, net of (1) existing debt service payments, (2) existing third-party contractual obligations, and (3) any funds on deposit in or to be deposited in the Agency's Low and Moderate Income Housing Trust Fund ("Housing Fund"). Notwithstanding the foregoing definition, for the purpose of making the remittance payments for the 2011-2112 Fiscal Year only, "Net Available Tax Increment" includes tax increment funds to be allocated for the 2011-2012 Fiscal Year to the Housing Fund pursuant to Sections 33334.2, 33334.4 and 33334.6 to the extent the Agency makes a finding that there are insufficient other moneys to meet its debt and other obligations, current priority program needs or its obligation to transfer funds to the Town under Section 34194.2 or pursuant to this Agreement.

B. The Agency shall transfer to the Town Net Available Tax Increment or other funds which will be used by the Town to make the remittance payments required by Part 1.9 and due in equal installments on January 15 and May 15 of each fiscal year. The amount transferred to the Town in each fiscal year shall not exceed the amount required for the Town to pay the remittance amount for that fiscal year determined by the State Director of Finance pursuant to Part 1.9. The transfers shall be made in two installments

each year to coincide with the January 15 and May 15 due dates for the installments of the remittance payments.

C. The Town shall timely remit to the County Auditor the payments required by Part 1.9 as provided by the Ordinance. The Town's obligation to make such remittances shall be a special limited obligation of the Town payable solely from Net Available Tax Increment or any other available funds. Nothing contained in this Agreement shall be deemed to be a pledge of the Town's general fund revenues or other assets to make the remittance payments contemplated by Part 1.9. The Town may choose to fund the remittance payments solely from Agency funds and assets and is not obligated to use other funds to make those payments.

D. The obligations of the Agency under this Agreement shall be payable in the first instance out of Net Available Tax Increment, as defined in the above recitals and/or as defined or provided in any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, levied by or for the benefit of taxing agencies in the Agency's redevelopment project areas, and allocated to the Agency and/or any lawful successor entity of the Agency and/or any entity established by law to carry out the redevelopment plan for the redevelopment project areas and/or expend tax increment or pay indebtedness of the Agency to be repaid with tax increment, pursuant to Section 33670 or any applicable constitutional provision, statute or other provision of law now existing or adopted in the future. If Net Available Tax Increment in a given fiscal year is insufficient to pay the entire amount of the remittance payment, then the Agency may also transfer to the Town income received by the Agency from its projects and programs or any other additional funds available to it.

3. LIABILITY AND INDEMNIFICATION.

In contemplation of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code section 895, each of the Parties, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code section 895.2. To achieve the above-stated purpose, each Party indemnifies, defends and holds harmless the other Party for any liability, losses, costs or expenses that may be incurred by such other party solely by reason of Government Code section 895.2.

4. RESERVATION OF RIGHTS; EFFECTIVE DATE; TERMINATION FOR INVALIDITY OF AB 27.

By this Agreement the Town is not warranting or guaranteeing the payment of money to any other entity, and the Town reserves the right to cease making the payments required by AB 27 should the amount of such payments (as determined by the Department of Finance) prove to be in excess of the available funds not otherwise obligated for other uses or for any other reason. Moreover, this Agreement shall in no way be construed as requiring the Town to abide by AB 26 or AB 27 in the event either, or both, bills are found unconstitutional or otherwise legally invalid in whole or in part, nor shall this Agreement

have the effect or give rise to any waiver of rights or remedies that the Town or Agency may have, whether in law or in equity, to challenge AB 26 or AB 27. This Agreement shall not be construed as the Town's or Agency's willing acceptance of, or concurrence with, either AB 26 or AB 27, nor does this Agreement evidence any assertion or belief whatsoever on the part of the Town that said bills are constitutional or lawful.

While the Town intends to make the remittances as provided for in AB 27 and pursuant to this Agreement, the remittances 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 by a court of competent jurisdiction that AB 26 or AB 27, or both, are unconstitutional or otherwise unlawful. The Town and the Agency reserve the right, regardless of any remittance made pursuant to this Agreement, to challenge the legality of AB 26 or AB 27, or both.

The CRA Lawsuit and/or other actions challenging the validity of AB 26 and AB 27 has, or have been, or may be filed on behalf of cities, counties and redevelopment agencies. The California Supreme Court has issued a stay of the effectiveness of portions of AB 26 and AB 27 in the CRA Lawsuit. Until and unless the stay issued by the California Supreme Court has been lifted or dissolved, this Agreement shall not become effective, the Town shall not be obligated to make any community remittance for the duration of such stay and the Agency shall not be obligated to remit funds to the Town to enable the Town to make such payments. Moreover, to the extent that the California Supreme Court or any court of competent jurisdiction determines that the provisions of AB 27 regarding the making of remittances to the County Auditor are invalid for any reason, this Agreement shall be deemed null and void and of no further force and effect when all petitions for rehearing and appeals from such determination are exhausted or unsuccessful, or time for filing petitions for rehearing and appeals therefrom has lapsed.

5. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS.

A. This Agreement shall be executed in duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof.

B. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

C. This Agreement is intended solely for the benefit of the Town and the Agency. Notwithstanding any reference in this Agreement to persons or entities other than the Town and the Agency, there shall be no third party beneficiaries under this Agreement.

D. Any waiver or amendment of the provisions of this Agreement must be in writing and signed by the authorized representative of the parties.

6. SEVERABILITY.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall continue in full force and effect unless the rights and obligations of

the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

7. BINDING ON SUCCESSORS.

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the Parties, whether by agreement or operation of law. This Agreement shall survive any full or partial merger of the Town and the Agency and shall remain in full force and effect and be fully enforceable according to its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"TOWN"

"AGENCY"

TOWN OF YUCCA VALLEY

**YUCCA VALLEY REDEVELOPMENT
AGENCY**

By: _____
George Huntington, Mayor

By: _____
George Huntington, Chair

ATTEST:

ATTEST:

Janet Anderson, Town Clerk

Janet Anderson, Agency Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Lona N. Laymon, Town Attorney

Lona N. Laymon, Agency Counsel

RESOLUTION NO. 11-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING A REMITTANCE AGREEMENT WITH THE REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY IN ACCORDANCE WITH ASSEMBLY BILL AB X1 27

WHEREAS, the Redevelopment Agency of the Town of Yucca Valley (the "Agency") administers the implementation of various redevelopment projects, programs, and activities within the Adopted Redevelopment Project Area in the Town of Yucca Valley (the "Town"); and

WHEREAS, on June 15, 2011, the State Legislature passed Assembly Bill X1 26 ("AB 26") and Assembly Bill X1 27 ("AB 27"), and on June 29, 2011, Governor Edmund G. Brown Jr. signed AB 26 and AB 27; and

WHEREAS, AB 26 generally prevents redevelopment agencies from entering into new or amended obligations or contracts, and eliminates redevelopment agencies and winds down their operations; and

WHEREAS, AB 27 allows redevelopment agencies to remain in existence, and to gain an exemption from the provisions of AB 26, in exchange for the payment of substantial sums of money on an annual basis to the San Bernardino County Auditor-Controller (County Auditor); and

WHEREAS, AB 27 codified Part 1.9 of Division 24 of the California Health and Safety Code ("Part 1.9"), which now comprises a portion of the California Community Redevelopment Law; and

WHEREAS, AB 27 establishes a "voluntary alternative redevelopment program" ("Alternative Program"), whereby the Agency is authorized to continue to exist upon the Town's enactment of an ordinance to comply with the provisions of Part 1.9; and

WHEREAS, AB 27 provides that, in order to enable the Agency to be included in the Alternative Program, the Town must notify the County Auditor, the State Controller, and the State Department of Finance, on or before November 1, 2011, that the Town will comply with the provisions of Part 1.9 by adoption of an ordinance consistent with Part 1.9; and

WHEREAS, the Town Council has adopted such Ordinance to comply with Part 1.9 ("Ordinance") and notified the County Auditor, the State Controller and the State Department of Finance of its adoption; and

WHEREAS, AB 27 requires the Town to make specified remittances to the County Auditor in order to continue the existence of the Agency, as prescribed in Part 1.9 and the Ordinance; and

WHEREAS, Section 34194.2 of AB 27 authorizes the Agency to enter into an agreement with the Town, whereby the Agency will transfer a portion of its tax increment to the Town, in an amount not to exceed the amount of the Town's annual remittance to the County Auditor ("Remittance Agreement"), for the purpose of financing activities within the Town's redevelopment area that are related to accomplishing the Agency's project goals; and

WHEREAS, the purpose of the Remittance Agreement is to provide for the transfer of funds by the Agency to the Town in an amount not to exceed the amount of the remittance payments required by Part 1.9, utilizing net available tax increment and other funds in this current fiscal year and forthcoming fiscal years; and

WHEREAS, the validity of AB 26 and AB 27 is being challenged in a lawsuit entitled *California Redevelopment Association, et al. v. Matosantos, et al.*, California Supreme Court Case No. S194861 (the "CRA Lawsuit") and other lawsuits challenging the validity of AB 26 and AB 27 may be filed; and

WHEREAS, pending a decision on the merits in the CRA Lawsuit, the California Supreme Court has stayed the effectiveness of portions of AB 26 and AB 27, including, but not limited to, Sections 34194, 34194.1 and 34194.2; and

WHEREAS, it is the intention of the Town for the Remittance Agreement to become effective only if and when the stay ordered by the California Supreme Court in the CRA Lawsuit has been lifted or dissolved; provided, however, if the decision on the merits in the CRA Lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 is that provisions of AB 27 authorizing the making of remittances to the County Auditor are invalid for any reason, this Agreement shall be null and void and of no effect; and

WHEREAS, the Town Council has reviewed and duly considered the Staff Report, documents and other evidence presented at the meeting and believes that it will be in the best interest of the Town and the health, safety, morals and welfare of its residents, and in accord with the public purpose and provisions of applicable state and local law and requirements, for the Town to enter into a Remittance Agreement with the Agency and to allow the Agency to participate in the Alternative Program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. The Town Council hereby approves the Remittance Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 3. The Mayor, or designee, is authorized on the Town's behalf, to execute the Remittance Agreement.

SECTION 4. The Town Manager, or designee, is authorized, on the Town's behalf, to execute and deliver all other documents and take all actions necessary and appropriate to facilitate the Agency's continued participation in the Alternative Program while the Ordinance remains in effect.

PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY THIS 20th DAY OF September, 2011.

MAYOR

ATTEST:

TOWN CLERK

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Administrative Services Director
Date: September 12, 2011
For Council Meeting: September 20, 2011

Subject: Warrant Register September 20, 2011

Recommendation:

Ratify Payroll Registers total of \$ 144,111.84 for checks dated September 2, 2011.
Ratify the Warrant Register total of \$ 114,199.64 for checks dated September 8, 2011.

Order of Procedure:

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

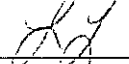
Attachments:

Payroll Register No.10 dated September 2, 2011 total of \$ 144,111.84
Warrant Register No.15 dated September 8, 2011 total of \$ 114,199.64

Reviewed By:


Town Manager


Admin. Services


Town Attorney

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Session

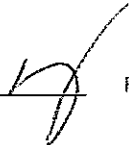

TOWN OF YUCCA VALLEY
PAYROLL REGISTER # 10
CHECK DATE - September 02, 2011

Fund Distribution Breakdown

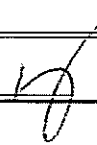
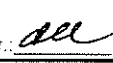
Fund Distribution

General Fund	\$125,272.60
Gas Tax Fund	10,555.41
Redevelopment Agency	<u>8,283.83</u>

Grand Total Payroll	<u><u>\$144,111.84</u></u>
----------------------------	-----------------------------------

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

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period 10 - Paid 09/02/11
(Augus 13, 2011 - August 26, 2011)
Checks: 4119-4136




	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$6,414.99		\$6,414.99
Direct Deposit	69,051.03	-	69,051.03
Sub-total	75,466.02		75,466.02
<u>Employee Tax Withholding</u>			
Federal	12,180.90		12,180.90
Medicare	1,513.32	1,513.31	3,026.63
SDI - EE	-	-	-
State	3,971.65		3,971.65
Sub-total	17,665.87	1,513.31	19,179.18
<u>Employee Benefit & Other Withholding</u>			
Misc. Labor Account Credits	-	-	-
Deferred Compensation	2,613.64	1,362.59	3,976.23
PERS Survivor Benefit	42.00		42.00
Health Caf� Plan	1,902.25	14,984.57	16,886.82
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 7%	214.35		214.35
PERS EE - Contribution 8%	6,757.18		6,757.18
PERS Retirement - Employee	59.97	-	59.97
PERS Retirement - Employer	-	15,165.92	15,165.92
Wage Garnishment - Employee	172.11		172.11
Life & Disability Insurance		1,457.78	1,457.78
Unemployment Insurance		1,000.58	1,000.58
Workers' Compensation		3,001.63	3,001.63
Sub-total	12,493.57	36,973.07	49,466.64
Gross Payroll	\$105,625.46	\$38,486.38	\$144,111.84
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

WARRANT REGISTER # 15
CHECK DATE - SEPTEMBER 8, 2011

FUND DISTRIBUTION BREAKDOWN

Checks # 35156 to # 35247 are valid
Check # 35223 is void
Checks # 35158, # 35167, # 35192, # 35224, # 35228
are included in RDA Warrant Register # 15

GENERAL FUND # 001	\$48,248.10
CENTRAL SUPPLIES FUND # 100	673.71
CUP DEPOSITS FUND # 200	1,090.17
COPS SLESF FUND # 509	76.02
AB2928 STATE CONSTRUCTION FUND # 513	250.00
AB2928 TCRP FUND # 514	460.00
GAS TAX FUND # 515	26,661.25
MEASURE I MAJOR ARTERIAL FUND # 522	15,255.27
MEASURE I LOCAL ROADS FUND # 523	3,362.01
MEASURE I 2010 - 2040 FUND # 524	1,471.50
PUBLIC LANDS FEDERAL GRANT FUND # 527	15,618.00
SAFE ROUTES TO SCHOOLS FUND # 530	28.61
CA ENERGY COMMISSION FUND - ARRA FUND # 540	775.00
CMAQ FUND # 542	230.00
GRAND TOTAL	<u><u>\$114,199.64</u></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

September 8, 2011

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	35156	Action Pumping, Inc.	Septic Pumping Services	\$645.00
	35157	Adolph Kiefer & Assoc.	YVHS Program Expense	109.90
	35158	Aleshire & Wynder, LLC	July 2011 Professional Svs.	6,118.43
	35159	Alsco/American Linen, Inc.	Facilities Maintenance Supplies	265.96
	35160	Arrowhead Mountain Water	Office Supplies	241.02
	35161	AT & T Mobility	Cell Phone Service	421.04
	35162	Hazel Bader	Contract Instructor	109.20
	35163	Barr Lumber, Inc.	Parks Maintenance Supplies	7.91
	35164	Kristine Bost	Contract Instructor	30.80
	35165	Brian's Lockshop	Jacobs Park Tennis Court Keys	585.06
	35166	BSN Sports	Jacob's Park Windscreen	273.95
	35168	Carquest Auto Parts	Grounds Maintenance	35.51
	35169	Chevron & Texaco Card Services	Vehicle Fuel	259.51
	35170	China Star USA	Museum Shop Merchandise	539.73
	35171	Citizen Patrol	Fundraiser Dinner	70.00
	35172	Janine Cleveland	Contract Instructor	49.00
	35173	Companion Animal Clinic	Veterinary Services	1,440.00
	35174	J.W. Craig	Contract Instructor	77.00
	35175	Data Ticket	Citation Processing	457.15
	35176	League of CA Cities Desert Mountain	Desert Mtn Division Meeting	45.00
	35177	Desert Pacific Exterminators	Facilities Maintenance	180.00
	35178	Kristopher Dybbro	Contract Instructor	28.00
	35179	Farmer Bros. Co.	Office Supplies	71.72
	35181	Mae Fox	Contract Instructor	60.20
	35182	Fred's Tires	Fleet Tire Replacement & Repair	756.32
	35183	Fulton Distributing Co.	Facilities Maintenance Supplies	755.02
	35184	G & K Propane	Vehicle Fuel	46.82
	35185	Duane Gasaway	Engineering Services	750.00
	35187	Graphic Penguin	Web Site Maintenance	765.00
	35188	Joy Groves	Contract Instructor	386.33
	35189	Art Gutierrez	Sports Referee	110.00
	35190	Hajoca Corporation	Plumbing Supplies	64.07
	35191	Cheryl Hayashi	Museum Education Program	100.00
	35192	Hi-Desert Water	Water Service	1,579.41
	35193	Hi-Desert Publishing	Advertising	120.84
	35194	Hogle-Ireland Inc.	Development Code Update	187.50
	35195	Jobs Available, Inc.	Employment Ad	567.00
	35197	Susan Jordan	Contract Instructor	126.00
	35198	Heather Kaczmarczk	Contract Instructor	437.50
	35199	Roger Keezer	Contract Instructor	67.20
	35200	Jim Kirwan	Recreation Program Entertainment	450.00
	35201	Knorr Systems, Inc.	YVHS Pool Chemicals	142.23
	35202	The Mallants Corp	Temporary Employment	894.40
	35204	Mojave Desert & Mtn. Integ. Wst JPA	1st Qtr Contribution FY 11/12	5,557.00
	35205	Morongo Unified School District	YVHS Pool Utilites	1,625.89
	35206	Viva Nelson	Contract Instructor	15.40
	35207	NRO Engineering	Engineering Services	2,300.00
	35208	Oasis Office Supply	Office Supplies	835.65

Town of Yucca Valley

Warrant Register

September 8, 2011

Fund	Check #	Vendor	Description	Amount
	35209	Ole's Alignment & Brake	Vehicle Maintenance	177.74
	35210	Oriental Trading Co. Inc.	Summer Program Expense	115.24
	35211	Pacific Telemanagement Svs.	Public Phone Service	82.64
	35212	Petty Cash-Maureen Randall	Miscellaneous Supplies	159.86
	35213	Precision Garage Doors	Facilities Maintenance	670.00
	35214	Pro Video	Town Council Taping	300.00
	35215	QuarterMaster	Shelter Uniforms	90.86
	35216	Rogers,Anderson, Malody & Scott	TOT Audit Services	1,500.00
	35218	Steven Renegar	Contract Instructor	280.00
	35219	Lynne Richardson	Miscellaneous Supplies	197.06
	35220	Ron's Automotive	Vehicle Maintenance	169.52
	35221	Safari, Ltd.	Museum Shop Merchandise	385.70
	35222	Santiago Canyon College	Code Enforcement Training	108.00
	35224	SCE	Electric Service	659.77
	35225	Beverly Schmuckle	Contract Instructor	46.20
	35226	Signs by Wanda	Program Expense	50.00
	35227	Simplot Partners, Inc.	Parks Maintenance & Supplies	484.38
	35228	So. Cal. Gas Co.	Natural Gas Service	311.83
	35229	Southwest Networks, Inc.	Technology Support	660.00
	35230	Kathleen Springer	Museum Lecture	50.00
	35231	Steven Enterprises	Printer Toner Cartridges	1,450.53
	35233	Tease Shirts	Program Expense	1,460.56
	35234	Delanford Truitt	Sports Referee	110.00
	35235	Unisource Worldwide, Inc.	Maintenance Supplies	987.63
	35237	VCA Yucca Valley Animal Hospital	Veterinary Services	300.00
	35238	Verizon	Phone Service	2,864.96
	35240	Valley Independent	Printing Expense	32.27
	35241	Walmart Community	Shelter Supplies	92.86
	35242	Woods Auto Repair	Fleet Vehicle Repairs & Smog Svs.	1,234.14
	35243	Guy Wulf	Sports Referee	198.00
	35245	YV Chamber of Commerce	Joint Marketing	601.77
	35246	Local Government Commission	Annual Membership Dues	75.00
	35247	Office of the County Recorder	Filing Fee	15.00
	EFT	First Bankcard	Operating Supplies	1,286.86
	EFT	The Home Depot	Facilities Maintenance	279.05
Total 001	GENERAL FUND			\$48,248.10
100 INTERNAL SERVICE FUND				
	35186	GE Capital Corporation	Com Dev Copier Lease	\$673.71
Total 100	INTERNAL SERVICE FUND			\$673.71
200 DEPOSITS FUND				
	35180	FedEx	Delivery Service	\$24.31
	35185	Duane Gasaway	Engineering Services	175.00
	35193	Hi-Desert Publishing	Advertising	143.36
	35207	NRO Engineering	Engineering Services	747.50
Total 200	DEPOSITS FUND			\$1,090.17

Town of Yucca Valley
Warrant Register
September 8, 2011

Fund	Check #	Vendor	Description	Amount
509 COPS-SLESF FUND	35239	Verizon Wireless	Sheriff's Office Phone Svs.	\$76.02
Total 509 COPS-SLESF FUND				\$76.02
513 AB2928-STATE CONSTRUCTION GRANT FUND	35185	Duane Gasaway	Engineering Services	\$250.00
Total 513 AB2928-STATE CONSTRUCTION GRANT FUND				\$250.00
514 AB2928 - TCRP FUND	35207	NRO Engineering	Engineering Services	\$460.00
Total 514 AB2928 - TCRP FUND				\$460.00
515 GAS TAX	35159	AlSCO/American Linen, Inc.	Street Uniforms Service	\$53.82
	35168	Carquest Auto Parts	Street Equipment Maintenance	61.14
	35196	Johnson Power Systems	Fleet Tractor Supplies	2,580.03
	35203	Matich Corporation	Navajo & Palm Project	21,427.04
	35232	Superior Ready Mix	Jan 2010 Storm Repair Project	548.68
	35236	United Rentals, Inc.	Water Truck Rental	1,840.54
	35244	Yellowmart	Safety Equipment	150.00
Total 515 GAS TAX FUND				\$26,661.25
522 MEASURE I MAJOR ARTERIAL FUND	35207	NRO Engineering	Engineering Services	\$805.00
	35185	Duane Gasaway	Engineering Services	150.00
	35217	RBF Consulting	SR 62 Widening Project	14,300.27
Total 522 MEASURE I MAJOR ARTERIAL FUND				\$15,255.27
523 MEASURE I - LOCAL ROADS FUND	35158	Aleshire & Wynder, LLC	July 2011 Professional Svs.	\$3,362.01
Total 523 MEASURE I - LOCAL ROADS FUND				\$3,362.01
524 MEASURE I - 2010-2040 FUND	35185	Duane Gasaway	Engineering Services	\$264.00
	35207	NRO Engineering	Engineering Services	1,207.50
Total 524 MEASURE I - 2010-2040 FUND				\$1,471.50
527 PUBLIC LANDS FEDERAL GRANT FUND	35185	Duane Gasaway	Engineering Services	\$50.00
	35217	RBF Consulting	PLHD Project	15,568.00
Total 527 PUBLIC LANDS FEDERAL GRANT FUND				\$15,618.00
530 SAFE ROUTES TO SCHOOL FUND	35180	FedEx	Delivery Service	\$28.61
Total 530 SAFE ROUTES TO SCHOOL FUND				\$28.61
540 CA ENERGY COMMISSION - ARRA FUND	35185	Duane Gasaway	Engineering Services	\$775.00
Total 540 CA ENERGY COMMISSION - ARRA FUND				\$775.00

Town of Yucca Valley
Warrant Register
September 8, 2011

Fund	Check #	Vendor	Description	Amount
542 CMAQ FUND				
	35207	NRO Engineering	Engineering Services	\$230.00
Total 542 CMAQ FUND				<u>\$230.00</u>
		Report Total		<u><u>\$114,199.64</u></u>

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jim Schooler, Community Services Director
Date: September 15, 2011
For Council Meeting: September 20, 2011

Subject: Youth Commission Recommendation: Social Host Ordinance

Prior Council Review: In the spring of 2010, the Youth Commission made a presentation to the Council about Social Host Ordinances. The Council asked for further investigation of the subject. The 2010-11 Youth Commission followed up with a formal recommendation to the Council in May 2011 to enact a Social Host Ordinance in Yucca Valley. The Council supported the recommendation, indicating a preference for including illegal substances along with alcohol in the ordinance.

Recommendation: Introduce Ordinance No. _____,

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADDING CHAPTER 6.10 TO TITLE 6 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, IMPOSING LIABILITY ON SOCIAL HOSTS WHO ALLOW MINORS TO OBTAIN, POSSESS, OR CONSUME ALCOHOLIC BEVERAGES AND/OR ILLEGAL SUBSTANCES AT GATHERINGS

Summary: In response to social trends, peer input and personal observation, some Youth Commissioners voiced concerns over local drug abuse and underage drinking. After researching the problem with staff and community groups, the Youth Commissioners made a recommendation for enacting a local Social Host Ordinance. The Council directed staff to draft an ordinance that would provide a tool to help law enforcement to deal with the issue of accountability for providing alcohol and/or illegal substances to minors at private gatherings.

Order of Procedure:

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

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

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

Discussion:

Youth Commissioners of the 2009-2010 term expressed concern about drug use and underage drinking within the local teen community. At the end of their term, the Commissioners made a presentation to the Council and encouraged consideration of a local Social Host Ordinance. The Town Council indicated support for the concept and recommended further investigation of the subject, which was then incorporated into the Youth Commission work plan for the subsequent term. The 2010-11 Youth Commission set a goal of preparing a formal recommendation to present to the Parks, Recreation and Cultural Commission (PRCC) and Town Council.

Various professionals and community members assisted the Youth Commission with research, showing that underage drinking is closely associated with threats to the health and safety of youth, not only with drinking and driving, but also with diminished academic performance, sexual assault, fights and violence. The Commission uncovered studies indicating that the earlier a young person is exposed to alcohol the more likely they are to develop life-long drinking problems.

Despite legal prohibitions, alcohol is frequently obtained by minors, particularly at house parties hosted by adults. Some rationalize that young people will be drinking anyway and it is less harmful if they are supervised. However, the evidence indicates both of these assumptions are false.

Reducing access to alcohol is considered to be an effective strategy for prevention of alcohol abuse among teens. For this reason, laws that make the hosting of underage drinking parties illegal – also known as social host accountability laws – have increasingly come into use in states, counties and municipalities. Such laws hold the host of the party or the owner of the property responsible for disruptive behavior and/or underage drinking that is going on, regardless who provided the alcohol. This provides law enforcement personnel with the ability to issue citations without consideration of who provided the alcohol.

Social host laws have been touted as among the best practices by leading prevention and research institutions, such as the Applied Research for Community Health and Safety (ARCHS) Institute in San Bernardino, National Research Council, Institute of Medicine, and the Office of Juvenile Justice and Delinquency Prevention.

Social Host Ordinances throughout the state vary considerably in content and intent. The Youth Commission worked with staff, law enforcement personnel and the Ready, Aim Fire Coalition to review the various elements of these ordinances to determine which elements would best serve the local community. Commissioners favored a local Social Host Ordinance that would provide penalties for those who allow minors' use of illegal substances and/or alcohol at private gatherings.

At the May 3, 2011 Town Council meeting, the council members concurred with the Youth Commission recommendation and directed staff to draft an inclusive Social Host Ordinance for local consideration.

Alternatives: Introduce the ordinance, take no action and operate under the current California law, or direct staff to make modifications to the draft ordinance.

Fiscal impact: Imposition of a Social Host Ordinance in and of itself results in no fiscal impact. The ordinance provides public safety personnel with an enforcement tool to address the issue of underage drinking and use of illegal drugs.

Attachments: Social Host Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADDING CHAPTER 6.10 TO TITLE 6 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, IMPOSING LIABILITY ON SOCIAL HOSTS WHO ALLOW MINORS TO OBTAIN, POSSESS, OR CONSUME ALCOHOLIC BEVERAGES AND/OR ILLEGAL SUBSTANCES AT GATHERINGS.

The Town Council of the Town of Yucca Valley, California, ("Town") does ordain as follows:

SECTION 1. CODE AMENDED. Title 6, of the Town of Yucca Valley Municipal Code ("Municipal Code") is hereby amended to create Chapter 6.10, establishing Social Host regulations as follows:

"CHAPTER 6.10. SOCIAL HOST ORDINANCE CONCERNING CONSUMPTION OF ALCOHOLIC BEVERAGES AND/OR ILLEGAL SUBSTANCES BY MINORS.

Sections:

- 6.10.010 Findings.
- 6.10.020 Definitions.
- 6.10.030 Prohibitions.
- 6.10.040 Protected Activities.
- 6.10.050 Violation for Each Incident.
- 6.10.060 Enforcement Authority.
- 6.10.070 Enforcement Remedies and Penalties are Cumulative and Discretionary; Not Exclusive.
- 6.10.080 Criminal Penalties and Citations.
- 6.10.090 Civil Penalties.
- 6.10.100 Administrative Citations.
- 6.10.110 Severability.
- 6.10.120 Local Authority.

6.10.010 FINDINGS.

The Town Council of the Town of Yucca Valley makes the following findings concerning minors' consumption of alcoholic beverages and/or illegal substances:

Minors often obtain, possess or consume alcoholic beverages or illegal substances at gatherings held on private property under the control of a person who knows or should know of the conduct but fails to stop it.

Underage consumption of alcoholic beverages and use of illegal substances pose an immediate threat to the public health, safety and welfare in that such activities are known to increase alcohol and drug abuse by minors, physical altercations, violent crimes including rape and other sexual offenses, accidental injury, neighborhood vandalism and excessive noise disturbance, all of which may require intervention by local law enforcement and other emergency response personnel.

Law enforcement and other emergency personnel responses to disturbances involving underage consumption of alcoholic beverages and use of illegal substances at gatherings frequently require the use of extensive resources. Further, when these personnel respond to such disturbances, it limits their ability to respond to other service calls in the community, thereby placing the community at increased risk. Law enforcement and other emergency personnel are not currently reimbursed for their expenses when called to disturbances involving underage consumption of alcoholic beverages and/or illegal substances at gatherings.

The prohibitions found in this chapter are reasonable and expected to deter consumption of alcoholic beverages and illegal substances by minors by holding persons responsible who encourage, and are aware of or should be aware of, the illegal consumption of alcoholic beverages and the use of illegal substances by minors, but fail to take reasonable steps to prevent it.

6.10.020 DEFINITIONS.

The following definitions shall apply to this chapter:

"Alcoholic Beverage." Alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, and which contains one-half of 1 percent or more of alcohol by volume and which is fit or used for beverage purposes either alone or when diluted, mixed, or combined with other substances.

"Enforcement Services." The actual amount of time spent by law enforcement, code enforcement, fire or other emergency response personnel in responding to, or in remaining at, or returning from a gathering at which a minor obtains, possesses or uses alcoholic beverages and/or illegal substances including, but not limited to, the salaries and benefits of these personnel, the actual cost of medical treatment incurred by these personnel, administrative costs attributable to the incident, the cost of repairing or replacing any damaged Town property, and any other allowable costs related to the enforcement of this chapter.

"Gathering." A party, event or other group of two or more persons who have assembled or are assembling for a social occasion or other activity on private property.

"Illegal Substances" means a drug or substance whose possession and use are regulated under the Controlled Substances Act, Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 (Pub.L. 91-513, 84 Stat. 1236, enacted October 27, 1970, codified at 21 U.S.C. § 801 *et. seq.*) Such term does not include any drug or substance for which the individual found to have consumed such substance has a valid prescription issued by a licensed medical practitioner authorized to issue such a prescription.

"Juvenile." Any person under the age of eighteen years.

"Legal Guardian." A person who is legally vested with the power and charged with the duty of taking care of a juvenile.

"Minor." Any person under the age of 21 years.

"Parent." Any person who is a natural parent, an adoptive parent, a foster parent, a step-parent, or who acts in loco parentis for a juvenile.

"Private Property." A private residence, where one actually lives or has his or her home, or any other privately-owned land, including vacant land or any appurtenances or structures on the land, in the unincorporated area of the Town.

"Social Host." Any of the following:

- a) The person or persons who owns, rents, or is otherwise in charge of private property where a gathering takes place where one or more minors consume one or more alcoholic beverages and/or illegal substances;
- b) The person or persons authorizing the use of private property for a gathering where one or more minors consume one or more alcoholic beverages and/or illegal substances;
or
- c) The person or persons who organized a gathering where one or more minors consume one or more alcoholic beverages and/or illegal substances.

6.10.030 PROHIBITIONS.

It is the duty of a social host who knowingly hosts, permits, or allows a gathering on the property to take all reasonable steps to prevent

the consumption of alcoholic beverages and illegal substances by any minor at the gathering. Reasonable steps include, but are not limited to, (i) controlling access to alcoholic beverages and illegal substances, (ii) controlling the quantity of alcoholic beverages and illegal substances present at the gathering, (iii) verifying the age of each person attending the gathering by inspecting each person's driver's license or other government-issued identification card and (iv) supervising the activities of minors at the gathering.

No social host shall allow a gathering to take place or continue on his/her private property if a minor at the gathering obtains, possesses, or consumes any alcoholic beverage and the social host knows or reasonably should know, that the minor has obtained, possesses, or is consuming alcoholic beverages and/or illegal substances at the gathering.

No social host shall allow a gathering to take place or continue on his/her private property if a minor at the gathering obtains, possesses, or consumes any alcoholic beverage, when the social host has not taken all reasonable steps to prevent the consumption of alcoholic beverages and the use of illegal substances by any minor at the gathering.

6.10.040 PROTECTED ACTIVITIES.

This chapter shall not apply to any person who provides an alcoholic beverage to a minor as permitted by Article 1, Section 4, of the California Constitution.

6.10.050 SEPARATE VIOLATIONS FOR EACH INCIDENT.

Each incident in violation of Section 6.10.030 shall constitute a separate offense and shall be punishable or actionable as set forth in this chapter.

6.10.060 ENFORCEMENT AUTHORITY.

The Town Attorney and the San Bernardino County Sheriff are authorized to administer and enforce the provisions of this chapter. The Town Attorney and the San Bernardino Sheriff may exercise any enforcement powers provided by law.

6.10.070 ENFORCEMENT REMEDIES AND PENALTIES ARE CUMULATIVE AND DISCRETIONARY; NOT EXCLUSIVE.

All remedies and penalties provided for in this chapter shall be cumulative and discretionary, and not exclusive, in accordance with this section.

6.10.080 CRIMINAL PENALTIES & CITATIONS.

Any person who violates Section 6.10.030 of this chapter is guilty of a misdemeanor and shall be punished in the same manner as provided by in chapter 1.02 of the Town of Yucca Valley Municipal Code.

Criminal citations shall be issued in the same manner and under the same authority as provided by chapter 1.02 of this code except as otherwise specified in this chapter.

6.10.090 CIVIL PENALTIES.

Pursuant to California Civil Code section 1714.1, any act of willful misconduct of a juvenile that results in injury or death to another person or in injury to the property of another shall be imputed to the parent or legal guardian having custody and control of the juvenile for all purposes of civil damages, and the parent or legal guardian having custody and control shall be jointly and severally liable with the juvenile for any damages resulting from the willful misconduct.

When a person(s) responsible for a gathering is a juvenile, the parents or legal guardian(s) of that juvenile shall be jointly and severally liable for the costs incurred for enforcement services pursuant to this chapter.

A social host shall be liable for the cost of providing enforcement services in response to a gathering in which a minor(s) has obtained, possessed, or consumed alcoholic beverages or used illegal substances. Such costs include the Town's reasonable attorneys' fees in the event of litigation.

All violations of this chapter may be subject to enforcement through the initiation of a civil action.

6.10.100 ADMINISTRATIVE CITATIONS.

As an alternative to the criminal or civil enforcement of this chapter, all violations of this chapter may be subject to enforcement through the use of administrative citations in accordance with California Government Code section 53069.4 and in the same manner and under the same authority as provided at chapter 1.04 of the Town of Yucca Valley Municipal Code.

6.10.110 SEVERABILITY.

If any provision of this chapter or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this chapter that can be given effect without the invalid

provision or application, and to this end the provisions of this chapter are severable.

6.10.120 LOCAL AUTHORITY.

No provision within this chapter shall apply where prohibited or preempted by state or federal law."

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days from the date of adoption.

SECTION 3. 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.

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 &
CONTENT

TOWN CLERK

TOWN ATTORNEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle, Deputy Town Manager
Date: September 14, 2011
For Council Meeting: September 20, 2011

Subject: South Side Neighborhood Park, Phase IA
 Contract Amendment, RHA Landscape Architects
 Authorization to Proceed with Final Design
 Authorization to Proceed with Construction Bidding
 Budget Amendment

Prior Council Review: The Town Council received a park development update at its meeting of August 16, 2011. In the park development update, staff presented an approach to the delivery of Phase IA of South Side Neighborhood Park. The Town Council directed staff to proceed with the necessary processes for construction of Phase IA, and to return to the Town Council with revised plans and cost estimates.

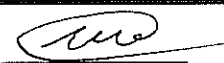


Recommendation: That the Town Council:

- 1) Approves the budget amendment appropriating funds for South Side Neighborhood Park as outlined in the Fiscal Impact section of the staff report;
- 2) Approves the conceptual plans for South Side Neighborhood Park Phase IA;
- 3) Approves an amendment to the Town's Agreement with RHA Landscape Architects authorizing the Town Manager to sign the amended agreement;
- 4) Authorizes the final design of South Side Neighborhood Park Phase IA; and
- 5) Authorizes construction bidding for Phase IA.

Executive Summary: 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 been evaluating phasing of park construction in order to deliver a significant resource to the community while not forfeiting federal grant resources. 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.

Order of Procedure:

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second

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

Discussion on Motion
Call the Question (Roll Call Vote)

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, Specifications, & Estimates (PS&E) 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.

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.

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.

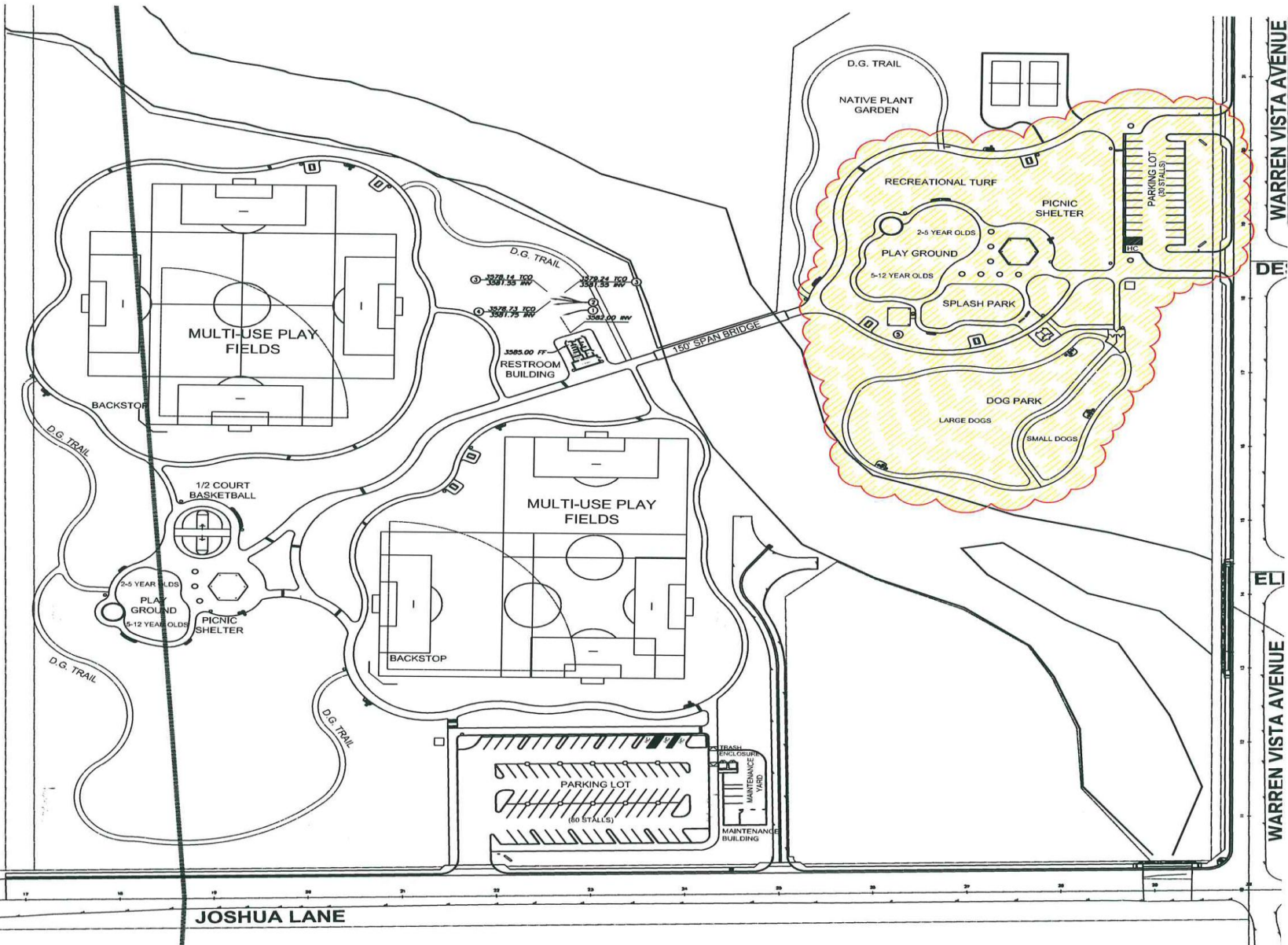
Focusing on this specific area of the Park results in several benefits to the community. First, the surrounding neighborhoods are underserved by park facilities. The closest park facilities are located at either Machris Park or at the Community Center. The playground and turf play areas will provide 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.

Staff in conjunction with the RHA Landscape Architects has value engineered Phase I A following the Town Council meeting of August 26, 2011. The Table below illustrates the original component cost estimate as originally designed, and is followed by the revised cost estimate resulting from the value engineering process.

Park Element	Cost Estimate	Revised Cost Estimate
East Parking Lot	\$359,826	\$50,144
Warren Vista Street Impr	365,125	330,625
Concrete Walk from Warren V	202,669	27,793
Tortoise Habitat Required Mitigation	216,249	115,425
Dog Park	523,490	201,620
Playground, Picnic, Splash Pad	1,556,291	369,434
Native Plant Garden	303,145	0.0
Irrigation	Included in parking lot	89,650
Sand Volleyball	52,515	0.0
CEQA	35,000	35,000
Design/Engineering		57,852
Total Phase I Area Costs	\$3,614,311	\$1,277,543

The revisions to the conceptual plans provide for a parking lot, a turf play areas, a playground with multiple play apparatus, a dog park, and walking trail around the perimeter of the improvements. A tortoise fence is also necessary along the north-west perimeter of the project based upon the Biological Assessment conducted in 2009. The Biological Assessment will be updated as part of the CEQA review process.

These improvements will provide much needed recreational facilities in the neighborhood, as well as relieving existing park facilities of incompatible use by dog owners when completed. The illustration (next page) identifies Phase IA in relationship to the currently planned complete park improvements.



Phase IA 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	

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: The recommended action includes a budget amendment appropriating the following funds for the project. In the event that Redevelopment funding is unavailable due to state actions, staff will bring back funding alternative(s) for Council consideration.

HUD EDI	\$434,160
LTF	300,000
Doran May Park DIF	25,000
County CIP	200,000
Town Park DIF	13,680
Quimby Fees	88,888
Redevelopment Funds	250,000
Total Available Funding:	\$1,311,728

Annual maintenance costs are estimated at approximately \$26,000. The Amendments to the contract with RHA result in reducing the original contract amount from \$290,715 to \$204,274.20.

Attachments: NA