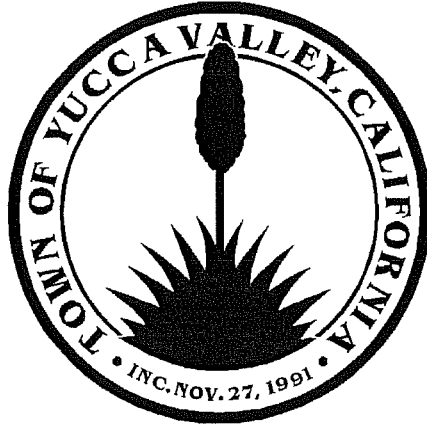


TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING



*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.*

**5:00 p.m. WORKSHOP
TUESDAY, OCTOBER 18, 2011
TOWN COUNCIL: 6:00 p.m.
YUCCA VALLEY COMMUNITY CENTER
YUCCA ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

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

* * * *

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

* * * *

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

**AGENDA
MEETING OF THE
TOWN OF YUCCA VALLEY COUNCIL
TUESDAY, OCTOBER 18, 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 Report for September 2011

Chamber of Commerce

3. Monthly Report for September 2011

APPROVAL OF AGENDA

Action: Move _____ 2nd _____ Voice Vote _____

CONSENT AGENDA

- 3-9 4. Regular Town Council Meeting Minutes of October 4, 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.

- 10-17 6. 2010-11 Purchase Order Encumbrances, Project Carryovers and 2011-12 Special Revenue Fund Budget Amendments.

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

Recommendation: Adopt the Resolution approving the 2010-11 Purchase Order Encumbrances, Project Carryovers and FY 2011-12 Special Revenue Fund Budget Amendments.

- 18-57 7. SR 62, Camino Del Cielo to Acoma, Signal Synchronization Project, Congestion Mitigation Air Quality (CMAQ) Grant, Caltrans District 8/Town of Yucca Valley-Administering Agency-Federal Master Agreement No. 08-5466R, Program Supplemental Agreement No. 008-N, Resolution

A RESOLUTION OF THE TOWN COUNCIL, TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING ADMINISTERING AGENCY-FEDERAL MASTER AGREEMENT NO. 08-5466R AND PROGRAM

SUPPLEMENTAL AGREEMENT NO. 008-N FOR THE CONGESTION MITIGATION AIR QUALITY TRAFFIC SIGNAL SYNCHRONIZATION PROJECT AND APPROVING AUTHORIZED SIGNATORS TO ALL NECESSARY AGREEMENTS AND DOCUMENTS

Recommendation: Adopt the Resolution, approving the Administering Agency-Federal Master Agreement No. 08-5466R and Program Supplemental Agreement No. 008-N, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents for the project.

- 58-59 8. Final Project Report, Community Center ADA Door Improvement Project, CDH Project No. 123-32111, Case No. 2916, Town Project No. 8955.

Recommendation: Accept the Construction of the Community Center ADA Door Improvements, Town Project No. 8955 by Paul LeMay Construction as substantially complete; authorize Town Staff to file the Notice of Completion with the County Recorder; authorize Town Staff to release the Performance Bond in the amount of \$38,640; and authorize Town Staff to release retention monies due the contractor thirty-five (35) calendar days after recordation of the Notice of Completion.

- 60-74 9. Safe Routes to School Program, Caltrans District 8/Town of Yucca Valley- Program Supplemental Agreement No. 009-N, Resolution

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING PROGRAM SUPPLEMENTAL AGREEMENT NO. 009-N FOR THE SAFE ROUTES TO SCHOOL PROJECT AND APPROVING AUTHORIZED SIGNATORS TO ALL NECESSARY AGREEMENTS AND DOCUMENTS

Recommendation: Adopt the Resolution, approving the Program Supplemental Agreement No. 009-N, authorizing the Town Manager to sign all necessary documents for the program.

- 75-82 10. Warrant Register, October 18, 2011

Recommendation: Ratify the Warrant Register total of \$476,002.96 for checks dated October 10, 2011. Ratify Payroll Registers total of \$118,268.63 for checks dated September 30, 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 4-10)(roll call vote)

Action: Move _____ 2nd _____ Roll Call Vote _____

PUBLIC HEARINGS

83-148 11. Public Facilities Development Impact Fees, Resolution

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA AMENDING AND ADOPTING AND ESTABLISHING DEVELOPMENT IMPACT FEES RELATING TO THE TOWN OF YUCCA VALLEY DEVELOPMENT IMPACT FEE SCHEDULE

Staff Report

Open Public Hearing

Close Public Hearing

Recommendation: Adopt the Resolution implementing the following actions: 1) establishes subdivision single family residential public facility development impact fees at the maximum level of \$9,081 per unit; 2) modifies the development incentive program for infill single family residential public facility development impact fees, setting the fees at \$2,568 per unit with those fees dedicated to Park facilities; 3) retains multi-family residential public facility development impact fees at \$3,600 per unit; 4) modifies the development incentive program for commercial, general office, and industrial development projects as follows:

Up to 3,000 square feet: \$1.00 per square foot

3,001 to 5,000 square feet: \$2.00 per square foot

5,001 to 10,000 square feet: \$4.00 per square foot

10,001 square feet or more: \$7.85 per square foot

and 5) Approves the public facility development impact fee levels through December 2013 or until thereafter as modified and amended by the Town Council.

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

DEPARTMENT REPORTS

- 149-160 12. SR 62/SR 247 Traffic Signal Median Island Project, Approval of Plans and Specifications, Authorization to Advertise for Construction

Staff Report

Recommendation: Approve the Plans and Specifications for the SR 62/SR 247 Traffic Signal and Median Island Project, and authorize staff to advertise the project for construction following the California Department of Transportation, Headquarters Offices, issuance of authorization to proceed.

Action: Move _____ 2nd _____ Voice Vote _____.

- 161-164 13. Appointment to Parks, Recreation and Cultural Commission

Staff Report

Recommendation: Council Member Lombardo nominate an appointment to the Parks, Recreation and Cultural Commission.

Action: Move _____ 2nd _____ Voice 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

14. Council Member Lombardo

15. Council Member Abel
16. Council Member Hagerman
17. Mayor Pro Tem Rowe
18. Mayor Huntington

ANNOUNCEMENTS

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

Next Town Council Meeting, Tuesday, November 1, 2011, 6:00 p.m.

CLOSED SESSION

CLOSING ANNOUNCEMENTS

ADJOURNMENT



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

September 2011 Summary

ADMINISTRATIVE MONTHLY REPORT

The County Fire Department responded to a total of 358 requests for assistance within our town boundaries. Division wide responses for the South Desert total in the Month of September were 643 incidents.

EMERGENCY RESPONSES

ESTIMATED FIRE LOSS (In dollars)

Total Loss	\$	132,558	Value	\$	132,558
------------	----	---------	-------	----	---------

RESPONSES OTHER THAN FIRES

Fires	11
Rupture / Explosion	0
EMS / Rescue	281
Hazardous Condition	5
Service Calls	37
Good Intent Calls	19
False Call	3
Other	2

ALARMS – ALL TYPES

Yucca Valley Response Area

TOTAL NON-FIRE RESPONSE.....	347
TOTAL FIRE RESPONSES	11
TOTAL ALARMS.....	358

Significant Events:

- Fire Loss attributed to vehicle fires and a structure fire with loss to building and contents.
- Crews trained in multi-company level drills in preparation for large-scale structure fire response.
- Yucca Mesa Community Center celebrated its 50th Year as a local association.
- Yucca Valley Elks celebrated “Fire and Law Day” with a BBQ and invitation to all personnel.



SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

COMMUNITY SAFETY

Bus Basics

Ways to Stay Safe

Approximately 400,000 yellow school buses serve American elementary and high school students. In all, about 22.5 million school-age children ride yellow school buses to and from school. After-school activities provide an estimated 5 million additional daily student rides. The American Public Transit Association also estimates that public transportation provides an additional 900 million student rides per year. This makes school transportation the single largest system of public transportation in the United States, resulting in over 94.2 billion total pupil-passenger miles per year.

Most of us can recall at least one incident in which a student was harmed from some avoidable mishap that occurred while riding or walking to the school bus. According to the National Highway Traffic Safety Administration, an average of 41 school-age children is killed in school bus-related traffic accidents each year. Numerous injuries also have occurred when riding, boarding or unloading from a school bus.

On the way to the bus:

- Be alert, arrive at your stop at least five minutes early.
- Always obey all traffic lights and signals.
- Plan to walk with schoolmates whenever possible, facing the traffic.
- When crossing streets, always cross at crosswalks and intersections.
- Look both ways before crossing the street.

At the bus stop:

- Stand back from the curb.
- Don't push or shove when entering or exiting and always use the steps and hand rail.
- Always obey the bus driver and wait for the driver's signal before crossing.
- Always cross at least 10 feet in front of the school bus.
- Never, never crawl under the bus.

When riding the bus:

- Take your seat quietly and quickly, remain seated when the bus is moving and don't get out of your seat when the bus is moving.
- Keep your feet on the floor and never ever extend your hands, arms, head or any object out the window of a bus.
- Talk in a quiet voice, be courteous to the driver and schoolmates, and try not to distract the driver through misbehavior.

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
OCTOBER 4, 2011**

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

OPENING CEREMONIES

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

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

PLEDGE OF ALLEGIANCE

Led by Mayor Huntington

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

1. Proclamation Proclaiming Fire Prevention Week

Mayor Huntington read and presented the Proclamation, proclaiming the week of October 9-15, 2011 as Fire Prevention Week, to Chief Bush.

2. Longevity Awards

Pulled from Agenda

APPROVAL OF AGENDA

Council Member Abel commented there was some discussion regarding the Social Host Ordinance and whether or not it had to be re-read and re-introduced. Town Manager Nuaimi advised that there was a typographical error that was corrected and does not require reintroduction.

Council Member Rowe moved to approve the agenda. Council Member Abel seconded. Motion carried 3-0-2 on a voice vote.

CONSENT AGENDA

3. Approve, Regular Town Council Meeting Minutes of September 20, 2011 as presented.

- 4. **Waive**, further reading of all ordinances (if any in the agenda) and read by title only.
- 5. **Authorize**, Town Staff to solicit informal bids from three vendors for the purchase and installation of the FY 2010 Homeland Security Grant Program (HSGP) security equipment, and to waive the formal bidding procedures finding that the established procedures (Chapter 3.12) would be impractical for this purchase.
- 6. **Adopt**, Ordinance No. 232, 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

- 7. **Ratify**, Warrant Register total of \$362,515.95 for checks dated September 22, 2011, **Ratify**, Payroll Registers total of \$167,164.90 for checks dated September 12, 2011.

Curt Duffy, Yucca Valley, spoke in favor of the ordinance and commented that property rights are not absolute.

Council Member Rowe moved to adopt Consent Agenda Items 3-7. Council Member Abel seconded. Motion carried 3-0-2 on a roll call vote.

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

DEPARTMENT REPORTS

- 8. **Community Development Block Grant Funds, Community Center Playground Improvement & Splash Park, Authorization to Bid for Design Services.**

Deputy Town Manager Stueckle advised the recommendation is that the Council authorize release of the Request for Qualifications/Request for Proposals (RFQ/RFP) for design services for the Community Center Playground Improvement and Splash Park project. The Council previously allocated two years of CDBG funds to the renovation of the Community Center playground, including the addition of a splash park amenity to the facility. Currently a total of \$297,064 has been appropriated for the project, and it is anticipated that approximately 2 additional years of funding will be necessary to complete the project.

Ramon Mendoza, Yucca Valley, expressed concern regarding water usage, and the fact that some of the existing playground equipment is being replaced because it does not meet current standards.

Deputy Town Manager Stueckle advised the design of the park will include recycling the water, so use would be a matter of evaporation, and advised that equipment is required to be upgraded due to changes in standards.

Council Member Abel commented that the Town is monitored on a semi regular basis to check the state of our play equipment. Regulations are always changing so there is no guarantee of a 15 year lifespan if there is a change in those standards. Deputy Town Manager Stueckle advised that there are several pieces that need changing due to changes in standards. He noted the design process for the park will include detailed line item construction costs, and there is always an option of changing or modifying features of a public works project to enlarge, reduce, change style, etc. so we have flexibility throughout the design of the project.

Council Member Rowe commented the original estimation of time for full use of CDBG funds was 3 years and then we used one year for Code Compliance. Town Manager Nuaimi commented the project was paused to finalize funding. We have allocated 2 years of CDBG funds and will bring forward a financing strategy based on what the State does with RDA.

Mayor Huntington stated we have \$297,000 for the project now and questioned if there is an estimate of how much the engineering and design costs are going to be. Deputy Town Manager Stueckle advised approximately \$40,000 to \$45,000

Council Member Rowe moved to authorize the release of the Request for Qualifications/Request for Proposals (RFQ/RFP) for design services for the Community Center Playground Improvement & Splash Park project. Council Member Abel seconded. Motion carried 3-0-2 on a voice vote with Council Member Hagerman and Lombardo absent.

9. SR 62/SR 247 Traffic Signal Median Island Project, Approval of Plans and Specifications, Authorization to Advertise for Construction

Deputy Town Manager Stueckle gave the staff report retained in the project files and displayed a PowerPoint presentation during the discussion. Traffic volumes and lack of controlled turning movements north and south on SR 62/247 have resulted in increased delay at the intersection as well as continuous vehicle turning conflict. The Town had requested Caltrans approval for controlled turning movements, but the warrants could not be satisfied. Following multiple requests, Caltrans authorized installation of

controlled turning movements conditioned upon construction of raised median islands on SR 247 and Joshua Lane. Caltrans established the minimum raised median island length on SR 247 and the Town has control after a minimum of 200' of raised median island on Joshua Lane. Staff recommends alternative 2 with the raised median island on Joshua Lane potential terminating at the alley separating Chase Bank from Courtyard Commercial. The alternative provides sufficient distance from the 62/247 intersection to avoid vehicles "stacking" into the intersection, reduces conflict points by 53% and satisfies Caltrans requirements.

Richard Harlan, Yucca Valley, commented regarding the need for street signs at the intersection.

Mark Miller, Yucca Valley, expressed concern that if the outer highway access is blocked east bound off SR 62 people will find other alternatives, and recommended that construction of the medians be delayed until the traffic studies are done in the General Plan.

Ramon Mendoza, Yucca Valley, commented the area has been a problem since incorporated and it is time to take look at the bigger picture. Whatever we do needs to include both the business community and the safety of the public.

Mayor Huntington advised that Bob Dunn not wish to speak but submitted a slip registering that he is in favor of the staff recommendation.

Steve Naylor, Yucca Valley, expressed concern about creating another traffic problem to solve one problem.

Deputy Town Manager Stueckle commented the replacement of the signs is part of the Town's efforts. He noted the outer highways were designed in the 50's and 60's, and would not be constructed today. We are dealing with an antiquated circulation system and trying to make best fit for the needs of community. Staff would like to be able to build a complete project and address all problems at one time but we don't have funding for that and need to take incremental steps.

Council Member Abel requested a response to the idea of holding the project until further study and completion of the General Plan. Deputy Town Manager Stueckle advised that the General Plan process is 2 years, a typical project takes another 18 months to get approval from Caltrans, then 6 to 9 months to bid. He noted the Town has received federal dollars for the median islands and traffic signal components for this project and would potentially lose those funds if we wait that long. Town Manager Nuaimi added we currently have 214 turning conflicts with the configuration as it is, and we have stacking issues on the highway. Holding off is a detriment to an existing condition on the highway.

Mayor Huntington questioned if making the west end of the outer highway at Joshua Lane a cul-de-sac and adding highway access midblock will change this recommendation. Deputy Town Manager Stueckle stated that he does not believe it will, and does not see the configuration at Joshua Lane being significantly different than what is proposed. He added if the other needs are met, there will probably be midblock access at some point.

Council Member Rowe expressed discomfort with not having something in writing from Caltrans regarding the mid-block access. Deputy Town Manager Stueckle advised that getting something in writing will require plan submittal which will take a little bit of time to develop. Town Manager Nuaimi cautioned about trying to tie those two different projects together, noting that conditioning one on the other could start a snowball effect on the environmental scope of the project. Council Member Rowe commented regarding the fact that much of our sales tax comes from people outside the Town and expressed concern that people will not double back to go to the businesses on the outer highway.

Council Member Abel stated he is not in favor of moving the item forward with two of the Council Members absent.

Mayor Huntington stated he is in favor of the recommendation and moved to approve the Plans and Specifications for the SR 62/SR 247 Traffic Signal and Median Island Project, and authorize staff to advertise the project for construction following the California Department of Transportation, Headquarters Offices, issuance of authorization to proceed with the project. Motion died for lack of a second.

Town Manager Nuaimi commented that, any time you have a discussion about the alteration of current traffic patterns someone will be disrupted. We are trying to address the problem of 214 conflicts and stacking issues.

Council Member Rowe commented she is all for public safety and the issue has to be mitigated, but she does not see a problem with waiting for 2 weeks.

Council Member Abel stated that public safety comes first, but he would feel much more comfortable looking at it again with a full Council in attendance.

POLICY DISCUSSION

FUTURE AGENDA ITEMS

PUBLIC COMMENT

Ramon Mendoza, Yucca Valley, commented regarding the proposed dog park and need to use artificial turf.

Sarann Graham, Yucca Valley, advised the Gourd Art Festival will be the 1st weekend in November.

Richard Harlan, Yucca Valley, commented regarding street signs on the highway and suggested metal signs rather than internally lit signs.

Tim Humphreville, Yucca Valley, commented a new sign ordinance could be a big help for business. The problems with the outer highway could be resolved if there could be improved signage.

STAFF REPORTS AND COMMENTS

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

10. Council Member Lombardo

Absent

11. Council Member Abel

Commented regarding Fire Prevention Week, and reminded everyone of the need to add carbon monoxide detectors.

Commented regarding the Starry Nights festival noting that staff did a wonderful job.

Commented he would like to see the SR 62/247 issue back on the agenda as soon as possible.

12. Council Member Hagerman

Absent

13. Mayor Pro Tem Rowe

Reported regarding attendance at the League of California Cities Annual Conference.

14. Mayor Huntington

Reported regarding attendance at the League Conference.

Reported regarding the upcoming Archaeopalooza at the Community Center on October 15th, The Great Shake Out, October 20th, the upcoming Highway Art Tour, and the kickoff of Red Ribbon Week on October 24th.

ANNOUNCEMENTS

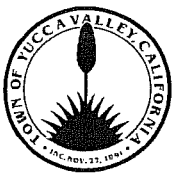
Next Town Council Meeting, Tuesday, October 18, 2011, 6:00 p.m.

ADJOURNMENT

There being no further business the meeting was adjourned at 7:05 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: October 11, 2011
For **Council** October 18, 2011
Meeting:

Subject: 2010-11 Purchase Order Encumbrances, Project Carryovers and 2011-12 Special Revenue Fund Budget Amendments

Recommendation: Adopt the Resolution approving the 2010-11 Purchase Order Encumbrances, Project Carryovers and FY 2011-12 Special Revenue Fund Budget Amendments identified in this report.

Order of Procedure:

- Staff Report
- Public Comment
- Council Discussion
- Motion/Second
- Discussion on Motion
- Roll Call Vote (Consent)

Discussion: The encumbrances and projects identified in the attached schedule (Exhibit "A") represent expenditures that were authorized and approved, but not completed or invoiced as of June 30. The most common example would be for a purchase order issued but outstanding as of the end of the fiscal year. Another example would be the authorization of a capital project that has been planned and budgeted for, but not yet initiated or completed.

The approval of the encumbrance schedule will transfer the authorized amount from the fiscal year 2010-11 budget to the current fiscal year 2011-12 budget. Due to the fact that these funds were not expended in the prior fiscal year, there is no net impact on total expenditures. This process simply moves the expenditure authorization from one fiscal year to the next.

Secondly, attached for the Council's review are the updated budgets for the Town's Transportation Congestion Relief Construction (513), Local Transportation Fund (516), CEC ARRA (540), and CDBG (560) special revenue funds (Exhibit "B"). These special revenue funds are used to account for the proceeds derived from specific revenue

Reviewed By:


Town Manager


Town Attorney


Admin Services


Dept Head

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

sources which are legally restricted to expenditures for specified purposes. To assist in the day to day administration of these special revenue funds, staff has reconciled each fund to the 2010-11 fiscal year end balance, updated the projected FY 2011-12 revenue sources, and specified the individual project budgets in each of the funds.

Alternatives: None.

Fiscal impact: Total requested general fund and special revenue fund carryovers are \$752,497. The changes primarily affect the year in which the expenditures are planned.

Attachments:

Resolution

Exhibit A – Encumbrance and Project Carryover listing

Exhibit B – FY 2011-12 Special Revenue Fund Budgets

RESOLUTION NO. 11-

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

WHEREAS, the Town Council of the Town of Yucca Valley has adopted a budget for the Town's 2011-12 fiscal years; and

WHEREAS, amendments are required to reflect changes in appropriations from the original adopted budget.

NOW, THEREFORE, THE TOWN COUNCIL resolves as follows:

1. A total of \$752,497 is appropriated as reflected in Exhibit "A" to cover amounts encumbered during the 2010-11 fiscal year within the Town's General Fund (001), and Special Revenue Funds as identified.
2. The Fiscal Year 2011-12 Special Revenue funds are amended as reflected in Exhibit "B".

APPROVED AND ADOPTED THIS 18th day of October 2011.

MAYOR

ATTEST:

TOWN CLERK

Exhibit "A"

**Town of Yucca Valley
Fiscal Year 2010-11
Proposed Carryover Listing**

Encumbrance Detail

Vendor/Project	Description of Services	Amount	Account
General Fund 001			
Hogle-Ireland	Development Code Update	\$137,000	001 50 50 8100 8012 000
Vendor TBD	Transition Assistance	9,000	001 10 11 8103 4055 000
The Planning Center	Prof Svcs - General Plan Update	450,000	001 50 50 8100 8014 000
	Subtotal General Fund	<u>596,000</u>	
TCRP - Const. 513			
Vendor TBD	SR62/TCRP Phase II	<u>60,209</u>	513 55 59 8310 8327 200
	Subtotal LTF Fund	60,209	
LTF - 516			
Vendor TDB	Fortuna Ave	<u>20,000</u>	516 55 59 8310 8351 000
	Subtotal Prop 1B Fund	20,000	
EECBG - 540			
Vendor TDB	EECBG - Project	<u>9,626</u>	540 00 00 7110 0000 000
	Subtotal Prop 1B Fund	9,626	
CDBG - 560			
Various	Community Center ADA Doors Project	<u>66,662</u>	540 00 00 7110 0000 000
	Subtotal Prop 1B Fund	66,662	
Total Proposed Carry-over Funds		<u><u>\$752,497</u></u>	

Town of Yucca Valley
 Operating Budget
 FY 2011-12

	Actual 2009-10	Adopted 2010-2011	Actual 2010-11	Adopted 2011-12	2012-13	Forecast 2013-14	2014-15
513 - AB2928 TCRP - Construction							
RECEIPTS							
State Reimbursement	\$ 157,837	\$ 565,000	\$ 208,774	\$ 2,029,281	\$ -	\$ -	\$ -
TOTAL RECEIPTS	157,837	565,000	208,774	2,029,281	-	-	-
EXPENDITURES							
Indirect Cost		2,000	6,778	2,000	2,000	-	-
Prof Services-Street Sweeping							
TOTAL EXPENDITURES	-	2,000	6,778	2,000	2,000	-	-
CAPITAL OUTLAY							
Work in Progress	242,070	565,000	142,363	2,872,637	51,624	-	-
TOTAL CAPITAL OUTLAY	242,070	565,000	142,363	2,872,637	51,624	-	-
OPERATING TRANSFERS IN (OUT)							
Transfer IN - Fund 526	-	-	-	899,500	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)	-	-	-	899,500	-	-	-
INCREASE (DECREASE) IN FUND BALANCE							
	(84,233)	(2,000)	59,633	54,144	(53,624)	-	-
BEGINNING FUND BALANCE							
	49,226	(35,007)	(35,007)	24,626	78,770	25,146	25,146
ENDING FUND BALANCE							
	\$ (35,007)	\$ (37,007)	\$ 24,626	\$ 78,770	\$ 25,146	\$ 25,146	\$ 25,146

Work In Progress Detail		Actual 2009-10	Adopted 2010-2011	Actual 2010-11	Adopted 2011-12	2012-13	Forecast 2013-14	2014-15
Project	Account							
R62/TCRP Phase 1	513 55-59 8310 8327-100	79,402				-	-	-
R62/TCRP Phase 2	513 55-59 8310 8327-200	162,667	450,000	130,504	319,496	-	-	-
R62/TCRP Phase 3	513 55-59 8310 8327-300		115,000	11,859	103,141	-	-	-
R62/TCRP Phase 4	513 55-59 8310 8327-400				2,450,000	51,624	-	-
TCRP Construction Phase								
		242,070	565,000	142,363	2,872,637	51,624	-	-

Town of Yucca Valley
 Operating Budget
 FY 2011-12

	Actual 2009-10	Adopted 2010-2011	Actual 2010-11	Adopted 2011-12	2012-13	Forecast 2013-14	2014-15
516 - LTF							
RECEIPTS							
Revenue	\$ 59,340	\$ 40,000	\$ 112,723	\$ 95,000	\$ 75,000	\$ 75,000	\$ 75,000
Interest	3,358	2,500	2,013	1,800	1,000	1,200	1,500
TOTAL RECEIPTS	62,698	42,500	114,736	96,800	76,000	76,200	76,500
EXPENDITURES							
Indirect Cost	-	-	6,788	-	-	-	-
Professional Services	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	6,788	-	-	-	-
CAPITAL OUTLAY							
Work in Progress	288,446	133,750	9,085	130,000	-	-	-
TOTAL CAPITAL OUTLAY	288,446	133,750	9,085	130,000	-	-	-
OPERATING TRANSFERS IN (OUT)							
Transfer OUT - Fund 527	-	(312,120)	-	(312,120)	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)	-	(312,120)	-	(312,120)	-	-	-
INCREASE (DECREASE) IN FUND BALANCE	(225,748)	(403,370)	98,863	(345,320)	76,000	76,200	76,500
BEGINNING FUND BALANCE	652,153	426,405	426,405	525,268	179,948	255,948	332,148
ENDING FUND BALANCE	\$ 426,405	\$ 23,035	\$ 525,268	\$ 179,948	\$ 255,948	\$ 332,148	\$ 408,648

Work In Progress Detail

Project	Account	Actual 2009-10	Adopted 2010-2011	Actual 2010-11	Adopted 2011-12	2012-13	Forecast 2013-14	2014-15
Street Engineering Prof Serv	516 55-59 7117 0000	-	-	-	15,000	-	-	-
Town Wide Street Striping	516 55-59 8310 8326	-	-	-	-	-	-	-
SR62 TCRP shelf ready design	516 55-59 8310 8327	-	-	-	-	-	-	-
Town Wide Slurry Seal	516 55-59 8310 8340	286,571	-	6,738	60,000	-	-	-
Del Monte Overlay	516 55-59 8310 8344	1,875	78,750	2,347	-	-	-	-
Fortuna	516 55-59 8310 8351	-	20,000	-	20,000	-	-	-
South Side Design - Traffic	516 55-58 8310 8518	-	35,000	-	-	-	-	-
Standard Drawings Project	516 55-58 8310 8380	-	-	-	35,000	-	-	-
		288,446	133,750	9,085	130,000	-	-	-

Town of Yucca Valley
Operating Budget
FY 2011-12

	Actual 2009-10	Adopted 2010-2011	Actual 2010-11	Adopted 2011-12	2012-13	Forecast 2013-14	2014-15
540 - CEC - ARRA							
RECEIPTS							
ECCBG Grant	\$ -	\$ 115,000	\$ -	\$ 115,000	\$ -	\$ -	\$ -
CA Energy Commission Loan	-	65,000	-	65,000	-	-	-
SCE Incentives	-	-	-	-	-	-	-
Interest	-	-	35	-	-	-	-
TOTAL RECEIPTS	-	180,000	35	180,000	-	-	-
EXPENDITURES							
TOTAL EXPENDITURES	-	-	-	-	-	-	-
CAPITAL OUTLAY							
Work in Progress	50	200,000	10,374	189,626	-	-	-
TOTAL CAPITAL OUTLAY	50	200,000	10,374	189,626	-	-	-
OPERATING TRANSFERS IN (OUT)							
Transfer IN - Fund 800	-	-	20,000	-	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)	-	-	20,000	-	-	-	-
INCREASE (DECREASE) IN FUND BALANCE							
	(50)	(20,000)	9,661	(9,626)	-	-	-
BEGINNING FUND BALANCE	-	(50)	(50)	9,611	(15)	(15)	(15)
ENDING FUND BALANCE	\$ (50)	\$ (20,050)	\$ 9,611	\$ (15)	\$ (15)	\$ (15)	\$ (15)

Work In Progress Detail		Actual 2009-10	Adopted 2010-2011	Projected 2010-11	Adopted 2011-12	2012-13	Forecast 2013-14	2014-15
Project	Account							
CCBG Professional Services	540 00-00 7110 000	-	20,000	10,374	9,626	-	-	-
CCBG Energy Grant	540 00-00 8310 5401	50	115,000	-	115,000	-	-	-
CCBG Energy Loan	540 00-00 8310 5421	-	65,000	-	65,000	-	-	-
		50	200,000	10,374	189,626	-	-	-

Town of Yucca Valley
 Operating Budget
 FY 2011-12

	Actual 2009-10	Adopted 2010-2011	Actual 2010-11	Adopted 2011-12	2012-13	Forecast 2013-14	2014-15
560 - CDBG							
RECEIPTS							
Contingency	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
County Reimbursement	86,143	153,295	153,295	423,459			
Third District Revenue - HOME Funds	-	-	-	-	-	-	-
TOTAL RECEIPTS	86,143	153,295	153,295	423,459	-	-	-
EXPENDITURES							
Indirect Cost	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
CAPITAL OUTLAY							
Work in Progress	76,320	151,564	76,070	423,459	-	-	-
TOTAL CAPITAL OUTLAY	76,320	151,564	76,070	423,459	-	-	-
OPERATING TRANSFERS IN (OUT)							
Transfer OUT (001)	-	-	-	(126,395)	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)	-	-	-	-	-	-	-
INCREASE (DECREASE) IN FUND BALANCE							
	9,824	1,731	77,225	-	-	-	-
BEGINNING FUND BALANCE							
	(57,898)	(48,074)	(48,074)	29,151	29,151	29,151	(46,343)
ENDING FUND BALANCE							
	\$ (48,074)	\$ (46,343)	\$ 29,151	\$ 29,151	\$ 29,151	\$ 29,151	\$ (46,343)

Work in Progress Detail

Project	Account	Actual 2009-10	Adopted 2010-2011	Actual 2010-11	Adopted 2011-12	2012-13	Forecast 2013-14	2014-15
Project	Account							
MB Adult Health-Reroof Patio	560 00-00 8310 8954	62,207	-	-	-	-	-	-
TYV-ADA Doors- CC	560 00-00 8310 8955	272	76,070	9,408	66,662	-	-	-
TYV-Lighted Tennis Jacob's Park	560 00-00 8310 8956	10,747	-	-	-	-	-	-
B & G Club - Teen Center HOME	560 00-00 8310 8960	3,094	-	-	-	-	-	-
Playground Impv/Splash Park	560 00-00 8310 8961	-	63,600	-	297,064	-	-	-
Contingency	560 00-00 8310 9999	-	11,894	-	-	-	-	-
Code Enforcement	560 00-00 8310 8888-012	-	-	-	126,395	-	-	-
		76,320	151,564	9,408	490,121	-	-	-

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle, Deputy Town Manager
Date: October 11, 2011
For Council Meeting: October 18, 2011

Subject: Resolution No. 11-
SR 62, Camino del Cielo to Acoma, Signal Synchronization Project
Congestion Mitigation Air Quality (CMAQ) Grant
Caltrans District 8/Town of Yucca Valley-
Administering Agency-Federal Master Agreement
No. 08-5466R
Program Supplemental Agreement No. 008-N

Prior Council Review: The Town Council appropriated funds for this project with the adoption of the FY 2011/2012 Capital Projects Budget.

Recommendation: That the Town Council adopts the Resolution, approving the Administering Agency-Federal Master Agreement No. 08-5466R and Program Supplemental Agreement No. 008-N, authorizing the Town Manager to sign all necessary documents for the project.

Executive Summary: The Town received an allocation of \$218,312 in CMAQ funds for the synchronization of the traffic signals on SR 62 between Camino del Cielo and Acoma Trail. Because CMAQ funds are federal, Caltrans District 8, Office of Local Assistance, administers all federally funded transportation projects within the District. The Agreements are a necessary component of eligibility in order to access and expend those federal resources.

Order of Procedure:

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

Reviewed By:  Town Manager  Town Attorney  Mgmt Services  Dept Head

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

Discussion: The grant funded project on SR 62, between Camino del Cielo and Acoma Trail, provides funds to interconnect the following traffic signals.

SR 62 @ Camino del Cielo
SR 62 @ Kickapoo Trail
SR 62 @ Pioneertown Road/Deer Trail
SR 62 @ Acoma

Additionally, the traffic signal to be constructed with the PLHD project at SR 62 and Church Street in calendar year 2012, will be connected to the synchronization system at the time of construction.

The Agreements establish the requirements and standards under which the Town must proceed in order to be reimbursed for project expenditures.

Alternatives: Staff recommends no alternative action. Approval of the agreements is necessary to move forward with the project.

Fiscal impact: A total of \$218,312 in CMAQ funds are authorized for this project. The \$50,000 identified in the backup materials to this staff report are available for the preparation of plans, specifications and estimates for the project.

Attachments: Resolution No. 11-
Administering Agency-Federal Master Agreement
No. 08-5466R
Program Supplemental Agreement No. 008-N
Project Schedule

RESOLUTION NO. 11-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING ADMINISTERING AGENCY-FEDERAL MASTER AGREEMENT NO. 08-5466R AND PROGRAM SUPPLEMENTAL AGREEMENT NO. 008-N FOR THE CONGESTION MITIGATION AIR QUALITY TRAFFIC SIGNAL SYNCHRONIZATION PROJECT AND APPROVING AUTHORIZED SIGNATORS TO ALL NECESSARY AGREEMENTS AND DOCUMENTS

WHEREAS, the Town of Yucca Valley received an allocation of Congestion Mitigation Air Quality funds for a traffic signal synchronization project; and

WHEREAS, the Town desires to proceed with the design and construction of the traffic signal synchronization project; and

WHEREAS, the Town is required to enter into agreements in order to access and expend the grant resources for project development, design, and construction; and

WHEREAS, the Town is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, THE Town wishes to delegate authorization to execute these agreements and any amendments thereto to the Town Manager to be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

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

Section 1. The Town Council approves the Administering Agency-Federal Master Agreement No. 08-5466R and Program Supplemental Agreement No. 008-N.

Section 2. The Town Manager is authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation for Administering Agency-Federal Master Agreement No. 08-5466R and Program Supplemental Agreement No. 008-N.

APPROVED AND ADOPTED THIS 18th DAY OF OCTOBER, 2011.

MAYOR

ATTEST:

TOWN CLERK

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3151
Fax (916) 653-7621



September 24, 2011

File : 08-SBD-62-YUCV
CMLN-5466(019)
SR62 - BETWEEN CAMINO DEL
CIELO AND ACOMA TRAIL

Mr. Joseph Glowitz
Director of Public Works
Town of Yucca Valley
58928 Business Center Drive
Yucca Valley, CA 92284

Attn: Mr. Duane Gasaway

Dear Mr. Glowitz:

Enclosed are two originals for both the Administering Agency-Federal Master Agreement No. 08-5466R, and Program Supplement Agreement No. 008-N for the above-referenced project.

The Master Agreement has been revised to incorporate the various changes in regulations and policies.

Please sign both copies of these two Agreements and return them to this office, Office of Local Assistance - MS1 within 90 days from the date of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the official authorized to execute the agreements. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

for

RAY ZHANG, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(08) DLAE - Savat Khamphou

RECEIVED

SEP 26 2011

TOWN OF YUCCA VALLEY
COMMUNITY DEVELOPMENT

PROGRAM SUPPLEMENT NO. N008
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-5466 *R*

Adv Project ID 0800020446 **Date:** August 31, 2011
Location: 08-SBD-62-YUCV
Project Number: CMLN-5466(019)
E.A. Number: 08-0G0634
Locode: 5466

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

SR62 - BETWEEN CAMINO DEL CIELO AND ACOMA TRAIL

TYPE OF WORK: Signal Synchronization of 4 traffic signals **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	L40E		LOCAL	OTHER
\$50,000.00		\$50,000.00	\$0.00	\$0.00

CITY OF YUCCA VALLEY

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *[Signature]* **Date** *8/31/11* **\$50,000.00**

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLEMENT AND CERTIFICATION FORM
PSCF (REV. 01/2010)

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 8/31/2011	PROJECT NUMBER: 0800020446
REQUISITION NUMBER / CONTRACT NUMBER: RQS-2660-08120000068-1		

FROM: Department of Transportation

SUBJECT: Encumbrance Document

VENDOR / LOCAL AGENCY: CITY OF YUCCA VALLEY

\$50,000.00
PROCUREMENT TYPE: Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
712	2010	2660-102-890	2010-2011	20.30.010.820	2620 / 0400	\$50,000.00
TOTAL CONTRACT AMOUNT						\$50,000.00

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

3. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).

SPECIAL COVENANTS OR REMARKS

5. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

6. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

08 Town of Yucca Valley

District Administering Agency

Agreement No. 08-5466R

This AGREEMENT, is entered into effective this _____ day of _____, 2011, by and between the Town of Yucca Valley, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE, and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs. These transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Program (TE), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP) (collectively the "PROGRAMS"); and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal-funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for federal-aid projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE or the Federal Highway Administration (FHWA).
3. The E-76/E-76(AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these Federal Funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of Federal Funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, State and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no Further Federal funds are

needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty(180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from Federal Funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide

orderly, timely and efficient relocation of PROJECT- displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, shall also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of the AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of Federal Funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of participating PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. Invoices must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An Indirect Cost Rate Proposal and Central Service Cost Allocation Plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for federal reimbursement.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess Federal Funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all Federal Funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of Federal Funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of Federal Funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-Federal Funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with Federal Funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal Funds encumbered for PROJECT are available for liquidation for a period of seven (7) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless an Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

20. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse moneys due STATE within thirty 30 days of demand, or within such other period as may be agreed in writing between the PARTIES hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.

21. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.

6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of ARTICLE IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS, and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI -FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. 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 AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party 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.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all State funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.

2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.

4. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.

5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or FTA that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.

9. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Town of Yucca Valley

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Town of Yucca Valley
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 es seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

SAMPLE BLANKET RESOLUTION

Following is a sample language you could include in your blanket resolution

WHEREAS, the (agency name) is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed and

WHEREAS, the City/County wishes to delegate authorization to execute these agreements and any amendments thereto to the (Mayor/City Manager/City Engineer/Director of Public Works, etc.) be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with California Department of Transportation.

PROGRAM SUPPLEMENT NO. N008
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-5466 *R*

Adv Project ID Date: August 31, 2011
0800020446 Location: 08-SBD-62-YUCV
Project Number: CMLN-5466(019)
E.A. Number: 08-0G0634
Locode: 5466

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

SR62 - BETWEEN CAMINO DEL CIELO AND ACOMA TRAIL

TYPE OF WORK: Signal Synchronization of 4 traffic signals

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	L40E		LOCAL	OTHER
\$50,000.00		\$50,000.00	\$0.00	\$0.00

CITY OF YUCCA VALLEY

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *[Signature]*

Date *8/31/11*

\$50,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

3. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).

SPECIAL COVENANTS OR REMARKS

5. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

6. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council
From: Barbara Noble, Engineering Technician II
Date: October 11, 2011
For Council Meeting: October 18, 2011

Subject: Final Project Report
Community Center ADA Door Improvement Project
CDH Project No. 123-32111, Case No. 2916
Town Project No. 8955

Prior Council Review: The Town Council authorized award of contract to Paul LeMay Construction on March 15, 2011.

Recommendation: That the Town Council accepts the construction of the Community Center ADA Door Improvements, Town Project No. 8955 by Paul LeMay Construction as substantially complete and that the Town Council:

1. Authorizes Town Staff to file the Notice of Completion with the County Recorder.
2. Authorizes Town Staff to release the Performance Bond in the amount of \$38,640.
3. Authorizes Town Staff to release retention monies due the contractor thirty-five (35) calendar days after recordation of the Notice of Completion.

Executive Summary: As part of the capital project administrative process, the final step in the process is for the Town Council to accept the projects as substantially complete and to authorize the release of bonds and retention monies.

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 improvements to convert the entry doors to the Community Center north entrance to Americans With Disabilities Act and California Administrative Code Title 24 compliant electronic opening doors has been completed. The scope of this project included: the removal of the two interior existing swing doors; installation of one assembly of electronic opening dark bronze anodized aluminum automatic bi-parting sliding glass doors with electronic sensors; the removal of the two exterior existing single doors swing doors; and replacement with two electronic opening swing doors with hard wired remote push button operators at exterior and interior wall (including demolition and replacement of existing

Reviewed By:


Town Manager


Town Attorney


Mgmt Services

SRS
Dept Head

Department Report
 Consent

Ordinance Action
 Minute Action P.58

Resolution Action
 Receive and File

Public Hearing
 Study Session

exterior door hardware and thresholds). Additional improvements provided for the demolition and installation of a new ADA accessible counter, and provided demolition of existing carpet in the vestibule in the north entryway and provided labor and materials for floor preparation and installation of new carpet. These improvements satisfied the ARRA funding percentage requirements for ADA path of travel.

Alternatives: No alternative action is recommended.

Fiscal impact: The original project funding consisted of CDBG and ARRA funds of \$86,220. Twelve thousand five hundred dollars (\$12,500) was expended for bid ready architectural plan drawings and architectural construction administration. Thirty nine thousand five hundred eighty dollars (\$39,580) was expended for the construction contract, which included one change order. Eight hundred five dollars and 95/100 (\$805.95) was expended on advertisements and delivery services. The estimated balance of funds after constructions is \$33,334.05.

Original Project Funding		
	CDBG	\$35,850
	CDBG-R (ARRA Funds)	50,370
		<u>\$86,220</u>
Architectural Design & Services		
Original Contract-Architectural Design & Plan Drawings		(11,000)
Amendment #1 to Contract-Construction Administration		(1,500)
		<u>(12,500)</u>
	Available balance	\$73,720
Construction Costs		
Original Contract-Construction		(38,640)
Change Order #1 to Contract-Demolition & Installation of New Carpet in North Entryway		<u>(940)</u>
TOTAL CONTRACT WITH CHANGE ORDER(S)		<u>(\$39,580)</u>
Advertisement and Delivery Services		(805.95)
	Balance of Project Funds	<u><u>\$33,334.05</u></u>

Attachments: None

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle, Deputy Town Manager
Date: October 11, 2011
For Council Meeting: October 18, 2011

Subject: Resolution No. 11-
Safe Routes to School Program
Caltrans District 8/Town of Yucca Valley-
Program Supplemental Agreement No. 009-N

Prior Council Review: The Town Council appropriated funds for this program with the adoption of the FY 2011/2012 Budget.

Recommendation: That the Town Council adopts the Resolution, approving the Program Supplemental Agreement No. 009-N, authorizing the Town Manager to sign all necessary documents for the program.

Executive Summary: The Town received an allocation of \$114,500 in Safe Routes to School. Because these funds are state grant funds, Caltrans District 8, Office of Local Assistance, administers all federally and state funded transportation projects within the District. The Agreements are a necessary component of eligibility in order to access and expend those federal resources.

This program is an education and outreach effort designed to improve safety for youth traveling to and from school sites within the Town of Yucca Valley. These funds are not eligible for expenditure at high school sites.

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)

Reviewed By:

[Signature]
Town Manager

[Signature]
Town Attorney

[Signature]
Mgmt Services

[Signature]
Dept Head

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

Discussion: The grant funded program consists of education, encouragement and enforcement. In general, these programs will consist of on-site education as related to traffic and bicycle safety, promotion of walking and bicycling to school sites, funding for supplemental traffic enforcement around school sites. Engineering staff and the Sheriff's Department will coordinate implementation of the program.

The Agreements establish the requirements and standards under which the Town must proceed in order to be reimbursed for program expenditures.

Alternatives: Staff recommends no alternative action. Approval of the agreements is necessary to move forward with the project.

Fiscal impact: A total of \$114,500 in Safe Routes to School funds is authorized for this project.

Attachments: Resolution No. 11-
Program Supplemental Agreement No. 009-N

RESOLUTION NO. 11-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING PROGRAM SUPPLEMENTAL AGREEMENT NO. 009-N FOR THE SAFE ROUTES TO SCHOOL PROJECT AND APPROVING AUTHORIZED SIGNATORS TO ALL NECESSARY AGREEMENTS AND DOCUMENTS

WHEREAS, the Town of Yucca Valley received an allocation of Safe Routes to School funds for education, encouragement and enforcement; and

WHEREAS, the Town desires to proceed with the program; and

WHEREAS, the Town is required to enter into agreements in order to access and expend the grant resources for programs and project development, design, and construction; and

WHEREAS, the Town is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the Town wishes to delegate authorization to execute these agreements and any amendments thereto to the Town Manager to be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

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

Section 1. The Town Council approves Program Supplemental Agreement No. 009-N.

Section 2. The Town Manager is authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation Program Supplemental Agreement No. 009-N.

APPROVED AND ADOPTED THIS 18th DAY OF OCTOBER, 2011.

MAYOR

ATTEST:

TOWN CLERK

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3151
Fax (916) 653-7621



October 3, 2011

File : 08-SBD-0-YUCV

SRTSLNI-5466(016)

Near & at schools in the Town of
Yucca Valley

Mr. Joseph Glowitz
Director of Public Works
Town of Yucca Valley
58928 Business Center Drive
Yucca Valley, CA 92284

Attn: Mr. Shane Stueckle

Dear Mr. Glowitz:

Enclosed are two originals of the Program Supplement Agreement No. 009-N to Administering Agency-State Agreement No. 08-5466R.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,


RAY ZHANG, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(08) DLAE - Savat Khamphou

PROGRAM SUPPLEMENT NO. N009
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-5466 *R*

Adv Project ID **Date:** September 26, 2011
0800020263 **Location:** 08-SBD-0-YUCV
Project Number: SRTSLNI-5466(016)
E.A. Number: 08-925106
Locode: 5466

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

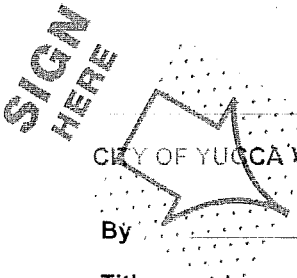
The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Near & at schools in the Town of Yucca Valley

TYPE OF WORK: Yucca Valley Four-Year School Safety Program (non-infrastructure) **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	LU1E		LOCAL	OTHER
\$114,500.00		\$114,500.00	\$0.00	\$0.00



CITY OF YUCCA VALLEY
By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation
By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *[Signature]* **Date** 9/26/11 \$114,500.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

2. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
3. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
4. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds

SPECIAL COVENANTS OR REMARKS

not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

5.
 1. This non-infrastructure PROJECT is funded by the Federal Safe Routes to School (SRTS) program. ADMINISTERING AGENCY agrees that any changes to the PROJECT that conflict with the approved Federal funded Safe Routes to School (SRTS) Application and/or the SRTS Program requirements in the Local Assistance Program Guidelines (LAPG) may render the PROJECT ineligible for Federal reimbursement.
 2. ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the applicable SRTS Program Guidelines under which the project was selected. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established for the applicable SRTS Program funding cycle.
 3. ADMINISTERING AGENCY agrees to submit a Student Tally and Parent Survey for each school to the National Center for Safe Routes to School (NCSRTS). The survey information (Student Tally and Parent Survey), collected during the regular school year, must be completed within two months of beginning the PROJECT and within two months after completing the PROJECT. ADMINISTERING AGENCY agrees to submit a copy of said surveys to the District Local Assistance Engineer (DLAE). For instructions on data submission requirements, go to the NCSRTS website at:

<http://www.saferoutesinfo.org/data/>
 4. ADMINISTERING AGENCY shall submit a copy of the consultant contract award information to the DLAE within 30 days of execution of the contract and prior to submittal of the ADMINISTERING AGENCY's first invoice.

Award information shall consist of an executed consultant agreement and Exhibits, 10-C, "Consultant Reviewers Checklist", 10-O2, "Local Agency Proposer DBE Information (Consultant Contract)" and if applicable, 10-O1, "Local Agency Proposer UDBE

SPECIAL COVENANTS OR REMARKS

Commitment (Consultant Contract)" of the Local Assistance Procedures Manual (LAPM).

If ADMINISTERING AGENCY is performing the PROJECT work, then ADMINISTERING AGENCY shall submit a letter indicating the beginning of reimbursable work on the PROJECT. Failure to do so will cause delay in the State processing invoices.

5. Support documentation (adequate to verify reasonableness of costs invoiced) shall accompany ADMINISTERING AGENCY invoices and shall also include the deliverables specified in the STATE approved SRTS Application.

PROGRAM SUPPLEMENT NO. N009
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 08-5466 *R*

Adv Project ID Date: September 26, 2011
0800020263 Location: 08-SBD-0-YUCV
Project Number: SRTSLNI-5466(016)
E.A. Number: 08-925106
Locode: 5466

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PROJECT LOCATION:

Near & at schools in the Town of Yucca Valley

TYPE OF WORK: Yucca Valley Four-Year School Safety Program (non-infrastructure) **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	LU1E		LOCAL	OTHER
14,500.00	\$114,500.00		\$0.00	\$0.00

**SIGN
HERE**

CITY OF YUCCA VALLEY

STATE OF CALIFORNIA
Department of Transportation

By _____

Title _____

Date _____

Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *[Signature]*

Date 9/26/11 \$114,500.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 9/26/2011	PROJECT NUMBER: 0800020263
	REQUISITION NUMBER / CONTRACT NUMBER: RQS-2660-081200000112- 1	

FROM: Department of Transportation

SUBJECT: Encumbrance Document

VENDOR / LOCAL AGENCY:
CITY OF YUCCA VALLEY

\$114,500.00

PROCUREMENT TYPE:
Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
712	2010	2660-102-890	2010-2011	20.30.010.535	2620 / 0420	\$114,500.00
TOTAL CONTRACT AMOUNT						\$114,500.00

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

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TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Administrative Services Director
Date: October 12, 2011
For Council Meeting: October 18, 2011

Subject: Warrant Register October 18, 2011

Recommendation:

Ratify Payroll Registers total of \$ 118,268.63 for checks dated September 30, 2011.
Ratify the Warrant Register total of \$ 476,002.96 for checks dated October 10, 2011.

Order of Procedure:

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

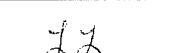
Attachments:

Payroll Register No.14 dated September 30, 2011 total of \$ 118,268.63
Warrant Register No.19 dated October 10, 2011 total of \$ 476,002.96

Reviewed By:


Town Manager


Admin. Services


Town Attorney

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Session

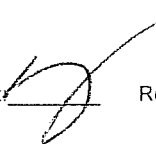
TOWN OF YUCCA VALLEY
PAYROLL REGISTER # 14
CHECK DATE - September 30, 2011


Fund Distribution Breakdown

Fund Distribution

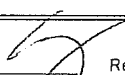
General Fund	\$102,259.94
Gas Tax Fund	7,948.88
Redevelopment Agency	<u>8,059.81</u>

Grand Total Payroll \$118,268.63

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period 14 - Paid 09/30/2011
(September 10, 2011 - September 23, 2011)
Checks: 4154-4165

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$4,225.11		\$4,225.11
Direct Deposit	67,893.58	-	67,893.58
Sub-total	72,118.69		72,118.69
<u>Employee Tax Withholding</u>			
Federal	11,534.63		11,534.63
Medicare	1,416.35	1,416.34	2,832.69
SDI - EE	-	-	-
State	3,769.75		3,769.75
Sub-total	16,720.73	1,416.34	18,137.07
<u>Employee Benefit & Other Withholding</u>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	1,601.39	-	1,601.39
PERS Survivor Benefit	-		-
Health Café Plan	-	-	-
American Fidelity Pre-Tax	-		-
American Fidelity After-Tax	-		-
American Fidelity-FSA	-		-
PERS EE - Contribution 7%	246.70		246.70
PERS EE - Contribution 8%	6,797.30		6,797.30
PERS Retirement - Employee	59.97	272.53	332.50
PERS Retirement - Employer	-	15,017.73	15,017.73
Wage Garnishment - Employee	133.81		133.81
Life & Disability Insurance		-	-
Unemployment Insurance		970.82	970.82
Workers' Compensation		2,912.62	2,912.62
Sub-total	8,839.17	19,173.70	28,012.87
Gross Payroll	\$97,678.59	\$20,590.04	\$118,268.63
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr: <i>dll</i>			

WARRANT REGISTER # 19
CHECK DATE - OCTOBER 10, 2011

FUND DISTRIBUTION BREAKDOWN

Checks # 35314 to # 35402 are valid

Checks # 35315, #35339, # 35345, # 35370, # 35382, # 35383 are included in RDA Warrant #19

GENERAL FUND # 001	\$376,612.74
CENTRAL SUPPLIES FUND # 100	1,085.83
CUP DEPOSITS FUND # 200	12,312.70
COPS SLESF FUND # 509	120.48
AB2928 ST CONTRUCTION FUND # 513	12,592.32
AB2928 TCRP FUND # 514	230.00
GAS TAX FUND # 515	2,599.64
MEASURE I MAJOR ARTERIAL FUND # 522	17,430.00
MEASURE I LOCAL ROADS FUND # 523	748.47
MEASURE I 2010-2040 # 524	1,760.72
PUBLIC LANDS FEDERAL GRANT FUND # 527	5,748.25
CA ENERGY COMMISSION-ARRA FUND # 540	3,325.00
CMAQ FUND # 542	312.50
CDBG FUND # 560	37,876.24
CAPITAL PROJECTS RESERVE FUND # 800	3,248.07
GRAND TOTAL	<u><u>\$476,002.96</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

October 10, 2011

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	35312	State Treasurer's Office	LAIF Conference	\$100.00
	35313	SBCO Clerk/Board of Supervisors	Exemption Filing Fee	50.00
	35314	Action Pumping, Inc.	YVHS Pool Service	560.00
	35315	Aleshire & Wynder, LLC	August 2011 Professional Svs.	6,596.83
	35316	Alsco/American Linen, Inc.	Facilities Maintenance Supplies	156.05
	35317	Arrowhead Mountain Water	Office Supplies	141.48
	35318	AssetWorks, Inc.	Software License Annual Fee	1,500.00
	35319	AT & T Mobility	Cell Phone Service	376.63
	35320	Boys & Girls Club	Community Contract 10-12/11	12,000.00
	35321	Barr Lumber, Inc.	Parks Maintenance Supplies	98.14
	35322	Brian's Lockshop	Vehicle Keys	150.00
	35324	Carquest Auto Parts	Vehicle Maintenance	123.37
	35325	Charles Abbott & Assoc, Inc.	Permit & Plan Check Fee Service	18,163.85
	35326	Checkeded Flag Auto Spa	Portable Stage Maintenance	275.00
	35327	Chevron & Texaco Card Services	Vehicle Fuel	208.00
	35328	Gerald Clarke	Museum Event Talent	300.00
	35329	Mary Claw	Museum Event Talent	300.00
	35330	Companion Animal Clinic	Veterinary Services	118.50
	35331	Cowboy Corral	Shelter Maintenance Supplies	452.55
	35332	Cyber Photographics	Employee Uniform Expense	142.23
	35333	Desert Pacific Exterminators	Facilities Maintenance	180.00
	35336	Exhibit Envoy	Membership Renewal	100.00
	35337	Farmer Bros. Co.	Office Supplies	93.21
	35338	G & K Propane	Vehicle Expense	46.53
	35339	Duane Gasaway	Engineering Services	2,525.00
	35341	Geo Central	Museum Shop Merchandise	53.82
	35343	Art Gutierrez	Sports Referee	198.00
	35344	Harrison Air Conditioning	Facilities Maintenance	594.00
	35345	Hi-Desert Water	Water Service	1,721.05
	35346	Hi-Desert Publishing	Activity & Events Guide & Ads	4,091.46
	35348	Morris Jones	Museum Lecture	100.00
	35349	Jane Jones	Museum Lecture	100.00
	35350	Joshua Tree Astronomy Arts Theater	Museum Program Expense	100.00
	35351	Mark Junge	Museum Shop Merchandise	100.00
	35352	Knorr Systems, Inc.	YVHS Pool Chemicals	370.98
	35354	Magic T-Shirts	Museum Shop Merchandise	315.91
	35355	The Mallants Corp	Temporary Employment Svs.	2,280.72
	35356	Dennis Mammana	Museum Lecture	100.00
	35358	Morongo Basin Cultural Arts Council	Membership Renewal	55.00
	35360	MM Internet, Inc.	ISP Service	515.05
	35361	David Mueller /dba Touch 2	20th Anniversary Expense	285.00
	35362	Morongo Unified School District	YVHS Pool Utilites	1,607.25
	35363	NRO Engineering	Engineering Services	3,565.00
	35364	Oasis Office Supply	Office Supplies	330.06
	35365	Oriental Trading Co. Inc.	Recreation Program Supplies	225.10
	35366	Matthew Ota	Museum Lecture Expense	100.00
	35368	Pro Video	Town Council Taping	200.00
	35369	Quick Scores	Recreation Program Expense	138.00

Town of Yucca Valley
Warrant Register
October 10, 2011

Fund	Check #	Vendor	Description	Amount
	35370	Rogers,Anderson, Malody & Scott	Professional Services	16,640.00
	35372	Ron's Automotive	Vehicle Maintenance	336.87
	35374	Steve Ruiz	Museum Shop Merchandise	90.00
	35375	S & S Worldwide	Recreation Program Supplies	173.29
	35377	SBCO-Auditor/Controller	Property Tax Information	204.00
	35379	SBCO - Hazardous Material Div	10-12/11 Hazardous Waste Svs.	6,920.00
	35380	SBCO - Information Services	08/11 Radio Access	2,037.00
	35381	SBCO Sheriff's Dept	Oct 2011 Professional Svs.	274,043.00
	35382	SCE	Electric Service	688.97
	35383	So. Cal. Gas Co.	Natural Gas Service	323.15
	35384	Tony Soares	Museum Program Expense	150.00
	35385	Southwest Networks, Inc.	Technology Support	940.00
	35386	Stater Bros	Program Expense	571.16
	35387	The Sun Runner	Museum Advertising	100.00
	35388	Superior Filtration Products of CA	Facilities Maintenance	380.57
	35389	Tease Shirts	Recreation Employee Expense	332.94
	35390	Twentynine Palms Historical Society	Membership Renewal	35.00
	35392	Trophy Express	Planning Commission Expense	64.65
	35395	John Varsik	Starry Nights Lecture	100.00
	35396	VCA Yucca Valley Animal Hospital	Veterinary Services	793.39
	35397	Verizon	Phone Service	2,912.42
	35399	Valley Independent	Museum Program Printing Expense	206.88
	35400	Walmart Community	Shelter Supplies	509.64
	35402	Woods Auto Repair	Fleet Vehicle Repairs & Smog Svs.	826.71
	35403	Delanford Truitt	Sports Referee	132.00
	35404	Guy Wulf	Sports Referee	594.00
	EFT	The Home Depot	Shelter Supplies	401.73
	EFT	First Bankcard	Conferences & Operating Supplies	1,131.79
	EFT	First Bankcard	Operating Supplies	2,111.84
	EFT	First Bankcard	Membership Dues & Operating Exp.	957.97
Total 001 GENERAL FUND				<u>\$376,612.74</u>
100 INTERNAL SERVICE FUND				
	35340	GE Capital Corporation	Copier Lease	\$1,085.83
Total 100 INTERNAL SERVICE FUND				<u>\$1,085.83</u>
200 DEPOSITS FUND				
	35323	Capital Realty Analysts	Appraisal Fees	\$750.00
	35334	Bob Doremus	Deposit Account Refund	4,290.45
	35339	Duane Gasaway	Engineering Sevices	950.00
	35359	Art Miller, Jr.	Deposit Account Refund	397.25
	35363	NRO Engineering	Engineering Services	4,360.00
	35373	Royal Street Communications	Deposit Account Refund	1,535.00
	35378	SBCO-Recorder	Filing Fee	30.00
Total 200 DEPOSITS FUND				<u>\$12,312.70</u>
509 COPS-SLESF FUND				
	35398	Verizon Wireless	Sheriff's Office Phone Svs.	\$120.48
Total 509 COPS-SLESF FUND				<u>\$120.48</u>

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Fund	Check #	Vendor	Description	Amount
513 AB2928-STATE CONSTRUCTION GRANT FUND				
	35339	Duane Gasaway	Engineering Services	\$300.00
	35401	Willdan Associates	TCRP Project Services	12,292.32
Total 513 AB2928-STATE CONSTRUCTION GRANT FUND				\$12,592.32
514 AB2928 - TCRP FUND				
	35363	NRO Engineering	Engineering Services	\$230.00
Total 514 AB2928 - TCRP FUND				\$230.00
515 GAS TAX FUND				
	35316	Alsco/American Linen, Inc.	Street Uniforms Service	\$53.82
	35342	Granite Construction, Inc.	Recycling Services	191.20
	35357	Matich Corporation	Streets Supplies	350.00
	35376	Safetyline	Safety Equipment	114.08
	35391	Traffic Control Service, Inc.	Street Signage	50.00
	35394	United Rentals, Inc.	Water Truck Rental	1,840.54
Total 515 GAS TAX FUND				\$2,599.64
522 MEASURE I MAJOR ARTERIAL FUND				
	35339	Duane Gasaway	Engineering Services	\$200.00
	35363	NRO Engineering	Engineering Services	230.00
	35371	RBF Consulting	SR 62 Widening Project	17,000.00
Total 522 MEASURE I MAJOR ARTERIAL FUND				\$17,430.00
523 MEASURE I - LOCAL ROADS FUND				
	35315	Aleshire & Wynder, LLC	August 2011 Professional Svs.	\$698.47
	35339	Duane Gasaway	Engineering Services	50.00
Total 523 MEASURE I - LOCAL ROADS FUND				\$748.47
524 MEASURE I - 2010-2040 FUND				
	35339	Duane Gasaway	Engineering Services	\$1,365.00
	35363	NRO Engineering	Engineering Services	395.72
Total 524 MEASURE I - 2010-2040 FUND				\$1,760.72
527 PUBLIC LANDS FEDERAL GRANT FUND				
	35339	Duane Gasaway	Engineering Services	\$300.00
	35367	Overland Pacific & Cutler, Inc.	PLHD Services	3,406.25
	35371	RBF Consulting	PLHD Project	2,042.00
Total 527 PUBLIC LANDS FEDERAL GRANT FUND				\$5,748.25
540 CA ENERGY COMMISSION-ARRA FUND				
	35335	EquitySpec	EECBG Mechanical Project	\$2,500.00
	35339	Duane Gasaway	Engineering Services	825.00
Total 540 CA ENERGY COMMISSION-ARRA FUND				\$3,325.00
542 CMAQ FUND				
	35339	Duane Gasaway	Engineering Services	\$25.00
	35363	NRO Engineering	Engineering Services	287.50
Total 542 CMAQ FUND				\$312.50

Town of Yucca Valley
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Fund	Check #	Vendor	Description	Amount
560 CDBG FUND				
	35347	Interactive Design	Community Center Door Project	\$1,500.00
	35353	Lemay Construction	Community Center Door Project	35,622.00
	EFT	First Bankcard	B&G Club Teen Center Expense	754.24
Total 560	CDBG FUND			\$37,876.24
800 CAPITAL PROJECTS RESERVE FUND				
	35322	Brian's Lockshop	Town Wide Re-Key Program	\$2,989.79
	35339	Duane Gasaway	Engineering Services	136.50
	35363	NRO Engineering	Engineering Services	121.78
Total 800	CAPITAL PROJECTS RESERVE FUND			\$3,248.07
***	Report Total			\$476,002.96

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle, Deputy Town Manager
Date: October 4, 2011
For Council Meeting: October 18, 2011

Subject: Resolution No. 11-
Public Facilities Development Impact Fees

Prior Council Review: At its meeting of October 5, 2010, the Town Council established revised maximum legally defensible public facility development impact fee for the planning period through 2025; maintained the public facility development impact fees at their then current levels; and adopted the development incentive program, waiving public facility development impact fees for infill single family residential development and for the first 10,000 square feet of commercial, general office, and industrial development projects.

Recommendation: That the Town Council adopts the Resolution implementing the following actions.

1. Establishes subdivision single family residential public facility development impact fees at the maximum level of \$9,081 per unit.
2. Modifies the development incentive program for infill single family residential public facility development impact fees, setting the fees at \$2,568 per unit with those fees dedicated to Park facilities.
3. Retains multi-family residential public facility development impact fees at \$3,600 per unit.
4. Modifies the development incentive program for commercial, general office, and industrial development projects as follows:
 - Up to 3,000 square feet: \$1.00 per square foot
 - 3,001 to 5,000 square feet: \$2.00 per square foot
 - 5,001 to 10,000 square feet: \$4.00 per square foot
 - 10,001 square feet or more: \$7.85 per square foot
5. Approves the above public facility development impact fee levels through December 2013 or until thereafter as modified and amended by the Town Council.

Executive Summary: Pursuant to the Study prepared by MuniFinancial dated May 5, 2005, on October 27, 2005, the Town Council established Public Facilities Development Impact Fees (DIF) for new residential development. The fees became effective on January 30, 2006. The Town Council implemented Public Facility Development Impact Fees for non-residential development in 2008. Annual review of those Fees is required.

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

The Town Council annually reviews the fees and sets the fees as determined necessary.

The Town Council revised the maximum legally defensible public facility development impact fees at their meeting of October 5, 2010. The Town Council also established the development incentive program for commercial, general office, and industrial development, as well as the development incentive program for single family residential infill development, at the meeting of October 5, 2010.

Order of Procedure:

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

Discussion: The Public Facilities Development Impact Fee Study (Study) evaluated and established maximum legally defensible fee levels that could be imposed on new development, based upon the impact to the Town's public infrastructure system. The infrastructure systems evaluated included the following.

1. General Facilities
2. Park Facilities
3. Trails
4. Storm Drains
5. Streets and Traffic

The Study analyzed the need for public facilities and capital improvements to support future development within the Town through 2025. As part of estimating facility needs, the Study uses residential and household population data provided by the California Department of Finance and internal projections developed for the Town by Stan Hoffman and Associates.

The Study identified the following parameters for the different impact fee categories.

- * Identified the purpose of the fee;
- * Identified the use to which the fee will be put;
- * Determined that there is a reasonable relationship between the fee's use and the type of development on which the fee is to be imposed;

- * Determined how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is to be imposed;
- * Demonstrated a reasonable relationship between the amount of the fees and the costs of the public facilities or portions of the facilities attributable to the development upon which the fees are imposed.

Infrastructure needs within the Town are extensive. Over \$200 million for just streets and flood control systems will be necessary to put into place adequate road and drainage infrastructure to meet community needs. These needs cannot be funded by impact fees alone as new development cannot pay for any existing infrastructure deficits.

The following table illustrates the maximum legally defensible public facility development impact fees for the planning period through 2025, as established by the Town Council at the meeting of October 5, 2010.

Proposed	General Facilities	Parks	Trails	Storm Drains	Street & Traffic	Total
<i>RESIDENTIAL</i>						
	(fee per dwelling unit)					
SFR	\$ 1,181	\$ 2,568	\$ 458	\$ 2,632	\$ 2,242	\$ 9,081
MFR	913	1,980	354	1,316	1,789	6,352
<i>NON-RES</i>						
	(per 1,000 square feet building area)					
Commercial	\$ 264	NA	NA	\$ 1,737	\$ 5,734	\$ 7,735
Office	352	NA	NA	1,816	4,915	7,083
Industrial	176	NA	NA	1,211	1,789	3,176

The above table identifies the maximum impact fee that can be assessed per land use type for each type of public facility. With Town Council action in 2010, the Development Impact Fees were maintained at their then current levels of \$5,200 (\$3,600) per SFR (MFR) and \$1 / sq-ft for non-residential uses. Additionally, the Council adopted incentive programs for both infill single-family residential developments as well as for commercial, office and industrial development as follows.

Single Family Residential In-Fill Construction Incentive Program: This incentive program waives the imposition of DIF fees for in-fill single family residential development. The definition of in-fill single family residential development is as follows:

The construction of single family residential structures developed within a subdivision, including parcel maps and tract maps, recorded prior to October 27, 2005.

Non-Residential Development Incentive Program: This incentive program waives the imposition of DIF fees for the first 10,000 square feet of new development of commercial, office, and industrial development projects, as well as the first 10,000 square feet of the expansion of existing commercial, office and industrial development projects.

The recommended action contained in the attached Resolution would implement the following changes to the fees imposed for new development.

Dev. Type	2005 Maximum	Pre-2010	Oct-2010	Current Fee	10-18-11 Recommendation
SFR, Subdiv.	\$15,815	\$5,200	\$9,081	\$5,200	\$9,081
Infill	NA		NA	\$0	\$2,568 to Park Development
MFR	\$10,820	\$3,600	\$6,352	\$3,600	\$3,600
Commercial	\$19.49 sq. ft.	\$1.00 sq.ft.	\$7.74 sqft	\$0 under 10K \$1 sq ft over	Up to 3,000 sq ft: \$1 sq ft 3001-5000 sq ft: \$2 sq ft 5001-10,000 sq ft: \$4 sq ft * 10,001 + sq ft: \$7.74**
Office	\$17.54 sq. ft.		\$7.08	\$0 under 10K \$1 sq ft over	
Industrial	\$7.50 sq. ft.		\$3.18	\$0 under 10K \$1 sq ft over	

*Industrial caps at \$3.18

**Office caps at \$7.08

As the Town Council is aware, there continues to be a significant infrastructure deficit in this community. While a portion of that deficit is attributable to development which predates impact fees and that pre-existing deficit cannot be funded through impact fees, the need to address infrastructure needs created by new development continues to be a challenge for the Town.

For example, the need to expand the Town’s inventory of active park facilities far exceeds the Town’s financial resources. With the lack of sports field availability, youth (pre-teen) soccer teams are practicing as late as 9:00 PM on week nights in order to have field access. Existing available fields are also divided into multiple “cross-field” play areas so that more teams can access those facilities. The complete development of the South Side Neighborhood Park is estimated at approximately \$10 million and impact fees are a vital tool for communities in California today to address infrastructure needs. It is important to note that this community has not seen a new park facility constructed in almost 40 years (1973), and that lack of facilities has become very apparent with the growth in population since that time. While the Town is moving forward with Phase I A of that project that is only possible due to the availability of federal grant resources and County funding

allocations. Without those funds, the Phase I A would not be financially viable at this time. Based upon prior transfers and available funds, a total of approximately \$110,000 in Park impact fees is available for South Side.

The Brehm Park facility continues to move forward with funding from private sources and donations. The Town has filed a grant application for \$5.0 million for the Brehm Park facility, and the addition of Park development impact fees would improve the Town's financial ability to assist in facilitating the construction of a vital park resource to this community.

The Corps of Engineers continues to move forward with its evaluation of the Long Canyon Basin and Channel project in order to determine future federal funding opportunities. The Town has previously allocated approximately \$200,000 of impact fees towards that effort. While those impact fees will assist in the preliminary analysis and design phases, the Town does not have sufficient construction funds, and construction of the Long Canyon Basin alone is estimated at \$1.7 million in 1997 dollars.

The Yucca Valley Animal Shelter project continues to move forward. General Facility impact fees are eligible for expenditure on this project. The Town's total estimated share of the facility is approximately \$1,750,000 and the General Facility impact fee fund balance is currently \$56,418.

The recommended action is designed to continue providing a modified incentive program for infill residential and small commercial projects, while improving the Town's ability to address infrastructure deficits that will continue to grow if not addressed through available tools.

Alternatives: The Town Council may provide direction to staff as deemed appropriate for final Town Council action.

One suggestion that has been made previously is for the Town to fund infrastructure needs through an increase in transfer tax charged at the time that properties throughout the community are sold. Current State Revenue & Taxation code establishes a Transfer Tax rate for Cities and Counties at \$0.55 & \$1.10 per \$1,000 of assessed valuation upon transfer of property. State law also allows Charter Cities to increase that transfer tax to whatever rate the community supports (some northern CA charter cities are at \$15/\$1,000 AV).

The table that follows shows the Transfer Tax revenue received by the Town of Yucca Valley from Fiscal Year 2003/04 through Fiscal Year 2009/10. Staff has extrapolated that data to show how much potential revenue would have been generated with an increased transfer tax.

Historical Data				Extrapolated Data											
FY	Transfer Tax Revenue	Sales Per Year	Avg Sales Price	Annual Revenue	Annual Revenue	Annual Revenue	Annual Revenue	Annual Revenue	Annual Revenue						
2003-04	\$ 97,132	775	\$ 225,000	\$ 95,906	\$ 174,375	\$ 348,750	\$ 523,125	\$ 871,875	\$ 1,743,750						
2004-05	130,059	910	258,000	129,129	234,780	469,560	704,340	1,173,900	2,347,800						
2005-06	124,835	860	252,000	119,196	216,720	433,440	650,160	1,083,600	2,167,200						
2006-07	101,275	775	223,000	95,054	172,825	345,650	518,475	864,125	1,728,250						
2007-08	48,407	490	170,000	45,815	83,300	166,600	249,900	416,500	833,000						
2008-09	43,474	545	140,000	41,965	76,300	152,600	228,900	381,500	763,000						
2009-10	44,767	600	130,000	42,900	78,000	156,000	234,000	390,000	780,000						
				Current Rate											
Rate per \$1000 Assessed Value				\$	0.55	\$	1.00	\$	2.00	\$	3.00	\$	5.00	\$	10.00

While an increase in transfer tax could generate respectable resources, it is staff's opinion that such an approach is a potential funding strategy to address the existing infrastructure deficits that are not funded by the development mitigation fee program and not a substitute to a development impact fee program.

Agencies throughout Southern California have asked for potential revisions to state law that might allow local communities to increase the transfer tax rate without having to go through a formal Charter process. If council is supportive of such an approach, staff will bring forward a Resolution supporting such an approach.

Fiscal impact: The Resolution, if adopted by the Town Council, would enact the following public facility development impact fee structure.

Subdivision, single family residential development:	\$9,081 Per Unit
Infill, single family residential development:	\$2,568 Per Unit allocated to Park Facilities
Multi-Family residential development:	\$3,600 Per Unit
Commercial, Office and Industrial development:	Up to 3,000 sq. ft. \$1.00 Per Sq. Ft. 3,001 to 5,000 sq. ft. \$2.00 Per Sq. Ft. 5,001 to 10,000 sq. ft. \$4.00 Per Sq Ft.* Over 10,000 sq. ft. \$7.74 Per Sq. Ft.**
*Industrial Development is capped at:	\$3.18 Per Sq. Ft.
**Office Development is capped at:	\$7.08 Per Sq. Ft.

Beginning/Ending Balance(s) for the five individual Fee categories as of September 30, 2011, are as follows, as well as the identification of the allocation of those funds to projects.

<u>FEE CATEGORY</u>	<u>BALANCE</u>	<u>ALLOCATION</u>
General Facilities:	\$56,418	Animal Shelter
Parks Facilities:	\$22,232	South Side Neighborhood Park
Streets & Traffic:	\$364,563	SR 62 Widening Shelf Ready Plan
Storm Drains	\$42,923	Long Canyon Channel
Trails:	\$20,202	Yucca Creek Trail, Comm. Center to Brehm Park

Other Fund activity since inception includes interest earnings in the amount of \$51,209 and indirect cost recovery of \$14,482. Estimated total Fund balance as of September 30, 2011 is \$543,147.

The above balances do not reflect the appropriations or transfers authorized by the Town Council with the adoption of prior FY Budgets.

Prior Fund 350 Appropriations

General Facilities:	No appropriations
Parks:	\$88,278 appropriated for the South Side Neighborhood Park
Streets:	No appropriations
Drainage:	\$205,000 appropriated for the Corp of Engineers/Long Canyon
Trails:	No appropriations

Attachments: Resolution No. 11-, with Attachments
2005 Muni-Financial Study

RESOLUTION NO. 11-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA AMENDING AND ADOPTING AND ESTABLISHING DEVELOPMENT IMPACT FEES RELATING TO THE TOWN OF YUCCA VALLEY DEVELOPMENT IMPACT FEE SCHEDULE

WHEREAS, a duly noticed public hearing was conducted on October 18, 2011, at which time the public was invited to make oral and written presentations as part of the regularly scheduled meeting prior to the adoption of this Resolution; and

WHEREAS, at least ten (10) days prior to the public hearings, the Town Clerk made available for public inspection the Study and supporting documentation and data including the services and estimated costs of providing said services and sources of revenues required to defray those costs as well as a proposed form of ordinance; and

WHEREAS, the Town published notice of the public hearing as described above in accordance with Government Code Sections 6062(a) and 66018; and

WHEREAS, the Town Council approved the Public Facilities Development Impact Fee Study on October 27, 2005; and

WHEREAS, the Town Council adopted Ordinance No. 173, implementing Public Facilities Development Impact Fee authorization; and

WHEREAS, the Town Council adopted Resolution No. 05-59, implementing Public Facility Development Impact Fee charges; and

WHEREAS, the Town Council adopted Resolution No. 10-26, reducing the maximum legally defensible Public Facility Development Impact Fees; and

WHEREAS, the Public Facilities Development Impact Fee Study (Study) identifies the maximum legally defensible fees that the Town may impose upon new development; and

WHEREAS, the Study as amended supports the implementation of fees as contained in this Resolution; and

WHEREAS, Public Facility Development Impact Fees imposed by the Town may be modified by Resolution of the Town Council; and

WHEREAS, the Town Council desires to modify, in accordance, the Public Facility Development Impact Fees imposed upon new development.

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

SECTION 1. The Town Council hereby adopts the findings set forth in the above Recitals.

SECTION 2. The Town Council hereby adopts the “Town of Yucca Valley Development Impact Fee Schedule” as set forth in attachment “C”, attached hereto. Unless otherwise stated in the Fee Schedule, all Development Impact Fees shall be paid to the Town prior to the Town’s issuance of a final inspection or Certificate of Occupancy for any phase of a development project. The Fee Schedule may be amended from time to time by resolution of the Town Council, in compliance with the Mitigation Fee Act, Government Code, Section 66000.

SECTION 3. The Development Impact Fees imposed by this Resolution shall only apply to those Development Impact Fees described in the above-referenced Development Impact Fee Schedule. All other community or development or other impact fees and user fees and charges adopted by the Town Council by prior Town ordinances or resolutions or other prior actions, as may have been amended from time to time, or as may be adopted or amended in the future, shall remain and be in full force and effect, unless expressly or by the terms and provisions herein are amended hereby.

SECTION 4: Where the Town Manager determines that the public interest would be served by such an agreement, he or she is hereby authorized to execute agreements on behalf of the Town with Applicants in order to provide a credit to the Applicant against certain Development Impact Fees in exchange for the Applicant’s construction and dedication of oversized Public Improvements, on those reasonable terms and conditions as the Town Manager may determine on a case-by-case basis, subject to approval by the Town Council.

SECTION 5. The Town Manager is empowered to negotiate and execute agreements to defer, waive or reduce any Development Impact Fees upon an Applicant for a particular development project, but only if the Town Manager determines upon evidence presented by the Applicant, that (i) the development project will provide a general benefit to the health, safety, and welfare of the citizens of the Town of Yucca Valley, and will not be of special benefit only to an Applicant, or (ii) other properties to be benefited by any Development Impact Fee will not be unfairly burdened by the delay, reduction or waiver of said Development Impact Fee, or (iii) deferral, waiver or reduction in Development Impact Fees will result in a more fair funding arrangement, and, in the case of waiver or reduction, the owner will receive insufficient or

no benefit from the Development Impact Fee imposed and would therefore be required, if the Fee were imposed in full, to pay more than his fair share for the benefit received. Such findings and the resulting agreement(s) to defer, waive or reduce any Development Impact Fee shall be subject to approval by the Town Council.

SECTION 6. The Town Council is hereby authorized to make inter-fund transfers and loans between capital facilities accounts into which are deposited Development Impact Fees upon those reasonable terms of repayment and interest rates as determined by the Town Council.

SECTION 7. The Town Council hereby approves the allocation of the Public Facility Development Impact Fees contained in Attachment D to this Resolution to be allocated by the Director of Administrative Services to all five categories of public infrastructure contained within the 2005 study as amended.

SECTION 8: The Town Council approves the public facility development impact fee levels through December 2013 or until thereafter as modified and amended by the Town Council.

SECTION 9. Town staff are hereby directed to prepare and file a Notice of Exemption, under the California Environmental Quality Act, within five (5) working days of adoption of this Resolution.

APPROVED AND ADOPTED THIS 18th day of October 2011.

MAYOR

ATTEST:

TOWN CLERK

ATTACHMENT "A"
PUBLIC FACILITIES DEVELOPMENT IMPACT FEE STUDY
PREPARED BY MUNIFINANCIAL
MAY 2, 2005

TOWN OF YUCCA VALLEY

PUBLIC FACILITIES
DEVELOPMENT IMPACT FEE STUDY

MAY 2, 2005

Final



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EXECUTIVE SUMMARY

This report summarizes an analysis of the need for public facilities and capital improvements to support future development within the Town of Yucca Valley through 2025. It is the Town's intent that the costs representing future development's share of these facilities and improvements be imposed on that development in the form of a development impact fee, also known as a public facilities fee. The public facilities and improvements included in this analysis of the Town's public facilities fee program are divided into the fee categories listed below.

- General
- Parks
- Trails
- Storm Drains
- Streets and Traffic

Background and Study Objectives

The primary policy objective of a public facilities fee program is to ensure that new development pays the capital costs associated with growth. To fulfill this objective public agencies should review and update their fee programs periodically to incorporate the best available information. The primary purpose of this report is to adjust fees to incorporate current facility plans to serve a 2025 service population.

The Town imposes public facilities fees under authority granted by the *Mitigation Fee Act*, contained in *California Government Code* Sections 66000 *et seq.* This report provides the necessary findings required by the *Act* for adoption of the revised fees presented in the fee schedules contained herein.

Development Projections

To estimate facility needs, this study uses residential and household population data provided by the California Department of Finance and internal projections developed for the Town of Yucca Valley by Stan Hoffman and Associates. Current and projected employment figures were based on data provided by Claitas and the Southern California Association of Governments (SCAG). The development projections used in this analysis are summarized in Table E.0.

Table E.0: Demographic Assumptions

	2004	2025	Increase
Residents ¹	18,410	33,880	15,470
Dwelling Units ¹			
Single Family	6,710	11,230	4,520
Multi-family	1,730	2,900	1,170
Total	8,440	14,130	5,690
Employment ^{2,3}			
Commercial	3,040	5,090	2,050
Office	660	1,100	440
Industrial	600	1,000	400
Subtotal	4,300	7,190	2,890
Other ⁴	1,640	2,750	1,110
Total	5,940	9,940	4,000
Building Square Feet (000s) ⁵			
Commercial	7,600	12,730	5,130
Office	2,200	3,670	1,470
Industrial	1,000	1,670	670
Total	10,800	18,070	7,270

¹ California Department of Finance (DOF), Southern California Association of Governments (SCAG), Data from Town of Yucca - Stan Hoffman and Associates Population Projections, March, 2005.

² Assumes percentage of employees by land use remains constant to total from 2004 to 2025.

³ Estimates by land use type based a Claritas report prepared for the Town of Yucca Valley, February 2004. Projected employment figures derived by assuming a constant ratio of jobs to housing.

⁴ Represents government and other institutional.

⁵ Based on employment by land use and occupant density shown in Table 2.0.

Sources: Table 2.0; California Department of Finance (DOF), Table E-5, 2004; Town of Yucca Valley; Southern California Association of Governments (SCAG); Claritas 2004; MuniFinancial.

Facility Standards and Costs of Growth

This fee analysis uses standards based on the Town's policy to determine the cost of facilities required to accommodate growth for public facilities. A standard for each facility category considered in this study is derived from the Town's facility plans for 2025. Depending on the facility standard, the Town currently may or may not have sufficient facilities to serve existing development. If the Town's existing facilities are below standard, then a deficiency exists. In this case, the portion of the cost of planned

facilities associated with correcting the deficiency must be allocated to funding sources other than the fee. Public facilities fees can only fund planned facilities needed to accommodate new development at the adopted standard.

Therefore, this study distinguishes between the share of planned facilities needed to accommodate growth and the share that serves existing residents and businesses. New development can only fund its fair share of planned facilities. To ensure compliance with the law, this study ensures that there is a reasonable relationship between new development, the amount of the fee, and facilities funded by the fee.

Fee Schedules and Revenues

Table E.1 summarizes the schedule of maximum justified public facilities fees based on the analysis contained in this report.

Table E.1: Proposed Facilities Fee Summary

Land Use	General Facilities	Parks	Trails	Storm Drains	Streets & Traffic	Total
<i>Residential</i>						
	<i>(Fee per Dwelling Unit)</i>					
Single Family Unit	\$ 1,290	\$ 2,568	\$ 458	\$ 5,161	\$ 6,137	\$ 15,815
Multi-family Unit	896	1,980	354	2,581	4,009	10,820
<i>Non-residential</i>						
	<i>(Fee per 1,000 Building Square Feet)</i>					
Commercial	\$ 340	N/A	N/A	\$ 3,407	\$ 15,741	\$ 19,488
Office	452	N/A	N/A	3,560	13,531	17,543
Industrial	226	N/A	N/A	2,377	4,084	7,497

Source: Munifinancial

1. INTRODUCTION

This report presents an analysis of the need for public facilities to accommodate new development in the Town of Yucca Valley. This chapter explains the study approach and summarizes results under the following sections:

- Background and study objectives;
- Public facilities financing in California;
- Organization of the report; and
- Facility standards approach.

Background and Study Objectives

The primary policy objective of a public facilities fee program is to ensure that new development pays the capital costs associated with growth. To fulfill this objective public agencies should review and update their fee programs periodically to incorporate the best available information. The primary purpose of this report is to adjust fees to incorporate current facility plans to serve a 2025 service population for the Town of Yucca Valley.

The Town imposes public facilities fees under authority granted by the *Mitigation Fee Act*, contained in *California Government Code* Sections 66000 *et seq.* This report provides the necessary findings required by the *Act* for adoption of the revised fees presented in the fee schedules contained herein.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 30 years has steadily undercut the financial capacity of local governments to fund infrastructure. Three dominant trends stand out

- The passage of a string of tax limitation measures, starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
- Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses; and
- Steep reductions in federal and state assistance.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way". This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and

development impact fees also known as public facilities fees. Assessments and special taxes require approval of property owners and are appropriate when the funded facilities are directly related to the developing property. Development fees, on the other hand, are an appropriate funding source for facilities that benefit all development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

Organization of the report

The determination of a public facilities fee begins with the selection of a planning horizon and development of projections for population and employment. These projections are used throughout the analysis of different facility categories, and are summarized in Chapter 2.

Chapters 3 through 7 are devoted to documenting the maximum justified public facilities fee for each of the following five facility categories:

- General
- Storm Drains
- Parks
- Streets and Traffic
- Trails

The five statutory findings required for adoption of the proposed public facilities fees in accordance with the *Mitigation Fee Act* (codified in *California Government Code* Sections 66000 through 66025) are summarized in Chapter 12.

Facility Standards/Approach

A facility standard is a policy that indicates the amount of facilities required to accommodate service demand. Examples of facility standards include building square feet per capita and park acres per capita. Standards also may be expressed in monetary terms such as the replacement value of facilities per capita. The adopted facility standard is a critical component in determining new development's need for new facilities and the amount of the fee. Standards determine new development's fair share of planned facilities and ensure that new development does not fund deficiencies associated with existing development.

The most commonly accepted approaches to determining a facility standard are described below.

- The existing inventory method uses a facility standard based on the ratio of existing facilities to the existing development. Under this approach new development funds the expansion of facilities at the same rate that existing development has provided facilities to date. By definition, the existing inventory method does not consider facility deficiencies attributable to existing development. To increase facility standards the jurisdiction must secure funding in addition to development fees.

- * The **system plan method** calculates the standard based on the ratio of all existing plus planned facilities to total future demand (existing and new development). This method is used when (1) the local agency anticipates increasing its facility standard above the existing inventory standard discussed above, and (2) planned facilities are part of a system that benefit both existing and new development. Using a facility standard that is higher than the existing inventory standard creates a deficiency for existing development. The jurisdiction must secure non-fee funding for that portion of planned facilities required to correct the deficiency.
- * The **planned facilities method** calculates the standard solely based on the ratio of planned facilities to the increase in demand associated with new development. This method is appropriate when planned facilities only benefit new development, such as a sewer trunk line extension to a previously undeveloped area. This method also may be used when there is excess capacity in existing facilities that can accommodate new development. In that case new development can fund facilities at a standard lower than the existing inventory standard and still provide an acceptable level of facilities.

This study uses the existing inventory approach to determine facility standards for general facilities. Fees for parks, trails, and storm drains are based on the system plan method. Finally, streets and traffic fees are based on the planned facilities standard.

2. GROWTH PROJECTIONS

To assist in determining the appropriate fee structure, new development growth projections are used. Projected new development is estimated using the existing service population in 2004 as a base year with a Planning Horizon through the year 2025.

Use of Growth Projections for Impact Fees

Estimates of the existing service population and projections of growth are critical assumptions used throughout this report. These estimates are used as follows:

- Estimates of total development at the 2025 Planning Horizon are used to determine the total amount of public facilities required to accommodate growth and to allocate those costs on a per unit basis (for example, costs per capita or per EDU).
- Estimates of service population growth from 2004 to 2025 are used to allocate to new development its fair share of total planned facility needs.

To measure the existing service population and future growth, population and worker data, also identified as residents and workers, respectively, are used for the General and Parks and Trails facilities. These measures are used because numbers of residents and workers are reasonable indicators of the level of demand for public facilities. The Town builds public facilities primarily to serve these populations and, typically, the greater the population the larger the facility required to provide a given level of service. To measure growth for storm drains, the impervious surface area of a new development is linked to EDUs, while trip generation by use classification is used for streets and traffic signals.

Service Population Equivalent Dwelling Units and Jobs

Different types of new development use public facilities at different rates in relation to each other, depending on the services provided. In Chapters 3 through 5, a specific service population is identified for each facility category to reflect total demand. The service population weights residential land use types against non-residential land uses based on the relative demand for services between residents and workers. Chapter 6 uses an impervious surface area linked to an EDU factor that weights each land use type against one single-family unit's demand for services. Chapter 7 uses trip generation by use classification to determine the fees.

Land Use Types

To ensure a reasonable relationship between each fee and the type of development paying the fee, growth projections distinguish between different land use types. The land use types used in this analysis are defined below.

- **Single family:** Attached and detached one-family dwelling units; and
- **Multi-family:** All attached single family dwellings such as duplexes and condominiums, plus mobile homes, apartments, and dormitories.
- **Commercial:** All commercial, retail, educational, and hotel/motel development.
- **Office:** All general, professional, and medical office development.
- **Industrial:** All manufacturing and warehouse development.

Some developments may include more than one land use type, such as an industrial warehouse with living quarters (a live-work designation) or a planned unit development with both single and multi-family uses. In these cases the public facilities fee would be calculated separately for each land use type.

The Town should have the discretion to impose the public facilities fee based on the specific aspects of a proposed development regardless of zoning. The guideline to use is the probable occupant density of the development, either residents per dwelling unit or workers per building square foot. The fee imposed should be based on the land use type that most closely represents the probable occupant density of the development.

Occupant Densities

Occupant densities ensure a reasonable relationship between the increase in service population and amount of the fee. To do this, they must vary by the estimated service population generated by a particular development project. Developers pay the fee based on the number of additional housing units or building square feet of nonresidential development, so the fee schedule must convert service population estimates to these measures of project size. This conversion is done with average occupant density factors by land use type, shown in Table 2.0.

The residential occupant density factors are derived from the 2000 U.S. Census Bureau's Tables H-31 through H-33. Table H-31 provides vacant housing units data, while Table H-32 provides information relating to occupied housing. Table H-33 documents the total 2000 population residing in occupied housing. The US Census numbers are adjusted by using the California Department of Finance ("DOF") estimates for January 1, 2004 found on Table E.5, and the most recent State of California data available. The non-residential density factors are based on *Employment Density Study Summary report*, prepared for the Southern California Association of Governments, October 2001 by The Natelson Company. For example, the industrial density factor represents an average for light industrial, heavy industrial, and warehouse uses likely to occur in the Town.

Table 2.0: Density Assumptions

Land Use	Density	
<i>Residential</i>		
Single Family	2.29	Residents per Dwelling Unit
Multifamily	1.77	Residents per Dwelling Unit
<i>Non-residential</i>		
Commercial	2.50	Employees per 1,000 square feet
Office	3.33	Employees per 1,000 square feet
Industrial	1.67	Employees per 1,000 square feet

Source: 2000 Census, Tables H31-H33; California Department of Finance (DOF), Table E-5, 2004; Southern California Association of Governments (SCAG); MuniFinancial.

Growth Projections for Yucca Valley

The base year for this study is the year 2004. The existing facilities in 2004 combined with the planned facilities in 2025 will make up the system plan standard in our study.

Base year residential estimate is calculated using the California Department of Finance (DOF) January 1, 2004 estimates and information provided by Town staff. Base year employment estimates are based on data from the Southern California Association of Governments (SCAG) and the California Employment Development Department (EDD). Future 2025 population and dwelling units were provided by the Town of Yucca Valley. Employment projections were interpolated from the current employment estimates (provided by Claritas) by maintaining the jobs-housing ratio. Building square footage was computed by MuniFinancial using the density assumptions shown in Table 2.0.

Table 2.1 shows estimates of the growth in terms of residents and workers.

Table 2.1: Demographic Assumptions

	2004	2025	Increase
Residents ¹	18,410	33,880	15,470
Dwelling Units ¹			
Single Family	6,710	11,230	4,520
Multi-family	1,730	2,900	1,170
Total	8,440	14,130	5,690
Employment ^{2,3}			
Commercial	3,040	5,090	2,050
Office	660	1,100	440
Industrial	600	1,000	400
Subtotal	4,300	7,190	2,890
Other ⁴	1,640	2,750	1,110
Total	5,940	9,940	4,000
Building Square Feet (000s) ⁵			
Commercial	7,600	12,730	5,130
Office	2,200	3,670	1,470
Industrial	1,000	1,670	670
Total	10,800	18,070	7,270

¹ California Department of Finance (DOF), Southern California Association of Governments (SCAG), Data from Town of Yucca - Stan Hoffman and Associates Population Projections, March, 2005.

² Assumes percentage of employees by land use remains constant to total from 2004 to 2025.

³ Estimates by land use type based a Claritas report prepared for the Town of Yucca Valley, February 2004. Projected employment figures derived by assuming a constant ratio of jobs to housing.

⁴ Represents government and other institutional.

⁵ Based on employment by land use and occupant density shown in Table 2.0.

Sources: Table 2.0; California Department of Finance (DOF), Table E-6, 2004; Town of Yucca Valley; Southern California Association of Governments (SCAG); Claritas 2004; MuniFinancial.

3. GENERAL FACILITIES

The purpose of the fee is to ensure that new development funds its fair share of general public facilities. A fee schedule is presented based on the cost of these facilities to ensure that new development provides adequate funding to meet its needs.

Service Population

General public facilities serve both residents and businesses. Therefore, demand for services and associated facilities are based on the Town's service population including residents and workers.

Table 3.0 shows the estimated service population in 2004 and 2025. In calculating the service population, workers are weighted less than residents to reflect lower per capita service demand. Nonresidential buildings are typically occupied less intensively than dwelling units, so it is reasonable to assume that average per-worker demand for services is less than average per-resident demand. The 0.24-weighting factor for workers is based on a 40-hour workweek divided by the total number of hours in a week (168).

Table 3.0: General Facilities Service Population

	Residents	Workers	Service Population
Existing (2004)	18,410	5,940	19,840
New Development (2004-2025)	15,470	4,000	16,430
Total (2025)	33,880	9,940	36,270
Weighting factor	1.00	0.24	

Sources: Table 2.1; MuniFinancial

Facility Inventories, Plans & Standards

Existing Town facilities house the Town Council chambers, the Town Manager and Town Clerk's offices and other governance and administrative functions. These existing facilities, as well as, the current facility standard are noted in Table 3.1

Table 3.1: General Facilities Existing Standard

	Inventory	Cost/Unit	Total Value
<u>Existing Facilities</u>			
Land (acres)			
Town Hall Complex	9.27	\$ 20,000	\$ 185,000
California Welcome Center	1.75	20,000	35,000
Public Works Complex	1.60	20,000	32,000
Subtotal Land			\$ 252,000
Buildings (sq. ft.)			
Town Hall Complex			
Town Hall/Library	12,640	\$ 200	\$ 2,528,000
Community Center	11,922	250	2,981,000
Museum	5,108	200	1,022,000
California Welcome Center	4,400	200	880,000
Subtotal Town Hall Complex	34,070		\$ 7,411,000
Corporation Yard			
Admin. Building	6,897	\$ 200	\$ 1,379,000
Operations Building	9,623	200	1,925,000
Subtotal Corporate Yard	16,520		\$ 3,304,000
Total Facilities			\$ 10,967,000
Existing Service Population (2004)			19,640
Cost per Capita			\$ 553
Facility Standard per Resident			\$ 553
Facility Standard per Worker			133

Sources: Tables 2.1 and 3.0; Town of Yucca Valley; MuniFinancial

The contribution of new development towards future general facilities expenditures is captured in Table 3.2.

Table 3.2: New Development Development Contribution

Facility Standard Per Capita	\$	553
Growth in Service Population (2004-2025)		16,430
New Development Contribution	\$	9,082,000

Sources: Tables 3.0 and 3.1, MuniFinancial

Fee Schedule

Table 3.3 shows the proposed general facilities fees based on the existing inventory standard shown in Table 3.1. The cost per capita is converted to a fee per unit of new development based on dwelling unit and building space densities (persons per dwelling unit ("DU") for residential development and workers per 1,000 square feet ("KSF") of building space for non-residential development).

Table 3.3: General Facilities - Proposed Fee Schedule

Land Use	Costs per Capita	Density	Fee	Admin ¹	Total Fee	Fee / Sq. Ft.
<i>Residential</i>						
Single Family	\$ 553	2.29	\$ 1,265	\$ 25	\$ 1,290	
Multi-family	553	1.77	976	20	996	
<i>Non-residential</i>						
Commercial	\$ 133	2.50	\$ 333	\$ 7	\$ 340	\$ 0.34
Office	133	3.33	443	9	452	0.45
Industrial	133	1.67	222	4	226	0.23

¹ Administration fee of 2.0 percent

Sources: Tables 2.0 and 3.1; MuniFinancial

4. PARK FACILITIES

The purpose of the fee is to ensure that new development funds its fair share of park facilities. The Town would use fee revenues to expand park facilities to serve new development.

Service Population

Residents are the primary users of parkland. Therefore, demand for parks and associated facilities are based on the Town's residential population. Table 4.0 provides estimates of the resident population with a projection for the year 2025.

Table 4.0: Parks Facilities Service Population

	Residents
Existing (2004)	18,410
New Development (2004-2025)	15,470
Total (2025)	33,880

Source: Table 2.1

Facility Inventories, Plans & Standards

This section describes the Town's existing facility inventory, standards, and Planned Park facilities.

Existing Inventory

The Town owns and operates, or has agreements with other agencies to use various park facilities. The Town's inventory of improved park facilities includes approximately a total of 37.67 acres summarized in Table 4.1.

Table 4.1: Existing and Planned Park Facilities

Facility	Improved Acres	Unimproved Acres	Total Acres
<i>Existing Parks</i>			
Community Center Park	12.94		12.94
Jacobs Park	5.00		5.00
Machris Park	12.00		12.00
Remembrance Park	0.20		0.20
Sunnyslope Park	2.53	8.00	10.53
Paradise Valley Park	5.00		5.00
South Side Park		80.00	80.00
<i>Planned Parks</i>			
West End Park		10.00	10.00
East End Park		15.00	15.00
North End Park		10.00	10.00
Total Acres	37.67	123.00	160.67

Note: Excludes BLM patented open space lands

Sources: Town Parks Master Plan by Purkiss Rose-RSI, Dec. 18, 1998; Town of Yucca Valley; MunFinancial

Park Facility Standards

To calculate new development's need for new parks, municipalities commonly use a ratio expressed in terms of developed park acres per 1,000 residents. The current Town General Plan policy standard for parks is 5.0 acres per 1,000 residents. Additional information included in this report was taken from the Town Parks Master plan completed for the Town by Purkiss Rose-RSI in December 1999. According to the provided information, The Town currently has 37.67 acres of improved parkland. To reach the Town's planning standard of 5.0 acres per 1,000 residents, the acquisition and improvement of an additional 8.33 acres and 131.33 acres, respectively, by 2025 is required (as shown in Table 4.2).

Table 4.2: Parks Facilities General Plan Standard

General Plan Standard (developed acres per 1,000 residents)	5.00
2025 Service Population	<u>33,880</u>
Total Facilities Needs (acres)	169.00
Total Land Acquired	160.67
Deficit	(8.33)
Total Improved Acreage	37.67
Deficit	(131.33)

Sources: Table 4.0; Town of Yucca Valley Comprehensive General Plan, Prepared by Town of Yucca Valley Community Development Department, Dec. 14, 1995; MuniFinancial

Unit Costs for Land Acquisition and Improvement

Unit costs represent the current cost of park acquisition and improvement. This approach represents the land costs and level of improvements that existing development have provided to date. This approach ensures that the cost of facilities to serve new development is not artificially increased, and new development unfairly burdened, compared to existing development.

The unit costs used to estimate the total cost of parkland facility needs are shown in Table 6.4. All costs are expressed in 2004 dollars. Land acquisition costs and improvement costs are based on the Town's experience with park development.

Table 4.3: Park Facilities Unit Costs

	Average Cost
<i>Per Acre</i>	
Land Acquisition	\$ 20,000
Park Improvement	<u>200,000</u>
Total	\$ 220,000

Source: Town of Yucca Valley; MuniFinancial

Total Needs and Costs

The total amount of park facilities to serve growth is calculated by multiplying the facility standards developed in Table 4.2 by the growth in residents. The total cost of these needs for park facilities is based on the average unit costs for land acquisition and improvements shown in Table 4.3. To accommodate the increase in service population through 2025 new development or alternative sources would need to fund facilities estimated to cost approximately \$17 million as shown in Table 4.4.

Table 4.4: Park Facilities to Accommodate Growth

Land Acquisition

General Plan Standard (acres/1,000 residents)	5.00	
Resident Growth (2004-2025)	<u>15,470</u>	
Facility Needs (acres)	77.35	
Average Unit Cost (per acre)	\$ 20,000	
Total Cost of Facilities		\$ 1,547,000

Land Improvement

General Plan Standard (acres/1,000 residents)	5.00	
Resident Growth (2004-2025)	<u>15,470</u>	
Facility Needs (acres)	77.35	
Average Improvement Cost (per acre)	\$ 200,000	
Total Cost of Facilities		\$ <u>15,470,000</u>
Total		\$ 17,017,000

Source: Tables 4.0, 4.1, and 4.3; MuniFinancial

If the Town cannot acquire all 77.35 acres calculated in Table 4.4 because of land constraints, the Town may apply the same funds to rehabilitating, renovating, or rebuilding facilities in existing parks. The \$15.47 million in improvement facilities must be used for enhancing, upgrading, adding, or expanding new park facilities. Renovating and intensifying development of existing parks is another reasonable method for accommodating growth that could be used in conjunction with expanding improved park acreage. The use of fee revenues would be identified through planned parkland acquisition and improvement projects described in the most recently adopted version of annual capital improvement budget.

The Town anticipates that the park fees would be the primary revenue source to fund the planned facilities required to serve new development. Table 4.5 shows the share of

costs that could be attributed to new development. This amount represents the balance after allocating to new development its share of those planned Park facilities.

Table 4.5: Parks Facilities Costs per Capita for New Development

	Land Acquisition	Land Improvement
Cost Per Acre	\$ 20,000	\$ 200,000
Facility Standard (acres per 1,000 residents)	5.00	5.00
Cost Per 1,000 capita	100,000	1,000,000
	1,000	1,000
Cost Per Resident	\$ 100	\$ 1,000

Sources: Tables 4.3 and 4.4; MuniFinancial

Alternative Funding Sources

The Town can obtain the funding needed to complement facilities fee revenues over the Planning Horizon through non-fee revenue sources. This funding is necessary to justify the fee imposed on new development using the standard shown here. If this funding is not obtained, the new development will have paid too high a fee by the end of the Planning Horizon.

Fee Schedule

Park facility cost per resident is shown in Table 4.6.

Table 4.6: Parks Facilities Fees

Land Use	Cost per Capita	Density	Fee	Admin ¹	Total Fee
<i>Residential</i>					
Single Family					
Land Acquisition	\$ 100	2.29	\$ 229	\$ 5	\$ 233
Park Improvement	1,000	2.29	2,289	46	2,335
Total					\$ 2,568
Multi-family					
Land Acquisition	\$ 100	1.77	\$ 177	\$ 4	\$ 180
Park Improvement	1,000	1.77	1,765	35	1,800
Total					\$ 1,980

¹ Administration fee of 2.0 percent

Sources: Tables 2.0 and 4.5, Municipal

Fee Credits

The fee schedule in Table 4.6 includes separate components for land acquisition and improvement so that the Town can calculate a credit if a developer dedicates parkland or provides improvements. An average per-acre reimbursement is reasonable because the fees collected may not be used in the same area from which they were collected. The costs provided in this report represent the current Town-wide value.

6. TRAILS

The purpose of the fee is to ensure that new development funds its fair share of trails. The Town would use fee revenues to expand the town's network of trails to serve new development.

Service Population

Residents are the primary users of Yucca Valley's trails. Therefore, demand for hiking and bike trails, and their associated facilities, are based on the Town's residential population. Table 5.0 provides estimates of the resident population with a projection for the year 2025.

Table 5.0: Trails Facilities Service Population

	Residents
Existing (2004)	18,410
New Development (2004-2025)	15,470
Total (2025)	33,880

Source: Table 2.1

Facility Inventories, Plans & Standards

This section describes the Town's existing facility inventory, standards, and planned Trails facilities.

Proposed Inventory

The Town has a comprehensive Trail Master plan completed by RHA Landscape Architects – Planners, Inc. The Trails Master Plan was completed in June 2002. The Town has since made amendments to this Trails Master Plan and the information in this report reflects those changes. The proposed Trails facilities are summarized in Table 5.1

Table 5.1: Trail Inventory (Proposed)

	Estimated Construction Cost	Estimated Easement Cost ¹	Estimated Total Cost
Yucca Wash Trail - Reach 1	\$ 216,000	\$ -	\$ 216,000
Yucca Wash Trail - Reach 2	310,500	-	310,500
Yucca Wash Trail - Reach 3	234,000	990	234,990
California Riding & Hiking Trail - Yucca Wash - Reach 4	214,500	-	214,500
California Riding & Hiking Trail - Marvin Drive	85,800	3,300	89,100
California Riding & Hiking Trail - Hacienda Drive - Reach 1			
	276,900	1,320	278,220
California Riding & Hiking Trail - Hacienda Drive - Reach 2			
	191,100	4,290	195,390
California Riding & Hiking Trail - Chipmunk Trail	218,400	6,600	225,000
California Riding & Hiking Tr - Skyline Ranch Rd - Reach 1			
	280,800	2,310	283,110
California Riding & Hiking Tr - Skyline Ranch Rd - Reach 2			
	93,600	2,640	96,240
California Riding & Hiking Tr - Skyline Ranch Rd - Reach 3			
	189,000	4,290	193,290
Kickapoo Trail	144,300	2,640	146,940
Little Morongo Canyon Road - Reach 1	187,200	1,320	188,520
Little Morongo Canyon Road - Reach 2	136,500	660	137,160
Royal Springs Wash Trail	280,800	1,650	282,450
Black Rock Canyon Trail	148,200	10,230	158,430
East Burnt Mountain Wash Trail - Reach 1	144,300	2,640	146,940
East Burnt Mountain Wash Trail - Reach 2	226,200	8,250	234,450
East Burnt Mountain Wash Trail - Reach 3	261,300	-	261,300
San Andreas Road Trail - Reach 1	499,520	8,250	507,770
San Andreas Road Trail - Reach 2	472,760	3,960	476,720
San Andreas Road Trail - Reach 3	472,760	5,610	478,370
San Andreas Road Trail - Reach 4	148,200	990	149,190
Carmelita Wash Trail	202,800	-	202,800
Black Rock Wash Trail	148,200	-	148,200
Covington Wash Trail - Reach 1	183,800	1,650	185,450
Covington Wash Trail - Reach 2	226,200	3,960	230,160
Covington Wash Trail - Reach 3	265,200	3,960	269,160
Covington Wash Trail - Reach 4	214,500	4,290	218,790
Totals:	\$ 6,653,340	\$ 85,800	\$ 6,739,140
Total Trail Miles:	27.75		
Estimated Cost/Mile:	\$ 239,793	\$ 3,092	\$ 242,604

¹ Easement Costs inflated by 10 percent over costs provided in the Town of Yucca Valley Trails Bike Route Master Plan.

Sources: Town of Yucca Valley Adopted Trails/Bike Route Master Plan, March 10, 2005; Town of Yucca Valley Planning Department; MuniFinancial

Unit Costs for Land Acquisition and Improvement

Unit costs represent the current cost of construction and easement acquisition. By dividing the total costs over the 2025 service population, this approach ensures that there is an equitable distribution of costs between new and existing development.

Table 5.2 summarizes the per capita cost for completion of the Trails System facilities. All costs are expressed in 2004 dollars.

Table 5.2: Trails Facilities Cost per Capita

	Construction Costs	Easement Acquisition Costs ¹
Cost	\$ 6,653,340	\$ 85,800
2025 Service Population	33,880	33,880
Cost Per Resident	\$ 196	\$ 3
Total Cost per Resident		\$ 199

Sources: Tables 5.0 and 5.1; MuniFinancial

Allocation of Facilities Costs to New Development

The Town anticipates that the trail fees would be the primary revenue source to fund the planned facilities required to serve new development. The allocation of costs for trails facilities between the existing service population and new development is shown in Table 5.3. The trails impact fee would be used in conjunction with alternative funding sources to close the deficiency.

Table 5.3: Costs Attributable to New Development

	New Development Contribution	Total Planned Facilities	Deficiency To Be Funded By Non-Fee Revenue Sources
Cost per Resident	\$ 199		
New Development (2004-2025)	15,470		
New Development Contribution	\$ 3,077,169		
	\$ 3,077,169	\$ 6,739,140	\$ (3,661,971)

Sources: Tables 5.0 and 5.2; MuniFinancial

Fee Schedule

Table 5.4 shows the maximum allowable trails facilities fees based on the Master Plan standard. These cost factors are based on the cost per capita derived from the unit cost estimates and facility standards.

Table 5.4: Trails Facilities Fee

Land Use	Cost per Capita ¹	Density	Fee	Admin ¹	Total Fee
<i>Residential</i>					
Single Family					
Construction	\$ 196	2.29	\$ 449	\$ 9	\$ 458
Easement	3	2.29	6	0	6
Subtotal					\$ 464
Multi-family					
Construction	\$ 196	1.77	\$ 347	\$ 7	\$ 354
Easement	3	1.77	4	0	5
Subtotal					\$ 358

¹ Administration fee of 2.0 percent

Sources: Tables 2.0 and 5.2; MuniFinancial

Fee Credits

The fee schedule in Table 5.4 includes separate components for construction and easement acquisition so that the Town can calculate a credit if a developer dedicates trail easements or other improvements. This fee credit plan could be structured similar to the one discussed for Parks facilities in the previous chapter.

6. STORM DRAIN FACILITIES

This chapter documents a reasonable relationship between new development and the funding for proposed Storm Drain facilities. Information included in this chapter comes from the Yucca Valley Master Plan of Drainage (the "Storm Drain Study") completed in June 1999 by John M. Tettemer & Associates, Inc.

Equivalent Dwelling Units

Table 6.0 calculates the equivalent dwelling unit (EDU) for each land use using average densities shown in the December 1995 Yucca Valley General Plan and impervious surface values derived from United States Department of Agriculture. Table 6.1 shows the total existing and future EDUs for storm drainage facilities by land use.

Table 6.0: Storm Drains - Impervious Surface

	DU/Acre or Acre ¹	Average Percent Impervious ²	Equivalent Dwelling Unit (EDU) ³	Acres/ KSF ³	EDU/ KSF ³
<i>Residential (dwelling units)</i>					
Single Family	2.78	35%	1.00		
Multi-Family	10.85	68%	0.50		
<i>Non-residential</i>					
Commercial Space	1.00	90%	7.15	0.09	0.66
Office Space	1.00	95%	7.55	0.09	0.69
Industrial	1.00	75%	5.96	0.08	0.46

¹ Dwelling units per acre for residential usage and acres for Non-residential usage. Residential average based on midpoint of dwelling units per acre - Yucca Valley General Plan, December 1995.

² Percent Impervious Service derived from USDA data.

³ Floor Area Ratio ("FAR") per acre based upon Non-residential space classification .25 for Office, Retail & Service and .30 for Industrial space and derived by the following formula: $1/((43560 \cdot .25)/1,000)$ for Commercial and Office Space and $1/((43560 \cdot .30)/1,000)$ for Industrial and listed in KSF.

Sources: Yucca Valley General Plan, December 1995; MuniFinancial

Table 6.1: Storm Drain Facilities Total Equivalent Dwelling Units

	EDU Factor	Projected		Existing EDUs	Growth In EDUs	Total
		Existing (DU/KSF)	Growth (DU/KSF)			
<i>Residential</i>						
Single Family	1.00	6,710	4,520	6,710	4,520	11,230
Multi-Family	0.50	1,730	1,170	865	585	1,450
Total Dwelling Units		8,440	5,690	7,575	5,105	12,680
<i>Non-residential</i>						
Commercial Space	0.66	7,600	5,130	5,016	3,386	8,402
Office Space	0.69	2,200	1,470	1,518	1,014	2,532
Industrial	0.46	1,000	670	460	308	768
Total KSF Commercial		10,800	7,270	6,994	4,708	11,702
Total				14,569	9,813	24,382
Percent of Total				59.8%	40.2%	100.0%

Sources: Tables 2.1 and 6.0, MuniFinancial

Facility Inventories, Plans & Standards

Hydrologic modeling uses a "design storm" to estimate the rainfall runoff needing to be accommodated by Storm Drain facilities. The measure of a design storm is typically expressed in terms of the probability of a particular storm in any one year. For example, a 100-year storm is the storm that would occur on average once during 100 years. Facilities designed to accommodate runoff from this type of storm provide 100-year flood protection.

The modeling completed for the Storm Drain Study was based on 100 year and 25-year peak discharges using an approved watershed sub-area delineation map with defined flow paths. Selected peak discharges resulting from the computations were used in sizing the drainage facilities.

The Yucca Valley Master Plan of Drainage developed two different types of storm drain systems, a non-detained system, with an estimated cost of \$121,303,000, and a detained system with an estimated cost of \$102,016,000. Based upon information provided by the Town, the detained system was selected as the preferred system.

The storm drainage facilities fee uses a facility standard (Table 6.2) to demonstrate a reasonable relationship between new development and the need for new facilities. The facility standard is based on the planned facilities investment into the Town's system of storm drainage facilities on a per EDU basis. The need for new storm drainage facilities is determined by maintaining the same investment on a per EDU basis as new development occurs.

Table 6.2: Storm Drain Facilities Standard

	Cost (2004)
Detained Flood Control System Projected Cost ¹	\$ 102,016,000
Cost Escalator ²	1.21
Escalated Detained Flood Control System Cost	\$ 123,439,360
 Total EDUs (2025)	 24,382
 Equity per EDU	 \$ 5,063

¹ Town of Yucca Valley Master Plan of Drainage - Final Report Prepared by John M. Tettemer & Associates, Inc. A Division of Kelth Companies, Inc. June 1999.

² Engineering News Record Construction Cost Index - June 1999 to November 2004.

Sources: Table 6.1; Town of Yucca Valley; MuniFinancial

Table 6.3 presents the cost of upgraded, expanded, or new storm drainage improvements needed to accommodate new development. The new development contribution shown in the table represents the total revenue that the storm drain facilities fee would generate.

Table 6.3: Storm Drain Facilities to Accommodate Growth

	Total
Facility Standard Per EDU	\$ 5,063
Growth in EDUs (2005-2025)	9,813
 New Development Contribution	 \$ 49,681,428

Sources: Tables 6.2 and 6.3; MuniFinancial

Fee Schedule

Table 6.4 shows the sewer facilities fee based on the cost per EDU shown in Table 6.2. The cost per EDU is converted to a fee per unit of development based on dwelling units for residential and 1,000 building square feet for nonresidential development.

Table 6.4: Storm Drain Facilities Fee

Land Use	Cost per EDU	EDU	Fee	Admin ¹	Total Fee	Fee / Sq. Ft.
<i>Residential</i>						
Single Family	\$ 5,063	1.00	\$ 5,060	\$ 101	\$ 5,161	
Multifamily	5,063	0.50	2,530	51	2,581	
<i>Non-residential</i>						
Commercial	\$ 5,063	0.66	\$ 3,340	\$ 67	\$ 3,407	\$ 3.41
Office	5,063	0.69	3,490	70	3,560	3.56
Industrial	5,063	0.46	2,330	47	2,377	2.38

¹ Administration fee of 2.0 percent

Sources: Tables 6.0 and 6.2; MuniFinancial

7. STREETS AND TRAFFIC

This chapter summarizes an analysis of the need for streets and related transportation facilities to accommodate growth within the Town of Yucca Valley. It documents a reasonable relationship between new development and a traffic fee to fund streets and related transportation facilities that serve new development.

Trip Demand

Estimates of existing and new development provide the basis for calculating the traffic facilities fee. Estimates of existing development provide the basis for the facility standard. The facility standard is used to determine the rate at which new development must increase the value of the Town's equity in its system of street improvements. Estimates of new development are used to calculate the total amount of fee revenues that would be generated.

The need for street improvements is based on the trip demand placed on the system by development. A reasonable measure of demand is the number of average daily vehicle trips, adjusted for the type of trip. Vehicle trip generation rates are a reasonable measure of demand on the Town's system of street improvements across all modes because alternate modes (transit, bicycle, pedestrian) often substitute for vehicle trips.

The two types of trips adjustments made to trip generation rates to calculate trip demand are described below:

- Pass-by trips are deducted from the trip generation rate. Pass-by trips are intermediates stops between an origin and a final destination that require no diversion from the route, such as stopping to get gas on the way to work.
- The trip generation rate is adjusted by the average length of trips for a specific land use category compared to the average length of all trips on the street system.

Table 7.0 shows the calculation of trip demand factors by land use category based on the adjustments described above. Data is based on extensive and detailed trip surveys conducted in the San Diego region by the San Diego Association of Governments. The surveys provide one of the most comprehensive databases available of trip generation rates, pass-by trips factors, and average trip length for a wide range of land uses. Urban development patterns are similar enough among the San Diego and Southern California/Los Angeles regions to make the use of the San Diego data applicable to the Town of Yucca Valley.

Table 7.0: Trip Rate Adjustment Factor

	Non-Pass-by Trips		Total Excluding Pass-by ¹	Average Trip Length ²	Adjustment Factor ³	Average Daily Trips ⁴	Trip Demand Factor ⁵
	Primary Trips ¹	Diverter Trips ¹					
<i>Residential⁶</i>							
Single Family	86%	11%	97%	7.9	1.04	10	10.4
Multifamily	86%	11%	97%	7.9	1.04	8	8.3
<i>Nonresidential⁷</i>							
Commercial	47%	31%	78%	3.6	0.38	70	26.6
Office	77%	18%	96%	8.8	1.14	20	22.8
Industrial	92%	5%	97%	9.0	1.18	7	8.3

¹ Percent of total trips. Primary trips are trips with no midway stops, or "links". Diverter trips are linked trips whose distance adds at least one mile to the primary trip. Pass-by trips are links that do not add more than one mile to the total trip and therefore place little additional burden on the street system. As a result the trip adjustment factor includes a reduction for the share of pass-by trips.

² In miles.

³ The trip adjustment factor equals the percent of non-pass-by trips multiplied by the average trip length and divided by the systemwide average trip length of 6.8 miles.

⁴ Trips per dwelling unit or per 1,000 building square feet.

⁵ The trip demand factor is the product of the trip adjustment factor and the average daily trips.

⁶ Trip percentages, average trip lengths, and average daily trips based on "residential" category. See SANDAG for source, below.

⁷ Trip percentages, average trip lengths, and average daily trips for commercial based on "community shopping center" category, for office based on "standard commercial office" category, and for industrial based on "industrial park (no commercial)" category. See

Sources: San Diego Association of Governments, *Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region*, July 1998; MuniFinancial.

Table 7.1 estimates the trip demand for existing and new development on the Town's system of street improvements. Total trip demand is based on the trip demand factors calculated in Table 7.0 and the growth estimates in Table 2.1. As shown in the table, new development would represent about 40.5 percent of total trip demand.

Table 7.1: Trip Demand From Existing and New Development

	Trip Demand Factor	Existing	Growth	Existing Trip Demand	Trip Demand From Growth	Total Trip Demand
<i>Residential</i>						
Single Family	10.36	6,710	4,520	69,485	46,806	116,291
Multi-family	8.28	1,730	1,170	14,332	9,693	24,025
Subtotal		8,440	5,690	83,817	56,499	140,316
<i>Nonresidential</i>						
Commercial	26.56	7,600	5,130	201,872	136,264	338,136
Office	22.83	2,200	1,470	50,231	33,564	83,795
Industrial	8.26	1,000	670	8,258	5,533	13,791
Subtotal		10,800	7,270	260,362	175,361	435,722
Total				344,179	231,860	576,038
Percent of Total				59.7%	40.3%	100%

Sources: Tables 2.1 and 7.0; MuniFinancial

Facility Inventories, Plans & Standards

The cost of streets and traffic facilities attributed to new development (Table 7.2) are used to develop a Streets and Traffic Signals facility standard in Table 7.3. This approach allows the town to use fee revenues only to those projects that add new facilities and otherwise expand capacities for new development and exclude projects that upgrade existing facilities. This standard calculates an existing equity per trip that becomes the standard used in fee determination.

Table 7.2: Streets & Traffic Facilities Master Plan Cost Summary for New Development
Cost

		Cost
<u>Streets</u>		
ROW Costs to widen SR 62 - West Town Boundary to Kickapoo Trail, 2.89 AC	\$	1,346,408
Widen SR 62 to 6 Lanes - West Town Boundary to Kickapoo Trail, 1.42 miles		2,227,500
ROW Costs to widen SR 62 - Kickapoo Trail to Acoma/Mohawk Trail, 1.32 AC		1,033,511
Widen SR 62 to 6 Lanes - Kickapoo Trail to Acoma/Mohawk Trail, 1.09 miles		1,707,750
ROW Costs to widen SR 62 - Acoma/Mohawk Trail to SR 247, 1.83 AC		1,427,160
Widen SR 62 to 6 Lanes - Acoma/Mohawk Trail to SR 247, 1.51 miles		2,361,150
ROW Costs to widen SR 62 - SR 247 to Hillon Avenue, 1.03 AC		802,775
Widen SR 62 to 6 Lanes - SR 247 to Hillon Avenue, 0.85 miles		1,336,500
ROW Costs to widen SR 62 - Hillon Avenue to Avalon Avenue, 1.03 AC		806,575
Widen SR 62 to 6 Lanes - Hillon Avenue to Avalon Avenue, 0.85 miles		1,336,500
ROW Costs to widen SR 62 - Avalon Avenue to Yucca Mesa Road, 1.26 AC		984,829
Widen SR 62 to 6 Lanes - Avalon Avenue to Yucca Mesa Road, 1.04 miles		1,633,500
ROW Costs to widen SR 247 - State Route 62 to San Juan Road, 12.19 AC		2,804,775
Widen SR 247 to 4 Divided Lanes - State Rte. 62 to San Juan Rd, 1.57 miles		12,322,412
ROW Costs to widen SR 247 - San Juan Rd. to Buena Vista Dr., 12.19 AC		2,804,775
Widen SR 247 to 4 Divided Lanes - San Juan Rd. to Buena Vista Dr., 1.57 miles		12,322,412
ROW Cost to widen SR 247 - Buena Vista Dr. to N. Town Boundary, 17.80 AC		4,093,113
Widen SR 247 to 4 Divided Lanes - Buena Vista Dr. to N. Town Bndry., 2.16 mi.		13,543,200
Widen Onaga Trail, 4 Lane Arterial Divided - Kickapoo Tr. to Joshua Lane		7,437,150
Widen Yucca Trail, 4 Lane Arterial Divided - Sage Ave. to Avalon Avenue		5,883,584
Widen Joshua Lane, 4 Lane Arterial Divided - Onaga Tr. to State Route 62		2,621,399
Widen/Construct Camino del Cielo, 4 Lane Collector - Onaga Tr. to Sunnyslope (2 Lanes)		851,941
Widen/Construct Sunnyslope Dr., 4 Lane Collector - Camino del Cielo to Pioneerstown (2 L		1,196,400
Widen Kickapoo Trail, 4 Lane Collector - Onaga Trail to State Route 62		387,318
Widen Pioneerstown Road, 4 Lane Collector - State Rte. 62 to Sunnyslope Drive		1,402,235
Widen Acoma Trail, 4 Lane Collector - Golden Bee Drive to State Rte. 62		3,327,726
Widen Sage Avenue, 4 Lane Collector - Golden Bee Drive to State Route 62		3,327,726
Widen Joshua Lane, 4 Lane Collector - Golden Bee Drive to Onaga Trail		2,065,485
Widen La Contenta Road, 4 Lane Collector - Yucca Trail to State Route 62		3,174,245
Widen Palomar Avenue, 4 Lane Collector - Joshua Lane to Yucca Trail		3,977,971
Widen Avalon Avenue, 4 Lane Collector - Yucca Trail to State Route 62		2,930,329
Widen Yucca Trail, 4 Lane Collector - Avalon Avenue to Yucca Mesa Road		4,037,342
Widen Onaga Trail, 4 Lane Collector - Joshua Lane to Palomar Avenue		2,983,479
Construct Onaga Trail, 4 Lane Collector - Camino del Cielo to Kickapoo Trail		1,703,882
Widen Joshua Drive, 4 Lane Collector - Acoma Trail to Joshua Lane		2,486,232
Widen Warren Vista Avenue, 2 Lane Collector - Yucca Trail to State Rte. 62		474,964
Widen Golden Bee, 2 Lane Collector - Acoma Trail to Joshua Lane		1,597,605
Widen Joshua Lane, 2 Lane Collector - Golden Bee Drive to Warren Vista		793,406
Subtotal - Streets	\$	117,555,292

Table 7.2: Streets & Traffic Facilities Master Plan Cost Summary for New Development

	Cost
<u>Traffic Safety</u>	
Raised Medians on SR 62 - West Town Boundary to Fairway Drive	\$ 810,000
Raised Medians on SR 62 - Fairway Drive to Camino del Cielo	1,114,000
Raised Medians on SR 62 - Camino del Cielo to Kickapoo Trail	1,114,000
Raised Medians on SR 62 - Kickapoo Trail to Elk Trail	1,336,000
Raised Medians on SR 62 - Cherokee Trail to Acoma/Mohawk Trail	616,000
Raised Medians on SR 62 - Acoma/Mohawk Trail to Palm Avenue	1,025,000
Raised Medians on SR 62 - Palm Avenue to Sage Avenue	794,000
Raised Medians on SR 62 - SR 247 to Warren Vista Avenue	1,198,000
Raised Medians on SR 62 - Warren Vista Avenue to Hilton Avenue	608,000
Raised Medians on SR 62 - Hilton Avenue to Balsa Avenue	640,000
Raised Medians on SR 62 - Balsa Avenue to Avalon Avenue	1,178,000
Raised Medians on SR 62 - Avalon Avenue to Indio Avenue	1,094,000
Raised Medians on SR 62 - Indio Avenue to Yucca Mesa Road	1,126,000
Sidewalks on both sides SR 62 - West Town Boundary to Fairway Dr.	276,000
Sidewalks on both sides SR 62 - Fairway Drive to Camino del Cielo	380,000
Sidewalks on both sides SR 62 - Camino del Cielo to Kickapoo Trail	380,000
Sidewalks on both sides SR 62 - Kickapoo Trail to Elk Trail	456,000
Sidewalks on both sides SR 62 - Elk Trail to Cherokee Trail	130,000
Sidewalks on both sides SR 62 - Cherokee Trail to Acoma/Mohawk Trail	210,000
Sidewalks on both sides SR 62 - Acoma/Mohawk Trail to Palm Avenue	350,000
Sidewalks on both sides SR 62 - Palm Avenue to Sage Avenue	378,000
Sidewalks on both sides SR 62 - Sage Avenue to SR 247	370,000
Sidewalks on both sides SR 62 - SR 247 to Warren Vista Avenue	408,000
Sidewalks on both sides SR 62 - Warren Vista Avenue to Hilton Avenue	208,000
Sidewalks on both sides SR 62 - Hilton Avenue to Balsa Avenue	218,000
Sidewalks on both sides SR 62 - Balsa Avenue to Avalon Avenue	402,000
Sidewalks on both sides SR 62 - Avalon Avenue to Indio Avenue	373,000
Sidewalks on both sides SR 62 - Indio Avenue to Yucca Mesa Road	384,000
Subtotal - Traffic Safety	\$ 17,576,000
<u>Traffic Signals</u>	
Yucca Trail @ Joshua Lane	\$ 500,000
Hwy 62/Camino Cielo	600,000
Hwy 62/Sage Avenue	500,000
Hwy 62/Joshua Lane	500,000
Hwy 62/Yucca Mesa Road/La Contenta Road	500,000
Yucca Trail/Avalon Avenue/Palomar Avenue	500,000
Onaga Trail/Acoma Trail	600,000
Subtotal - Traffic Signals	\$ 3,500,000
Total	\$ 138,631,292

Source: Town of Yucca Valley, Exhibit T, of the General Plan EIR Traffic Study prepared by Robert Kahn, John Kahn & Associates, 8/3/95

Table 7.3: Streets & Traffic Facilities Standard

	Cost
<i>Planned Projects</i>	
Street Improvements	\$ 117,555,292
Traffic Safety	17,576,000
Traffic Signals	3,500,000
Total Streets & Traffic Facilities	\$ 138,631,292
Less: Other Funding Sources (2004-2025) ¹	4,015,000
Net Facility Needs	\$ 134,616,292
Projected Trip Demand for Future Growth (2004-2025)	231,860
Standard Per Trip	\$ 581

¹ Represents portion of Measure I funding available for regional traffic projects. Estimated at \$182,500 per year.

Sources: Town of Yucca Valley; Tables 7.1 and 7.2; MuniFinancial

Fee and Revenue Schedules

The maximum justified fee for traffic facilities is shown in Table 7.4. The Town may adopt any fee up to that shown in the table. If the Town adopts a lower fee then it should consider reducing the fee for each land use by the same percentage. This approach would ensure that each new development project funds the same fair share of costs to improve the Town's system of street improvements.

Table 7.4: Streets & Traffic Facilities Fees

Land Use	Standard Per Trip	Trip Demand Factor	Fee	Admin ¹	Total Fee	Fee / Sq. Ft.
<i>Residential</i>						
Single Family	\$ 581	10.4	\$ 6,016	\$ 120	\$ 6,137	
Multi-family	581	8.3	4,813	96	4,909	
<i>Non-residential</i>						
Commercial	\$ 581	26.6	\$ 15,433	\$ 309	\$ 15,741	\$ 15.74
Office	581	22.8	13,266	265	13,531	13.53
Industrial	581	8.3	4,798	96	4,894	4.89

¹ Administration fee of 2.0 percent

Sources: Tables 7.0 and 7.3; MuniFinancial

8. IMPLEMENTATION

Programming Revenues and Projects with the CIP

The Town CIP should be amended to identify fee revenue with specific projects. The use of the CIP in this manner documents a reasonable relationship between new development and the use of those revenues.

The Town may decide to alter the scope of the planned projects or to substitute new projects as long as those new projects continue to represent an expansion of the Town's facilities. If the total cost of facilities varies from the total cost used as a basis for the fees, the Town should consider revising the fees accordingly.

For the five-year planning period of the CIP, the Town should consider allocating existing fund balances and projected fee revenue to specific projects. The Town can hold funds in a project account for longer than five years if necessary to collect sufficient monies to complete a project.

Identify Non-Fee Revenue Sources

The use of the method for calculating facility standards can identify revenue Deficiencies attributable to the existing service population. As fees are only imposed under the Act to fund new development's fair portion of facilities, the Town should consider how Deficiencies might be supplemented through the use of alternative funding sources. Potential sources of revenue include existing or new general fund revenues or the use of existing or new taxes. Any new tax would require two-thirds voter approval, while new assessments or property-related charges would require majority property-owner approval.

Inflation Adjustment

Appropriate inflation indexes should be identified in a fee ordinance including an automatic adjustment to the fee annually. Separate indexes for land and construction costs should be used. Calculating the land cost index may require the periodic use of a property appraiser. The construction cost index can be based on the Town's recent capital project experience or can be taken from any reputable source, such as the *Engineering news Record*. To calculate prospective fee increases, each index should be weighed against its share of total planned facility costs represented by land or construction, as appropriate.

Reporting Requirements

The Town should comply with the annual and five-year reporting requirements of the Act. For facilities to be funded by a combination of public fees and other revenues, identification of the source and amount of these non-fee revenues is essential.

Identification of the timing of receipt of other revenues to fund the facilities is also important.

9. MITIGATION FEE ACT FINDINGS

Fees are assessed and typically paid when a building permit is issued and imposed on new development projects by local agencies responsible for regulating land use (cities and counties). To guide the imposition of facilities fees, the California State Legislature adopted the Act with Assembly Bill 1600 in 1987 and subsequent amendments. The Act, contained in *California Government Code* §§66000 – 66025, establishes requirements on local agencies for the imposition and administration of fees. The Act requires local agencies to document five statutory findings when adopting fees.

The five findings in the Act required for adoption of the maximum justified fees documented in this report are: 1) Purpose of Fee, 2) Use of Fee Revenues, 3) Benefit Relationship, 4) Burden Relationship, and 5) Proportionality. They are each discussed below and are supported throughout the rest of this report.

Purpose of Fee

- *Identify the purpose of the fee (§66001(a)(1) of the Act).*

We understand that it is the policy of the Town that new development will not burden the existing service population with the cost of facilities required to accommodate growth. The purpose of the fees proposed by this report is to implement this policy by providing a funding source from new development for capital improvements to serve that development. The fees advance a legitimate Town interest by enabling the Town to provide municipal services to new development.

Use of Fee Revenues

- *Identify the use to which the fees will be put. If the use is financing facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in §65403 or §66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the facilities for which the fees are charged (§66001(a)(2) of the Act).*

Fees proposed in this report, if enacted by the Town, would be available to fund expanded facilities to serve new development. Facilities funded by these fees are designated to be located within the Town. Fees addressed in this report have been identified by the Town to be restricted to funding the following facility categories: General facilities, Park facilities, Trails facilities, Storm Drain facilities, and Streets and Traffic Signals.

Summary descriptions of the planned facilities such as size and cost estimates were provided by the Town and are included in Chapters 4 through 8 of this report. More thorough descriptions of certain planned facilities, including their specific location, if known at this time, are included in master plans, capital improvement plans, or other Town planning documents or are available from Town staff. The Town may change the list of planned facilities to meet changing needs and circumstances, as it deems necessary. The fees should be updated if these amendments result in a significant change in the fair share cost allocated to new development.

Planned facilities to be funded by the fees are described in the *facilities, Inventories, Plans and standards* sections in each facility category chapter.

Benefit Relationship

- * Determine the reasonable relationship between the fees' use and the type of development project on which the fees are imposed (§66001(a)(3) of the Act).

We expect that the Town will restrict fee revenue to the acquisition of land, construction of facilities and buildings, and purchase of related equipment, furnishings, vehicles, and services used to serve new development. Facilities funded by the fees are expected to provide a Town-wide network of facilities accessible to the additional residents and workers associated with new development. Under the Act, fees are not intended to fund planned facilities needed to correct existing Deficiencies. Thus, a reasonable relationship can be shown between the use of fee revenue and the new development residential and non-residential use classifications that will pay the fees.

Burden Relationship

- * Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed (§66001(a)(4) of the Act).

Facilities need is based on a facility standard that represents the demand generated by new development for those facilities. Facilities demand is determined as follows:

- o The service population is established based upon the number of residents and workers, which correlates to the demand for General facilities, Park facilities and Trails facilities;
- o Storm water generation is directly related to the impervious surface area of a new development and is linked to the number of EDUs and corresponds to an increased demand for Storm Drain facilities;
- o The number of vehicular trips generated per use classification determines Streets and Traffic Signals facilities demand.

For each facility category, demand is measured by a single facility standard that can be applied across land use types to ensure a reasonable relationship to the type of development. Service population standards are calculated based upon the number of residents associated with residential development and the number of workers associated with non-residential development. To calculate a single, per capita standard, one worker is weighted less than one resident based on an analysis of the relative use demand between residential and non-residential development. For Storm Drain facilities, facility standards are based on the impervious surface area of a development and linked to the number of EDUs as compared to one single-family dwelling unit.

The standards used to identify growth needs are also used to determine if planned facilities will partially serve the existing service population by correcting existing Deficiencies. This approach ensures that new development will only be responsible for its fair share of planned facilities, and that the fees will not unfairly burden new development with the cost of facilities associated with serving the existing service population.

Chapter 3 Growth Projections provides a description of how service population and growth projections are calculated. Facility standards are described in the *Facilities, Inventories, Plans and standards* sections of in each facility category chapter.

Proportionality

- Determine how there is a reasonable relationship between the fees amount and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (§66001(b) of the Act).

The reasonable relationship between each facilities fee for a specific new development project and the cost of the facilities attributable to that project is based on the estimated new development growth the project will accommodate. Fees for a specific project are based on the project's size or increases in the number of EDUs or vehicle trips. Larger new development projects can result in a higher service population, larger impervious surface areas, or a higher trip generation rate resulting in higher fee revenue than smaller projects in the same land use classification. Thus, the fees can ensure a reasonable relationship between a specific new development project and the cost of the facilities attributable to that project.

See *Chapter 3, Growth Projections*, or the *service population, Equivalent Dwelling Unit or Trip Rate Adjustment Factor* sections in each facility category chapter for a description of how service population, EDUs or Trip Rate Adjustment Factors are determined for different types of land uses. See the *Fee Schedule* section of each facility category chapter for a presentation of the proposed facilities fees.

ATTACHMENT "B"
ADDITIONAL FINDINGS

GENERAL FACILITIES: Additional Findings

Purpose:

The purpose of the general facilities fee is to provide funding for the construction and or expansions of existing general facilities within the Town. These include the Town Hall Complex, the California Welcome Center, and the Community Development/Public Works Complex. Specifically, these include the areas of Town Hall, Library, Community Center, Museum, California Welcome Center, the Community Development Administration Building, the Public Works Operations Building, and the future Animal Shelter. These facilities and their specifics are identified in Table 3.1 of the Study.

Use of Fee Revenues:

The revenue generated from this fee will be used to furnish the funding required to erect new municipal buildings or expand existing municipal buildings as described in the foregoing section. These facilities will provide centralized, efficient, and expanded public service facilities to accommodate the projected increase in the Town's population due to new development.

Benefit Relationship:

The new residential, commercial, office, and industrial development which are anticipated to occur during the planning period will generate significant additional demand for the administrative, management, professional, technical and para-professional services provided by the staffs of the Town's non-emergency services. This demand will occur among all components of the community and will require adequate provision for office expansion to accommodate the new growth. The fee recommended will apply to each of these community components, since all will contribute to the demand for new and expanded municipal services.

Burden Relationship:

New development will require the services supplied by the administrative offices of the Town's non-emergency services. These services will require adequate, convenient and efficient workspace to fulfill their public service requirements. Chapter 3 of the Study addresses General Facilities. Specifically, Tables 3.0, 3.1, and 3.2 establish the rational and methodology for determining the fee for new development, as identified in Table 3.3.

Proportionality:

Chapter 3 of the Study addresses General Facilities. Specifically, Tables 3.0, 3.1, and 3.2 establish the rational and methodology for determining the fee for new development, as identified in Table 3.3.

PARK FACILITIES: Additional Findings

Purpose:

The purpose of this fee is to provide funding for the acquisition and improvement of those park facilities and projects identified in the Parks Master Plan, and that are required to augment the Town's current park system to accommodate the needs of projected new growth and development in the Town.

Use of Fee Revenues:

The revenue generated from this fee will be used to purchase land and develop new community, neighborhood and specialized parks within the Town of Yucca Valley pursuant to the goals and objectives of such facilities contained in the General Plan and the Parks Master Plan.

Benefit Relationship:

The new residential development which is anticipated to occur during the planning period will generate significant need to improve and expand the Town's basic park facilities. This fee will be used to finance such improvements and additions. These new park facilities will be needed in order to accommodate the projected growth from new development which will be occurring during the planning period as well as maintain existing service levels.

Burden Relationship:

As noted previously, new development will require additional, improved or expanded park facilities to maintain existing service levels. Growth from new development will require adding five acres of new park facilities per 1,000 population to accommodate such growth and to maintain current service levels. Further, the new facilities will enhance the community's quality of live and living environment to the benefit of all its citizens.

Proportionality:

Chapter 4 of the Draft Study, including Tables 4.0, 4.1, 4.2, 4.3, 4.4, and 4.5, identify the methodology and basis for calculating the maximum fees that may be imposed for park facilities as identified in Table 4.6. No fees are recommended for commercial, office or industrial type development.

TRAILS FACILITIES: Additional Findings

Purpose:

Chapter 5 addresses the Town's trails system as identified in the Master Plan of Trails. The purpose of the fee is to ensure that development funds its fair share of the trails system.

Use of Fee Revenues:

The Town will use fee revenues to expand the Town's network of trails to serve new development. The continued implementation of the trails system will further encourage the use of this alternative transportation mode consistent with the General Plan's stated goals and objectives.

Benefit Relationship:

The projected residential development which is anticipated to occur during the planning period will generate significant additional demand and need for the trails network. The fee will be used to finance such improvements and additions that are necessary to serve new development that is projected to occur during the planning period.

Burden Relationship:

As noted above, new residential development generates additional pedestrian and multi-use traffic which will require additional or improved and/or expanded trail facilities to maintain existing service levels as new growth occurs.

Proportionality:

Chapter 5, specifically Tables 5.0, 5.1, 5.2, and 5.3, identify the methodology and basis for calculating the fee level identified in Table 5.4.

STORM DRAIN FACILITIES: Additional Findings

Purpose:

The purpose of this fee is to provide funding for the acquisition and improvement of those storm drain facilities and projects identified in the Master Plan of Drainage, and that are required to augment the Town's current flood control system to accommodate the needs of projected new growth and development in the Town.

Use of Fee Revenues:

The revenue generated from this fee will be used to purchase land and develop new storm drain facilities within the Town of Yucca Valley pursuant to the goals and objectives of such facilities contained in the General Plan and as identified in the Master Plan of Drainage, as well as within Chapter 6 of the Study.

Benefit Relationship:

The new residential, commercial, office and industrial development which are anticipated to occur during the planning period will generate significant need to improve and expand the Town's storm drain office. This fee will be used to finance such improvements and additions. These new storm drain facilities will be needed in order to accommodate the projected growth from new development which will be occurring during the planning period as well as maintain existing service levels.

Burden Relationship:

Chapter 6, specifically Table 6.2, establishes and demonstrates a reasonable relationship between new development and the need for new facilities. The facility standard is based on the planned facilities investment into the Town's system of storm drainage facilities on a per EDU basis.

Proportionality:

Chapter 6 of the Draft Study, including Tables 6.0, 6.1, 6.2, and 6.3, identify the methodology and basis for calculating the maximum fees that may be imposed for storm drain facilities as identified in Table 6.4

STREETS AND TRAFFIC: Additional Findings

Purpose:

Chapter 7 summarizes an analysis of the need for streets and related transportation facilities to accommodate growth within the Town of Yucca Valley. It documents a reasonable relationship between new development and a traffic fee to fund street and related transportation facilities that serve new development. The purpose of this fee is to provide funding for the construction of those improvements to the Town's street facilities as identified in Chapter 7.

Use of Fee Revenues:

The revenue generated from this fee is to provide funding for the construction of those improvements to the Town's street facilities as identified in Chapter 7, which are required to augment the Town's current street system to accommodate the needs of projected new growth and development in the Town.

Benefit Relationship:

The new residential, commercial and industrial development which is projected to occur during the planning period and to build out will generate significant additional traffic and the need to improve and expand the Town's street facility system. The fee will be used to provide for those capacity improvements and traffic and pedestrian safety improvements required by growth projections to maintain existing levels of service and to accommodate new growth and development.

Burden Relationship:

As noted in the previous section, each type of new residential, commercial, office and industrial development will generate additional traffic, which will create an incremental need to add to roadway capacity, and to improve traffic and pedestrian safety. Specifically in Chapter 7, Tables 7.0, 7.1, 7.2 and 7.3 establish the methodology and basis for the fees identified in Table 7.2

Proportionality:

The recommended fee is demand or trip generation based. Based upon trip generation rates, Chapter 7 identifies the costs attributable to new development including residential, commercial, office, and industrial. Specifically in Chapter 7, Tables 7.0, 7.1, 7.2 and 7.3 establish the methodology and basis for the fees identified in Table 7.2

ATTACHMENT "C"
DEVELOPMENT IMPACT FEE SCHEDULE

Subdivision, single family residential development:	\$9,081 Per Unit	
Infill, single family residential development:	\$2,568 Per Unit allocated to Park Facilities	
Multi-Family residential development:	\$3,600 Per Unit	
Commercial, Office and Industrial development:	Up to 3,000 sq. ft.	\$1.00 Per Sq. Ft.
	3,001 to 5,000 sq. ft.	\$2.00 Per Sq. Ft.
	5,001 to 10,000 sq. ft.	\$4.00 Per Sq Ft.*
	Over 10,000 sq. ft.	\$7.74 Per Sq. Ft.**
*Industrial Development is capped at:	\$3.18 Per Sq. Ft.	
**Office Development is capped at:	\$7.08 Per Sq. Ft.	

ATTACHMENT D
REVISED STUDY TABLES

**ATTACHMENT A
GENERAL FACILITIES**

Table 3.1 General Facilities Existing Standard

Existing Facilities	Inventory	Cost / Unit	Total Value
Land (Acres)			
Public Works Complex	1.6	20,000 \$	32,000
Buildings (sq-ft)			
Town Hall/Library	12,640	\$ 200 \$	2,528,000
Community Center	11,922	250 \$	2,980,500
Museum	5,108	200 \$	1,021,600
Corp. Yard Operations	9,623	200 \$	1,924,600
Animal Shelter (Future)**	10,000	150 \$	1,500,000
Total Facilities		\$	9,986,700
Existing Service Population			19,840
Cost Per Capita		\$	503
Facility Standard per Resident		\$	503
Facility Standard per Worker			103

** Animal Shelter costs applied to residential users only

Table 3.2: New Development Contribution

Facility Standard per Resident	\$	503
Growth in Residents (2005-2025)		15,470
Facility Standard per Worker		103
Growth in Workers (2005-2025)		4,000
New Development Contribution	\$	8,199,009

Table 3.3: General Facilities Fee

Land Use	Standard Per EDU	Density	Fee	Admin	Total Fee	Fee/ Sq-ft
<i>RESIDENTIAL</i>		(per dwelling unit)				
Single Family	\$ 503	2.29	\$ 1,152	\$ 29	\$ 1,181	
Multi Family	503	1.77	890	22	913	
<i>NON-RESIDENTIAL</i>		(per 1,000 square feet building area)				
Commercial	\$ 103	2.50	\$ 258	\$ 6	\$ 264	\$ 0.26
Office	103	3.33	343	9	352	0.35
Industrial	103	1.67	172	4	176	0.18

**ATTACHMENT B
STORM DRAIN FACILITIES**

Table 6.2: Storm Drain Facilities Standard

		(2004 Costs)
Detained Flood Control System Projected Cost	\$	102,016,000
Cost Escalator		121%
Escalated Detained Flood Control System Cost		123,439,360
Facilities Standard Cost Allocation:	50% \$	61,719,680
Total EDUs (2025)		24,382
Equity Per EDU	\$	2,531

Table 6.3: Development Share of Storm Drain Facilities

Facility Standard Per EDU	\$	2,531
Growth in EDUs (2005-2025)		9,813
New Development Contribution	\$	24,840,260

Table 6.4: Storm Drain Facility Fees

Land Use	Standard Per EDU	EDU Factor	Fee	Admin	Total Fee	Fee/ Sq-ft
RESIDENTIAL		(per dwelling unit)				
Single Family	\$ 2,531	1.00	\$ 2,531	\$ 101	\$ 2,632	
Multi Family	2,531	0.50	1,266	51	1,316	
NON-RESIDENTIAL		(per 1,000 square feet building area)				
Commercial	\$ 2,531	0.66	\$ 1,670	\$ 67	\$ 1,737	\$ 1.74
Office	2,531	0.69	1,746	70	1,816	1.82
Industrial	2,531	0.46	1,164	47	1,211	1.21

ATTACHMENT C STREETS AND TRAFFIC

Table 7.2: Streets & Traffic Facilities Master Plan Cost Summary for New Development

<u>Streets</u>	<u>Cost</u>
ROW Costs to widen SR 62 - West Town Boundary to Kickapoo Trail, 2.89 AC	\$ 1,346,406
Widen SR 62 to 6 Lanes - West Town Boundary to Kickapoo Trail, 1.42 miles	2,227,500
ROW Costs to widen SR 62 - Kickapoo Trail to Acoma/Mohawk Trail, 1.32 AC	1,033,511
Widen SR 62 to 6 Lanes - Kickapoo Trail to Acoma/Mohawk Trail, 1.09 miles	1,707,750
ROW Costs to widen SR 62 - Acoma/Mohawk Trail to SR 247, 1.83 AC	1,427,190
Widen SR 62 to 6 Lanes - Acoma/Mohawk Trail to SR 247, 1.51 miles	2,361,150
ROW Costs to widen SR 62 - SR 247 to Hilton Avenue, 1.03 AC	802,775
Widen SR 62 to 6 Lanes - SR 247 to Hilton Avenue, 0.85 miles	1,336,500
ROW Costs to widen SR 62 - Hilton Avenue to Avalon Avenue, 1.03 AC	806,575
Widen SR 62 to 6 Lanes - Hilton Avenue to Avalon Avenue, 0.85 miles	1,336,500
ROW Costs to widen SR 62 - Avalon Avenue to Yucca Mesa Road, 1.26 AC	984,829
Widen SR 62 to 6 Lanes - Avalon Avenue to Yucca Mesa Road, 1.04 miles	1,633,500
ROW Costs to widen SR 247 - SR 62 to San Juan Road, 12.19 AC	2,804,775
Widen SR 247 to 4 Divided Lanes - SR 62 to San Juan Road, 1.57 miles	3,140,000
ROW Costs to widen SR 247 - San Juan Road to Buena Vista Drive, 12.19 AC	2,804,775
Widen SR 247 to 4 Divided Lanes - San Juan Road to Buena Vista Drive, 1.57 miles	3,140,000
ROW Cost to widen SR 247 - Buena Vista Drive to N. Town Boundary, 17.80 AC	4,093,113
Widen SR 247 to 4 Divided Lanes - Buena Vista Drive to N. Town Boundary, 2.16 miles	4,320,000
Widen Onaga Trail, 4 Lane Arterial Divided - Kickapoo Trail to Joshua Lane	7,437,150
Widen Yucca Trail, 4 Lane Arterial Divided - Sage Avenue to Avalon Avenue	5,883,584
Widen Joshua Lane, 4 Lane Arterial Divided - Onaga Trail to SR 62	2,621,399
Widen Kickapoo Trail, 4 Lane Collector - Onaga Trail to SR 62	387,318
Widen Acoma Trail, 4 Lane Collector - Golden Bee Drive to SR 62	3,327,726
Widen Sage Avenue, 4 Lane Collector - Golden Bee Drive to SR 62	3,327,726
Widen Joshua Lane, 4 Lane Collector - Golden Bee Drive to Onaga Trail	2,065,485
Widen La Contenta Road, 4 Lane Collector - Yucca Trail to SR 62	3,174,245
Widen Palomar Avenue, 4 Lane Collector - Joshua Lane to Yucca Trail	3,977,971
Widen Avalon Avenue, 4 Lane Collector - Yucca Trail to SR 62	2,930,329
Widen Yucca Trail, 4 Lane Collector - Avalon Avenue to Yucca Mesa Road	4,037,342
Widen Onaga Trail, 4 Lane Collector - Joshua Lane to Palomar Avenue	2,983,479
Widen Joshua Drive, 4 Lane Collector - Acoma Trail to Joshua Lane	2,486,232
Widen Warren Vista Avenue, 2 Lane Collector - Yucca Trail to SR 62	474,064
Widen Joshua Lane, 2 Lane Collector - Golden Bee Drive to Warren Vista Drive	793,406
Widen Sage Avenue, 4 Lane Collector - SR 62 to Sunnyslope Drive	1,147,492
Widen Deer Trail, 4 Lane Collector - Onaga Trail to SR 62	1,032,743
Widen Balsa Avenue, 4 Lane Collector - Yucca Trail to SR 62	1,338,740
Widen Yucca Mesa Road, 4 Lane Collector - SR 62 to N. Town Boundary	4,360,469
Widen Buena Vista Drive, 4 Lane Collector - SR 247 to Yucca Mesa Road	6,196,455
Construct Sunnyslope Drive, 4 Lane Collector - Balsa Avenue to La Contenta Road	3,858,874
Construct Indio Avenue, 2 Lane Industrial - Yucca Trail to SR 62	4,879,468
Total:	\$ 106,029,446

Table 7.2: Streets & Traffic Facilities Master Plan Cost Summary for New Development

<u>Traffic Safety</u>	<u>Cost</u>
Raised Medians on SR 62 - West Town Boundary to Fairway Drive	\$ 810,000
Raised Medians on SR 62 - Camino del Cielo to Kickapoo Trail	\$ 1,114,000
Raised Medians on SR 62 - Cherokee Trail to Acoma/Mohawk Trail	\$ 616,000
Raised Medians on SR 62 - Palm Avenue to Sage Avenue	\$ 794,000
Raised Medians on SR 62 - SR 247 to Warren Vista Avenue	\$ 1,198,000
Raised Medians on SR 62 - Warren Vista Avenue to Hilton Avenue	\$ 608,000
Raised Medians on SR 62 - Hilton Avenue to Balsa Avenue	\$ 640,000
Raised Medians on SR 62 - Balsa Avenue to Avalon Avenue	\$ 1,178,000
Raised Medians on SR 62 - Indio Avenue to Yucca Mesa Road	\$ 1,126,000
Sidewalks on both sides SR 62 - West Town boundary to Fairway Drive	\$ 276,000
Sidewalks on both sides SR 62 - Fairway Drive to Camino del Cielo	\$ 380,000
Sidewalks on both sides SR 62 - Camino del Cielo to Kickapoo Trail	\$ 380,000
Sidewalks on both sides SR 62 - Kickapoo Trail to Elk Trail	\$ 456,000
Sidewalks on both sides SR 62 - Elk Trail to Cherokee Trail	\$ 130,000
Sidewalks on both sides SR 62 - Cherokee Trail to Acoma/Mohawk Trail	\$ 210,000
Sidewalks on both sides SR 62 - Acoma/Mohawk Trail to Palm Avenue	\$ 350,000
Sidewalks on both sides SR 62 - Palm Avenue to Sage Avenue	\$ 378,000
Sidewalks on both sides SR 62 - Sage Avenue to SR 247	\$ 370,000
Sidewalks on both sides SR 62 - SR 247 to Warren Vista Avenue	\$ 408,000
Sidewalks on both sides SR 62 - Warren Vista Avenue to Hilton Avenue	\$ 208,000
Sidewalks on both sides SR 62 - Hilton Avenue to Balsa Avenue	\$ 218,000
Sidewalks on both sides SR 62 - Balsa Avenue to Avalon Avenue	\$ 402,000
Sidewalks on both sides SR 62 - Avalon Avenue to Indio Avenue	\$ 373,000
Sidewalks on both sides SR 62 - Indio Avenue to Yucca Mesa Road	\$ 384,000
Subtotal - Traffic Safety	\$ 13,007,000
<u>Traffic Signals</u>	<u>Cost</u>
Yucca Trail @ Joshua Lane	\$ 500,000
SR 62/Camino del Cielo	\$ 500,000
SR 62/Sage Avenue	\$ 500,000
SR 62/Joshua Lane	\$ 500,000
SR 62/Yucca Mesa Road/La Contenta Road	\$ 500,000
Yucca Trail/Avalon Avenue/Palmar Avenue	\$ 500,000
Onaga Trail/Acoma Trail	\$ 500,000
Subtotal - Traffic Signals	\$ 3,500,000
TOTAL: \$ 16,507,000	

Table 7.3: Streets & Traffic Facilities Standard

Planned Projects	
Street Improvements	\$ 106,029,446
Traffic Safety	13,007,000
Traffic Signals	<u>3,500,000</u>
Total Streets & Traffic Facilities	\$ 122,536,446
Less: Other Funding Sources 2004-2025	(4,015,000)
Net Facility Needs	\$ 118,521,446
Development Share: 40%	47,408,578
Projected Trips Demand for Future Growth	231,860
Standard Per Trip	\$ 204

Table 7.4: Streets & Traffic Facility Fees

Land Use	Standard Per Trip	Trip Demand Factor	Fee	Admin	Total Fee	Fee/ Sq-ft
RESIDENTIAL		(per dwelling unit)				
Single Family	\$ 204	10.4	\$ 2,122	\$ 120	\$ 2,242	
Multi Family	204	8.3	1,693	96	1,789	
NON-RESIDENTIAL		(per 1,000 square feet building area)				
Commercial	\$ 204	26.6	\$ 5,426	\$ 308	\$ 5,734	\$ 5.73
Office	204	22.8	4,651	264	4,915	4.91
Industrial	204	8.3	1,693	96	1,789	1.79

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle, Deputy Town Manager
Date: October 10, 2011
For Council Meeting: October 18, 2011

Subject: SR 62/SR 247 Traffic Signal Median Island Project
Approval of Plans and Specifications
Authorization to Advertise for Construction

Prior Council Review: The Town Council discussed this matter at its meeting of October 4, 2011. The Town Council requested that this matter be returned to full Council for discussion and consideration. The Town Council appropriated funds for this project with adoption of the FY 2011/2012 Budget.

Recommendation: That the Town Council approves the Plans and Specifications for the SR 62/SR 247 Traffic Signal and Median Island Project, and authorizes staff to advertise the project for construction following the California Department of Transportation, Headquarters offices, issuance of authorization to proceed.

Executive Summary: Town Council authorization to advertise construction of capital projects is sought prior to staff proceeding with the advertising process. The Town has obtained the necessary encroachment permit from Caltrans District 8. Final Caltrans Headquarters approval of the federal funding is scheduled to occur after October 1, 2011, with the beginning of the 2012 federal fiscal year.

Order of Procedure:

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

Discussion: The construction of controlled left turn movements (controlled green turn arrows) for the north/south legs of the SR 62/247 intersection has been a long term goal for the Town. Caltrans required warrants could not be satisfied, and the Town could not proceed with the project for a number of years. Following numerous discussions with Caltrans District 8, the Town was authorized for the construction of controlled left turn movements, with the additional requirement to construct raised median islands on SR 247 and Joshua Lane.

Reviewed By:

Town Manager

Town Attorney

Mgmt Services

Dept Head

____ Department Report

____ Ordinance Action

____ Resolution Action

____ Public Hearing

____ Consent

____ Minute Action

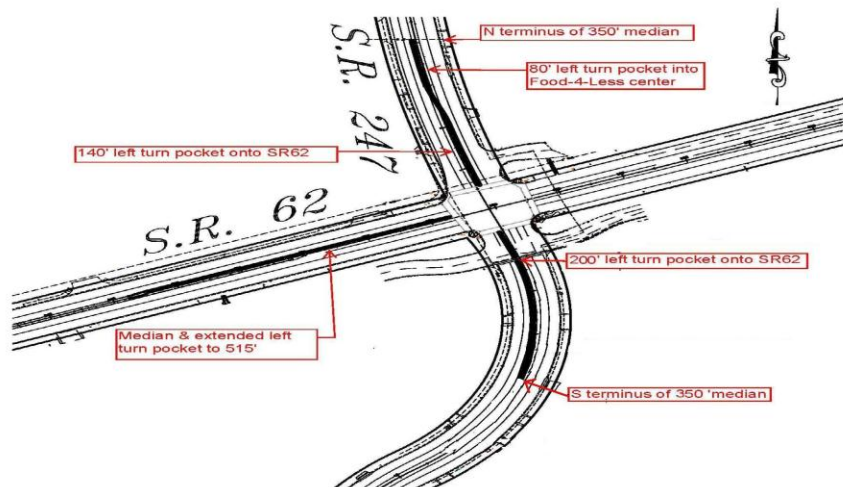
____ Receive and File

____ Study Session

The purpose of the raised median islands is to prevent turning movement from/to the State Highways in proximity to the intersection, as well as to ensure maximum traffic flow or mobility and reducing avoidable vehicular delays at the intersection. In addition to the above improvements, the existing turn pocket for east bound traffic, for the north bound movement to SR 247, will be lengthened to allow for additional vehicle stacking capacity.

The approved Caltrans plans identify the SR 247 Median Island extending from SR 62 to the northern most driveway entrance to the Food-4-Less shopping center, which is located between Barr Lumber and Papa John's Pizza. For the Joshua Lane median island, Caltrans required a minimum length of 200' to be constructed on Joshua Lane. The Plans and Specifications are on file in the Town Clerk's office for review. Figure 1 below illustrates the limits of the raised median island improvements as recommended.

FIGURE 1.



This project is consistent with the General Plan and General Plan Environmental Impact Report (GP EIR). Figure 2 illustrates General Plan Circulation Element lane configuration for the SR 62/247/Joshua Lane intersection and those configurations are described below.

SR 62 West Bound:

- 2 through lanes
- 1 through/right hand turn lane (north to SR 247)
- 2 left hand turn lanes (south to Joshua Lane)

Joshua Lane North Bound:

- 2 through lanes
- 1 right hand turn lane (east on 62)
- 1 left hand turn lane (west on 62)

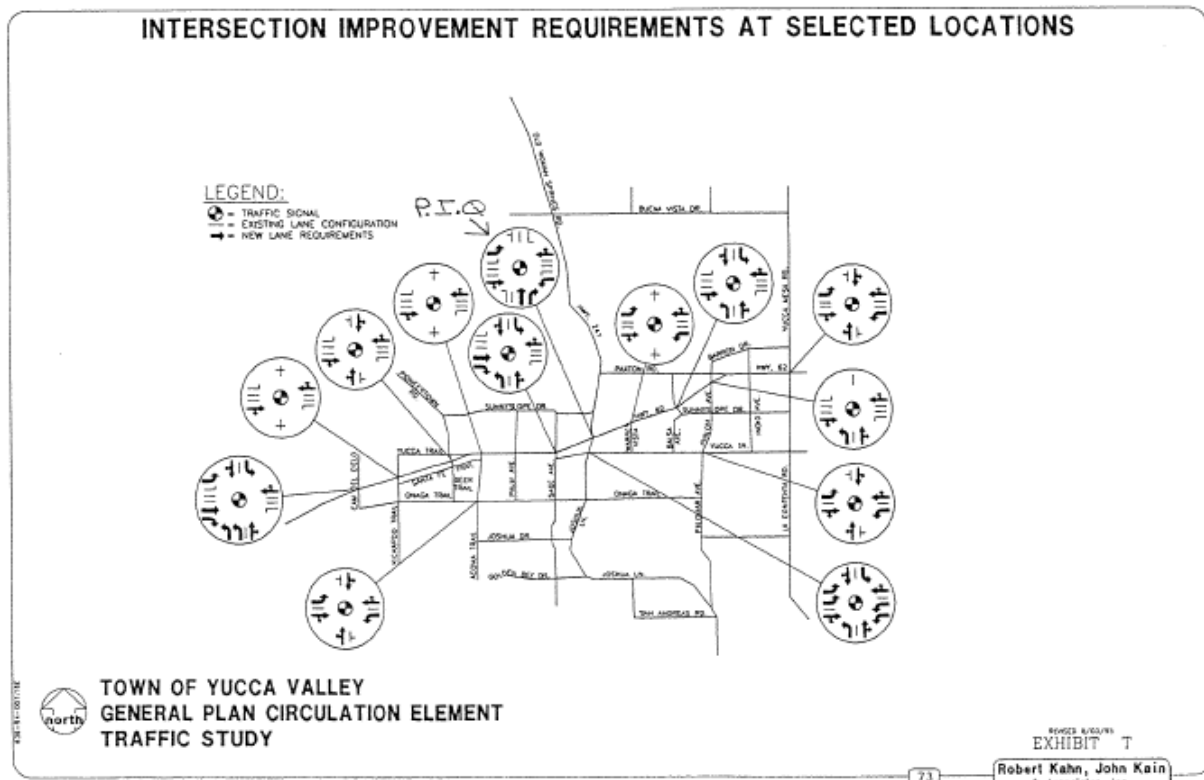
SR 62 East Bound:

- 2 through lanes
- 1 through/right hand turn lane (north to SR 247)
- 2 left hand turn lanes (south to Joshua Lane)

SR 247 South Bound

- 1 through lane
- 1 through/right hand turn lane
- 1 left hand turn lane

FIGURE 2:



The General Plan Circulation Element build out scenario projects the following traffic volumes in comparison to existing traffic volumes.

Street Segment:	Existing Volumes	GP Projected Volumes
SR 62 E/W	28,500	60,000 ADTs
SR 247 N of SR 62	12,000	32,000 ADTs
Joshua Lane S of 62	5,103	19,000 ADTs

In summary, the project continues to implement and is consistent with the adopted General Plan Circulation Element configuration for the intersection, as well as remains consistent with the Route SR 62 and Route SR 247 Concept Route Reports approved by Caltrans District 8.

Accident history for the intersection is as follows, and is depicted in Attachment C to this staff report.

YEAR	ACCIDENTS
2010	20
2009	10
2008	28
2007	25
Total:	83
Total Injury:	16

Due to the impacts to business access that are created by the construction of raised Median islands on Joshua Lane, the Town retained the services of Albert A. Webb Associates to assist the Town in identifying the final design parameters for overall raised median island design, specifically in regards to the point of termination. This approach was employed to ensure maximum traffic mobility, reducing potential intersection conflicts and delays, and to maximize to the extent possible, business access based upon existing conditions and alternative access routes.

Exhibit J to this staff report illustrates the vehicular turning movement conflict points under existing conditions. Exhibit J clearly illustrates the turning movement conflicts which result in “pushing” traffic conditions into the intersection of SR 62/SR247. Exhibit K and Exhibit L identify two alternatives for the length of raised median island on Joshua Lane. Based upon the above identified factors, the recommended final design is based upon the termination point as depicted in Exhibit L. This alternative would terminate the raised median island on Joshua Lane with sufficient distance for left hand turns into the public alley separating Chase Bank from the Courtyard Commercial property.

Town staff held several public outreach meetings for property owners affected by this project. A majority of the concerns were expressed by businesses fronting onto 29 Palms Outer Highway South, between Joshua Lane and Airway Avenue. While the elimination of the left hand turning movement from SR 62/Joshua Lane eastbound onto the Outer Highway is being eliminated with this project, alternative access via Airway or north bound on Joshua Lane continue to be available. Numerous suggestions were received during the public outreach meetings, including the alternatives of not building the project, making Joshua Lane one way north bound and move the 62/247 intersection to Barberry and SR 62, tying in the signalization of the outer highways to the 62/247 signal, and well as other ideas.

The General Plan Traffic Study and Circulation Element update will carefully evaluate alternatives means for addressing the design and ingress/egress to the outer highways. For example, in recent discussions with District 8 staff, they verbally indicated that with a raised median on SR 62 to prevent left hand turn movements, Caltrans would allow a mid-block ingress/egress point to the Outer Highway South between Airway and Joshua Lane. District 8 staff simultaneously indicated that with this design approach, one end of the Outer Highway South would need to be closed (cul-de-sac). This would most likely be the Joshua Lane end of the Outer Highway based upon those discussions with District 8 staff. Again, this is just one example of alternative means of addressing access issues along the outer highways.

The General Plan update is scheduled for completion in approximately August 2013. Based upon funding being available at that time, preparation of plans, Caltrans review, approval and permitting is anticipated to require approximately 18+ months, followed by approximately 9 months for bidding and construction.

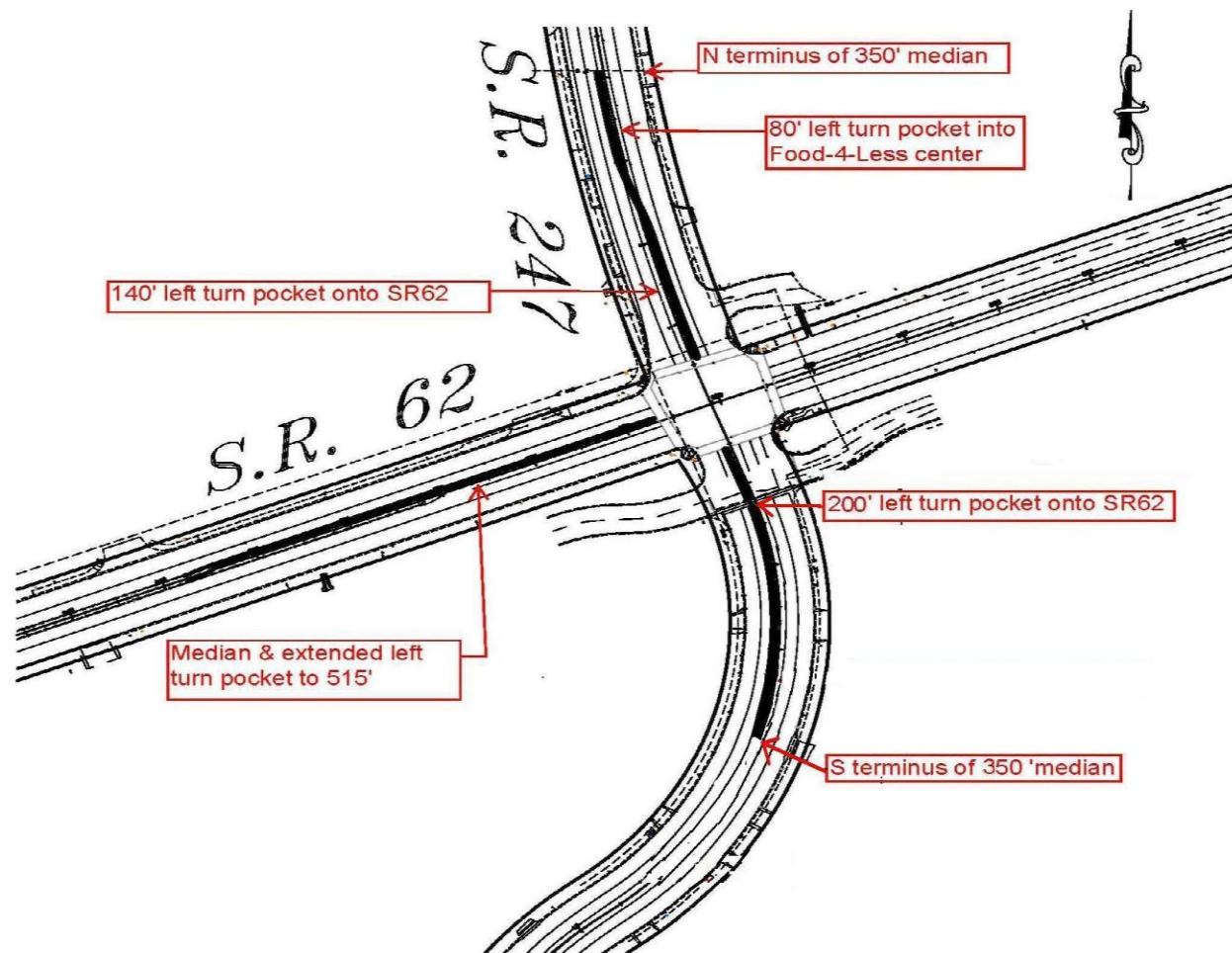
Alternatives: Staff recommends no alternative actions.

Fiscal impact: A total of \$252,000 is budgeted in the FY 2011/2012 adopted budget. These funds consist of \$184,900 in HSIP funds and \$67,100 in Measure I Major Arterial funds. The Estimate of Probable Construction Costs estimates total project expenditures at \$265,464.

Attachments:

- A: Limits of Raised Median Island Construction
- B: Aerial View of Raised Median Island Improvements
- C: SR 62/247/Joshua Lane Intersection Accident History
Project Schedule
Exhibits J, K, & L

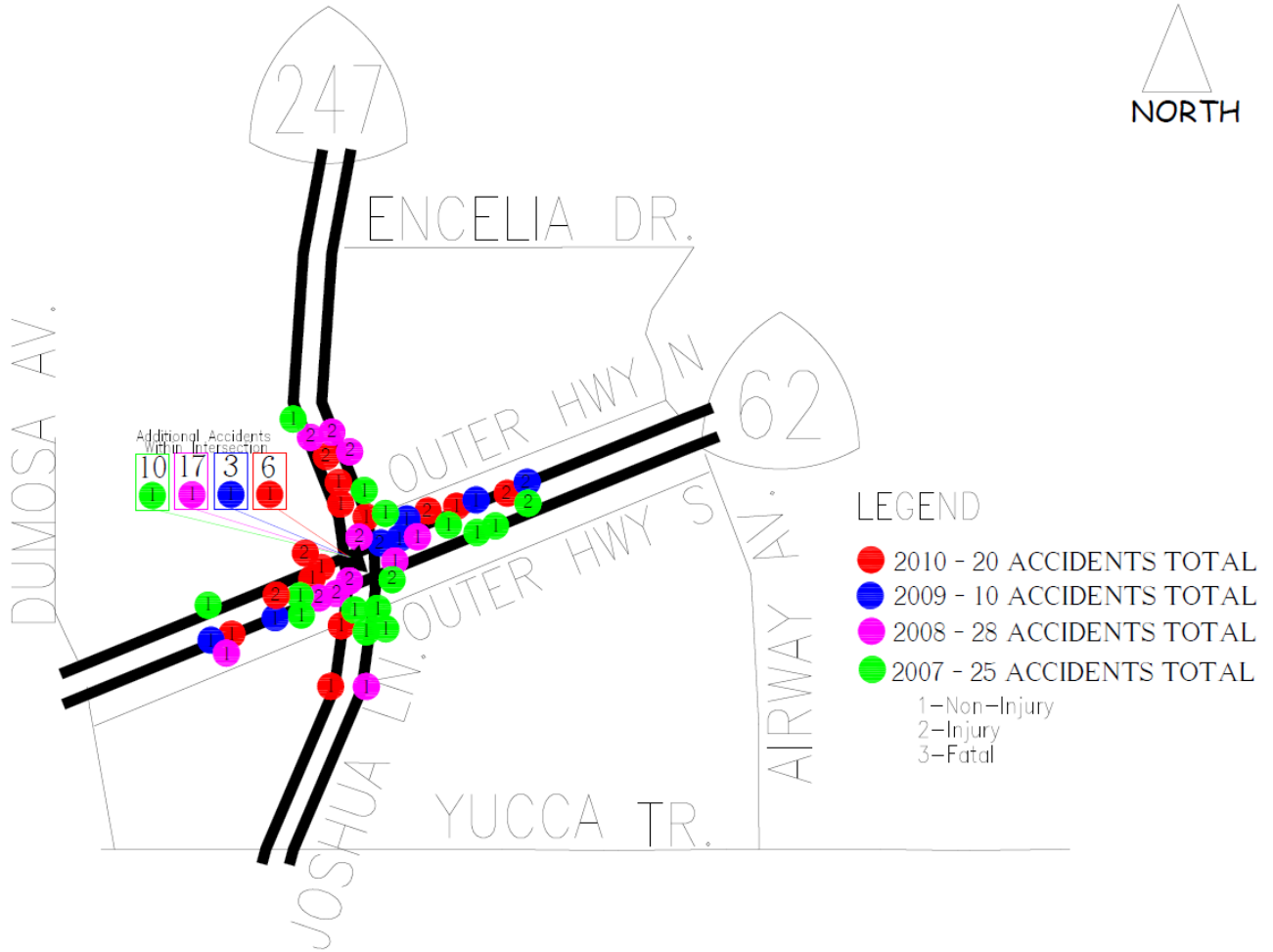
ATTACHMENT A LIMITS OF RAISED MEDIAN ISLAND CONSTRUCTION



ATTACHMENT B
AERIAL VIEW OF RAISED MEDIAN ISLAND IMPROVEMENTS



ATTACHMENT C ACCIDENT HISTORY DATA SR 62 & SR 247



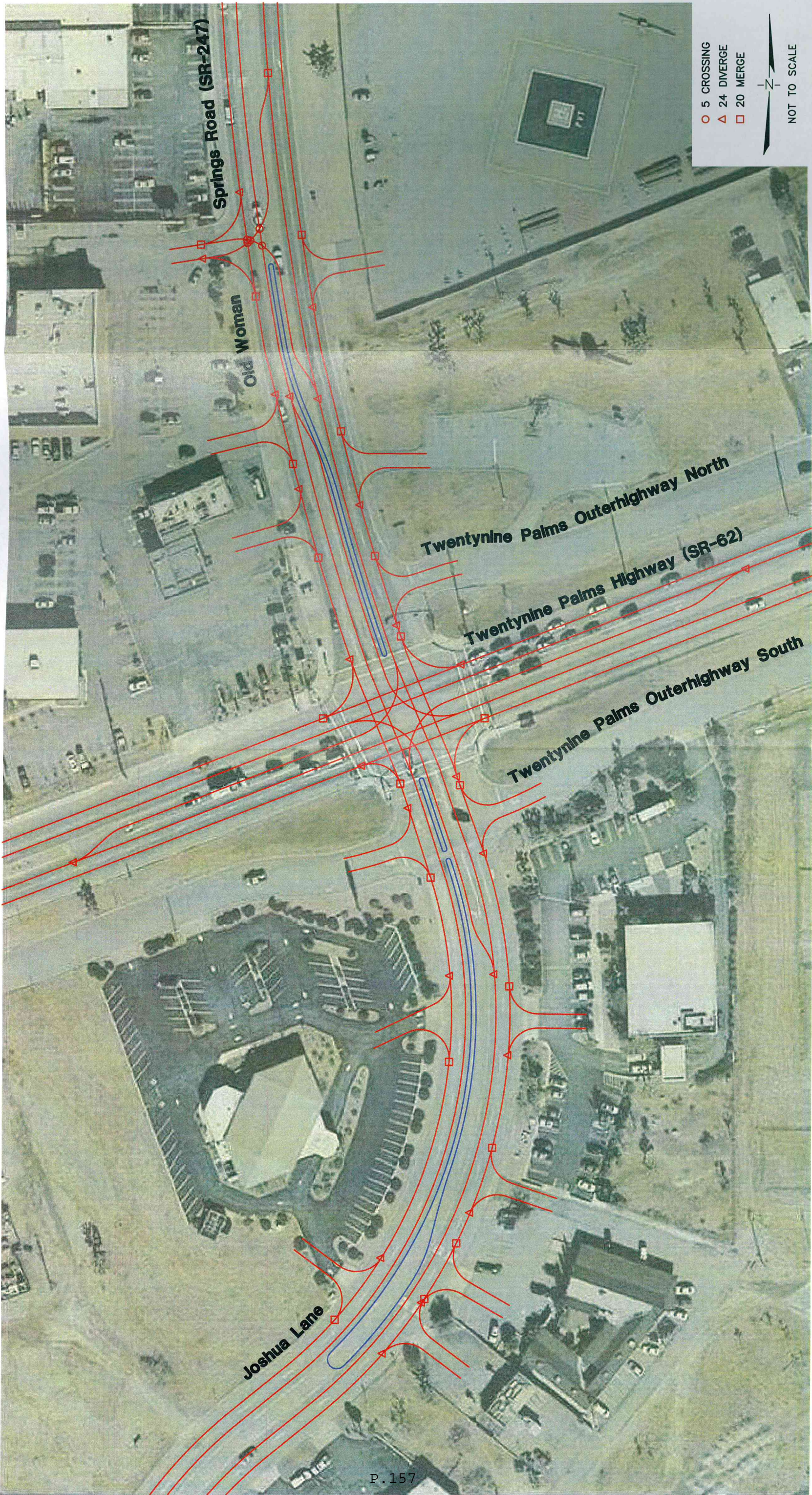


Exhibit K - Future with Project Vehicular Conflict Points

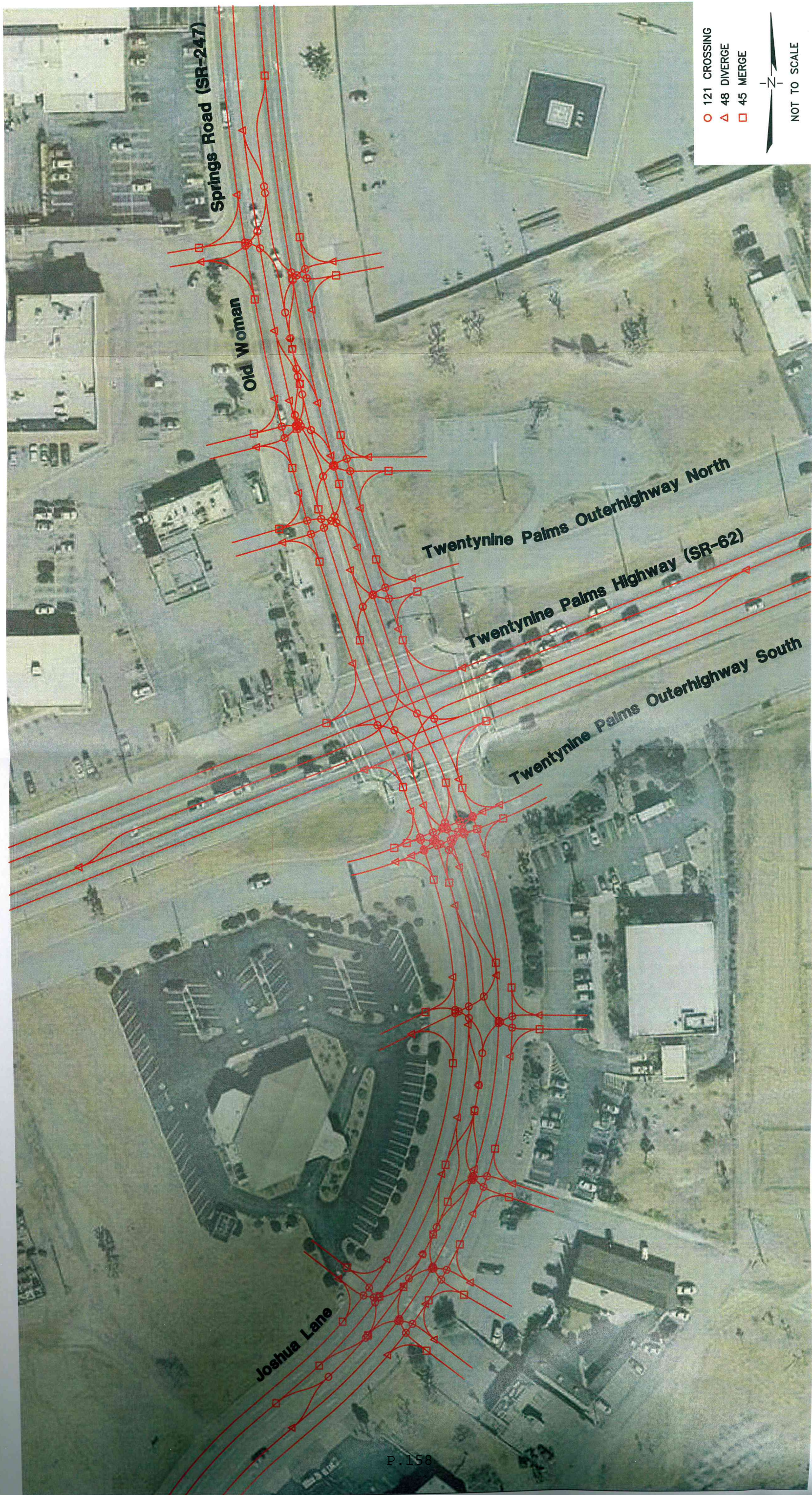


Exhibit J - Existing Vehicular Conflict Points

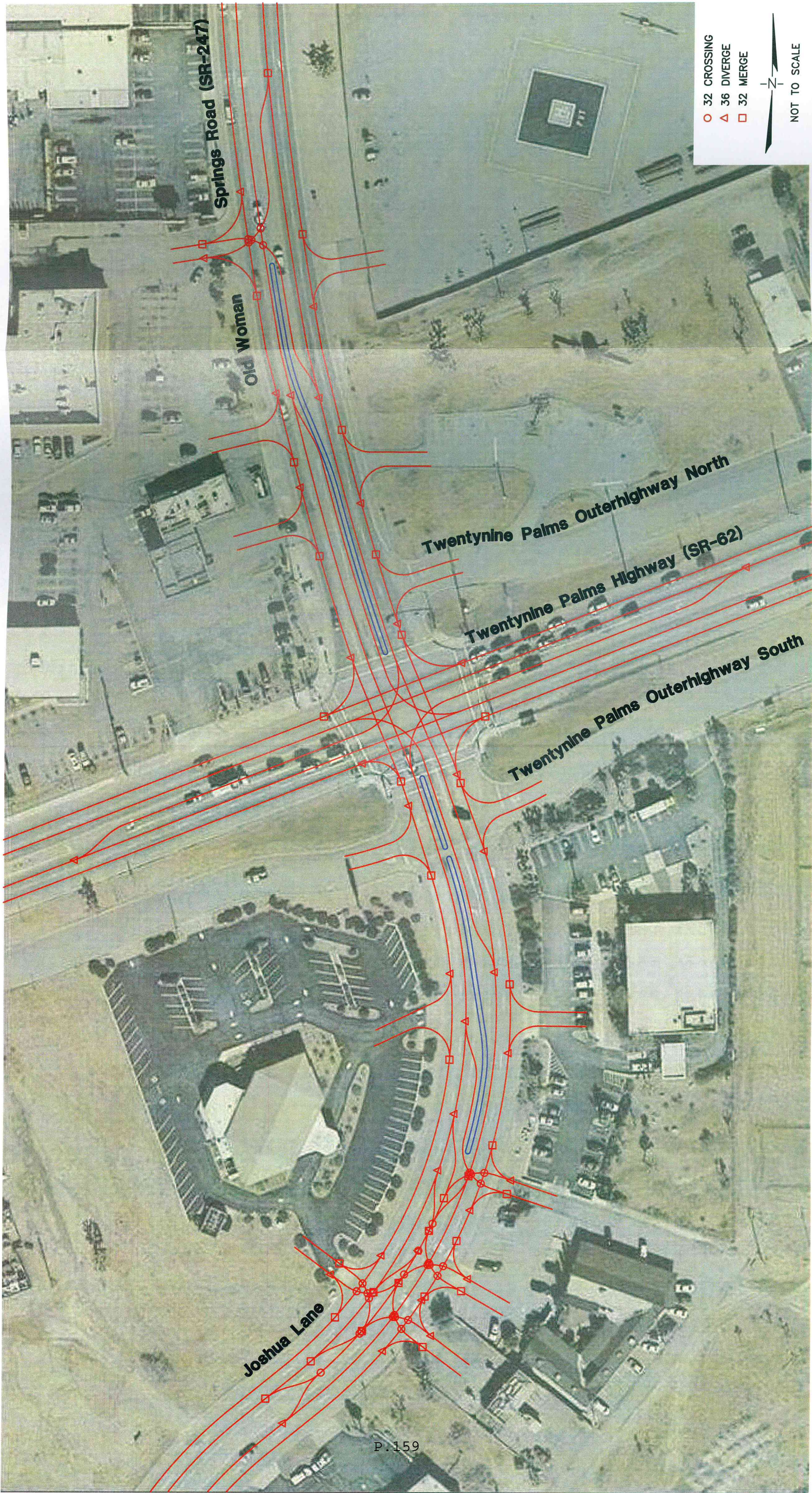
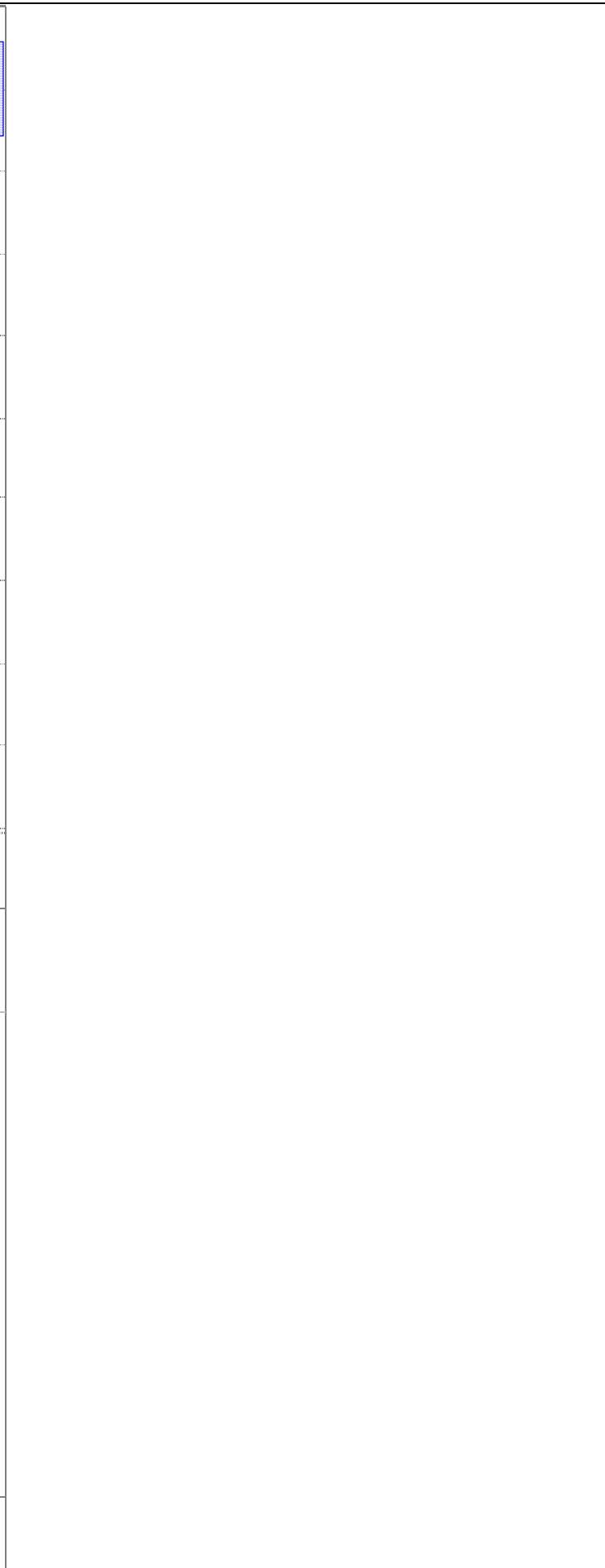


Exhibit L - Future with Recommended Median Vehicular Conflict Points

ID	Task Name	Duration	Septemb Sep	October Oct	November Nov	December Dec	January Jan	February Feb	March Mar	April Apr	May May	June Jun	July Jul
1	Caltrans Approval of RFA	30 days											
2	Council Approval to go to Bid	10 days											
3	Bid Project	25 days											
4	Review Bids and Recommended Low Bidder	5 days											
5	Council Approval of Low Bidder	10 days											
6	Obtain Signed Contract, Bonds, etc. from Contractor	10 days											
7	Construct Medians and Signal Improvements	0 days											
8	Order Signal Poles	80 days											
9	Construct Median Islands	30 days											
10	Install Signal Poles	20 days											
11	Signing and Stiping	10 days											
12	Project Close-out	25 days											



Project: 62-247 Median Islands
Date: Thu 9/29/11

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jamie Anderson, Town Clerk
Date: October 12, 2011
For Council Meeting: October 18, 2011

Subject: Appointment to Parks, Recreation and Cultural Commission

Prior Council Review: Council adopted an Ordinance on March 1, 2011 amending the terms of the commissions to coincide with Council terms.

Recommendation: Council Member Lombardo nominate an appointment to the Parks, Recreation and Cultural Commission.

Summary: Each Council Member nominates, subject to ratification by the Council, a member to the Commissions and acts as liaison to those Commissioners. Cynthia Kraemer, Council Member Lombardo's representative to the Parks Recreation and Cultural Commission resigned effective September 28th.

Order of Procedure:

Department Report

Request Staff Report

Request Public Comment

Council Questions of Staff

Council Discussion

Motion/Second

Discussion on Motion

Call the Question (Voice vote)

Discussion: The resignation of Cynthia Kraemer from the Parks, Recreation and Cultural Commission leaves a vacancy on the Commission for Council Member Lombardo to fill. The vacancy has been advertised and one application has been received from Meredith Jones.

Alternatives: Do not ratify the nomination or make appointment at this time. Seek additional persons to apply.

Fiscal impact: None

Reviewed By:


Town Manager


Town Attorney


Mgmt Services


Dept Head

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

September 28, 2011

Town of Yucca Valley
Community Services Director
Jim Schooler

Re: Parks and Rec Council

Dear Jim,

As per my remarks at the last PRC meeting, the new councilman Mr. Lombardo will be choosing a new representative to the council in the new future. To make the way clear for that to happen, please accept my resignation from the committee effective immediately.

I have enjoyed my time on the council the last few years and serving the community and wish you continued success.

Sincerely,

Cynthia Kraemer

Town of Yucca Valley



Boards, Commissions, Committees Application

Contact Information

Name Meredith M. Jones
 Street Address _____
 City, State, and ZIP Code YUCCA VALLEY CA 92284
 Home Phone _____
 Work Phone _____
 E-Mail Address _____

Education

Please describe your education background:

Bachelor of ARTS ARIZONA STATE University
MAJOR: ENGLISH / MINOR: PHILOSOPHY

Interests

I am interested in serving on the following Board(s), Commission(s) in order of preference (Please indicate 1st, 2nd, 3rd choice, etc.):

- Parks, Recreation and Cultural Commission
- Planning Commission
- Traffic Commission
- Youth Commission (Jr. High or High School Students)
- Public Arts Advisory Committee
- Other (Please Indicate _____)
- Special Project you feel needed by the Town (Please Specify _____)

Job Experience, Special Skills or Qualifications

Summarize your work experience, special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

I've been self-employed and employed by the courts, until 2003, as a state-licensed court reporter. Since then, I have been actively involved w/husband's dental practice, Bruce Jones Dentistry, as business manager. I've extensive computer skills, Attention to detail focus, and wide and varied hobbies and interests.

As we raised our children here, through them we were involved with kids' sports, establishing BMX locally, theater, Museum workshops, etc.

I am A DISTANCE runner; Our ^{P.163} office sponsors Town races.

I am a member of Basin Wide Community, Mt. Desert Nature Museum, MBCAC, a GALAXY 72 Investor, and (until recently) very active with Skip the Limit Observatory and Nature Center.

Qualifications for Appointment and/or Reasons for Application

Summarize your qualifications and/or reasons.

As a long-time resident, I've a particular interest in all programs (for citizens of all ages) involving education, the arts and sports. I always ask questions if I do not have a full understanding of something that can impact our community.

Person to Notify in Case of Emergency

Name Bruce Jones
Street Address
City, State, and ZIP Code YV CA 92284
Home Phone
Work Phone
E-Mail Address

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted to serve on any Board, Commissions or Committee, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed) MEREDITH JONES
Signature Meredith Jones
Date October 11, 2011

Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in working with us.