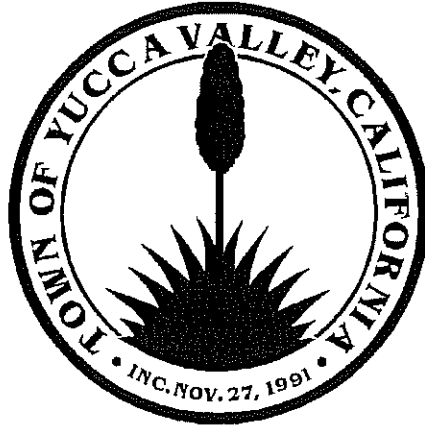


TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING



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

**TUESDAY, JANUARY 17, 2012  
CLOSED SESSION: 5:00 p.m.  
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**  
*Dawn Rowe, Mayor  
Isaac Hagerman, Mayor Pro Tem  
Merl Abel, Council Member  
George Huntington, Council Member  
Robert Lombardo, Council Member*

\* \* \* \*

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

**AGENDA  
MEETING OF THE  
TOWN OF YUCCA VALLEY COUNCIL  
TUESDAY, JANUARY 17, 2012, 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](http://www.yucca-valley.org), prior to the Council meeting. Any materials submitted to the Agency after distribution of the agenda packet will be available for public review in the Town Clerk's Office during normal business hours and will be available for review at the Town Council meeting. Such documents are also available on the Town's website subject to staff's ability to post the documents before the meeting. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at 760-369-7209 ext. 226.*

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

**CLOSED SESSION (5:00 p.m. at Town Hall Conference Room)**

1. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION  
The legislative body is deciding whether or not to initiate litigation pursuant to Government Code Section 54956.9(c). (1 case)
  
2. Government Code Section 54956.8, Conference with Real Property Negotiators.  
*State law provides the opportunity for closed session for real property purchase negotiations, prior to placement of the matter on a regularly scheduled meeting agenda for formal action.*

Property: 587-011-18, located adjacent to the east side of Church Street approximately 600 feet north of Joshua Drive  
Roza Kazangian/Town of Yucca Valley  
Mark Nuaimi /Shane Stueckle, Real Property Negotiator  
Real Property Negotiations

Property: 587-011-04 and 587-011-24, located at the southeast corner of Onaga Trail and Church Street

Michael Jakubiec /Town of Yucca Valley  
Mark Nuaimi /Shane Stueckle, Real Property Negotiator  
Real Property Negotiations

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

**OPENING CEREMONIES 6:00 p.m.**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS**

3. Employee of the Quarter
4. Longevity Awards

**AGENCY REPORTS**

**Hi Desert Medical Center**

5. Overview of Medical Center Operations

**Chamber of Commerce**

6. Monthly Statistical Report for December 2011.

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

- 1-9 7. Regular Town Council Meeting Minutes of December 20, 2011.

**Recommendation: Approve minutes as presented.**

8. 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.**

- 10-15 9. Underground Utility Ordinance

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 8, DIVISION 7, OF THE SAN BERNARDINO COUNTY DEVELOPMENT CODE AS ADOPTED AND AMENDED BY THE TOWN OF YUCCA VALLEY BY REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 11 RELATING TO UTILITY UNDERGROUNDING (DCA-02-11)

**Recommendation: Adopt the Ordinance.**

- 16-18 10. AB 1234 Reporting Requirements

**Recommendation: Receive and file the AB 1234 Reporting Requirement Schedule for the month of December 2011.**

- 19-21 11. Monthly Statistical Fire Department Report for December 2011

**Recommendation: Receive and file the report.**

- 22-24 12. AB 936 Review and Resolution

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY REGARDING FORGIVENESS OF LOANS TO THE TOWN OF YUCCA VALLEY REDEVELOPMENT AGENCY

**Recommendation: Pursuant to Assembly Bill 936, adopt the Resolution regarding forgiveness of loans to public bodies.**

- 25-27 13. FY 2012-13 & 2013-14 Budget Preparation Calendar

**Recommendation: Review and approve the proposed Budget Calendar**

- 28-41 14. Approval of Final Parcel Map 19288, Three Residential Lots, Plasse Drive, south of Cassia Drive.

**Recommendation: Approve Final Parcel Map 19288, and Direct staff to forward the map to the San Bernardino County Recorder for recordation.**



- 42-121 15. Community Development Block Grant Funds, Community Center Playground Improvement and Splash Park – Town Project No. 8961, Award of Design Services.

**Recommendation: Award a contract for professional design services to RJM Design Group for the design of the Community Center Playground and Splash Park and for the preparation of bid ready construction documents in the amount of \$43,400 (Which includes \$3,500 for reimbursable expenses); and authorize the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to complete the project.**

- 122-189 16. 2010-2011 Annual Redevelopment Report, 2010-2011 Annual Redevelopment Agency Financial Report

**Recommendation: Approve the 2010/2011 Annual Redevelopment Report and the 2010/2011 Annual Redevelopment Agency Financial Report.**

- 190-198 17. Contract Amendment No. 1 – RBF, Inc. SR 62 Widening from Palm Ave. to Airway Ave. – Town Project No. 8527, Proposed amendment to compensation for additional tasks and service.

**Recommendation: Approve Amendment No. 1 of the Agreement for Professional Consulting Services with RBF Consultants, Inc., to provide additional required tasks and services specifically described in Consultant’s Proposal dated January 10, 2012 and attached to the proposed amendment as Exhibit “A” increasing the total compensation under the Agreement for Professional Consulting Services by \$39,500, bringing the total compensation under the Agreement to \$786,504.**

- 199-207 18. Church Street Improvements – Town Project No. 8348, Approval of Plans and Specifications, Authorization to Advertise for Construction, Resolution

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF CHURCH STREET IMPROVEMENTS IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS

**Recommendation: Adopt the Resolution, which approves the plans and specifications for Project No. 8348 and authorizes the Town Clerk to advertise and receive bids.**

208-213 19. Warrant Register, January 17, 2012

**Recommendation: Ratify the Warrant Register total of \$753,717.14 for checks dated December 13-22, 2011.**

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

**Recommendation: Adopt Consent Agenda (items 7-19)(roll call vote)**

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

## DEPARTMENT REPORTS

214-217 20. A Resolution Approving Pacific Western Bank as the Town's Government Business Banking Services Provider

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE TOWN TO UTILIZE PACIFIC WESTERN BANK FOR GOVERNMENTAL BUSINESS BANKING SERVICES

Staff Report

**Recommendation: Adopt the Resolution approving the utilization of Pacific Western Bank as the Town's government business banking services provider.**

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

218-219 21. Appointment of a Council Member to serve as the Primary Member on the Mojave Desert Air Quality Management District.

Staff Report

**Recommendation: Select a representative to the Mojave Desert Air Quality Management District, and direct the Town Clerk to notify the agency of the change in representation.**

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

220-222 22. Network Support Services – Professional Services Agreement

Staff Report

**Recommendation:** Authorize a six month extension through August 13, 3012 of the current contract with Southwest Networks, Inc. to provide professional network maintenance and computer services, and authorize the Town Manager to make any necessary non-substantive changes and sign all related documents in a form approved by the Town Attorney.

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

223-283 23. Award of Professional Services, Public Education Outreach – November 2012 Ballot Measure(s)

Staff Report

**Recommendation:** Award a contract for professional services to the Lew Edwards Group for the support of a Public Education program, in connection with potential November 2012 ballot measure(s), in the amount of \$48,500; and Authorize the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to execute the agreement; and Direct the Town Manager to pursue a cost-sharing agreement with the Hi-Desert Water District (HDWD) towards implementation of the Public Education program; and Amend the FY 2011-12 Adopted Budget and direct staff to bring forward an expenditure plan for the implementation of the Public Education at the mid-year budget review in February.

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

## POLICY DISCUSSION

## FUTURE AGENDA ITEMS

## PUBLIC COMMENTS

*In order to assist in the orderly and timely conduct of the meeting, the Council takes this time to consider your comments on items of concern which are on the Closed Session or not on the agenda. When you are called to speak, please state your name and community of residence. Notify the Mayor if you wish to be on or off the camera. Please limit your comments to three (3) minutes or less. Inappropriate*

*behavior which disrupts, disturbs or otherwise impedes the orderly conduct of the meeting will result in forfeiture of your public comment privileges. The Town Council is prohibited by State law from taking action or discussing items not included on the printed agenda.*

## **STAFF REPORTS AND COMMENTS**

### **MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

24. Council Member Huntington
25. Council Member Lombardo
26. Council Member Abel
27. Mayor Pro Tem Hagerman
28. Mayor Rowe

## **ANNOUNCEMENTS**

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

**Next Town Council Meeting, Tuesday, February 7, 2012, 6:00 p.m.**

## **CLOSING ANNOUNCEMENTS**

## **ADJOURNMENT**

**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
DECEMBER 20, 2011**

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

**OPENING CEREMONIES**

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

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

**PLEDGE OF ALLEGIANCE**

Led by Mayor Rowe

**PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS**

Mayor Rowe and Town Manager Nuaimi presented a plaque to Human Resources/Risk Manager Lassetter in honor of her retirement.

**AGENCY REPORTS**

**Fire Department**

**1. Monthly Statistical Report for November 2011**

Battalion Chief Benfield gave the monthly statistical Fire Department report for November 2011.

**Chamber of Commerce**

**2. Monthly Statistical Report for November 2011.**

Vicki Bridenstine gave the monthly statistical report for October and November 2011.

**APPROVAL OF AGENDA**

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

CONSENT AGENDA

- 3. **Approve**, Special Joint Town Council/Hi Desert Water District Meeting Minutes of November 8, 2011, and Regular Town Council Meeting Minutes of December 6, 2011, as presented.
- 4. **Waive**, further reading of all ordinances and read by title only.
- 5. **Receive and file**, AB 1234 Reporting Requirement Schedule for the month of November 2011.
- 6. **Adopt**, Resolution No. 11-50 approving the revised Town of Yucca Valley Hazard Mitigation Plan, (dated January 7, 2011).

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING THE TOWN OF YUCCA VALLEY LOCAL HAZARD MITIGATION PLAN AS REQUIRED BY THE DAMAGE MITIGATION ACT OF 2000

- 7. **Authorize**, the Mayor to execute the Amendment to Cooperative Agreement No. 1159 A-3 with Caltrans, SR 62, La Honda to Dumosa Project, to extend the termination date of the Cooperative Agreement to 12-31-2013, Transportation Congestion Relief Program (TCRP)
- 8. **Approve**, Resolution 11-51 appointing a new plan administrator for the ICMARC 457 deferred compensation plan.

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, TO APPOINT A PLAN ADMINISTRATOR TO THE ICMARC (457) DEFERRED COMPENSATION

- 9. **Ratify**, Warrant Register total of \$158,270.29 for checks dated December 1, 2011. **Ratify**, Payroll Registers total of \$295,807.65 for checks dated November 23, 2011 to December 9, 2011.

Council Member Hagerman moved to adopt Consent Agenda Items 3-9. Council Member Huntington seconded. Motion carried 4-0-1 on a roll call vote.

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

## PUBLIC HEARINGS

**10. Underground Utility Ordinance**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 8, DIVISION 7, OF THE SAN BERNARDINO COUNTY DEVELOPMENT CODE AS ADOPTED AND AMENDED BY THE TOWN OF YUCCA VALLEY BY REPEALING AND REENACTING IN ITS ENTIRETY CHAPTER 11 RELATING TO UTILITY UNDERGROUNDING (DCA-02-11)

Mayor Rowe opened the public hearing and questioned if any written correspondence had been received. Town Clerk Anderson advised there was none.

Deputy Town Manager Stueckle gave the staff report contained in the printed agenda and retained in the department files. A PowerPoint Presentation was displayed during the discussion. Based on the issues raised by the Town Council at the meeting of February 15, 2011, the Ordinance has been amended to include the definition for infill and provide modified language for various sections. A new section has been added for commercial, industrial and institutional development projects so that these categories are separated from other land uses. Residential Tract maps were separated out from a larger group and placed in its own category. Residential parcel maps were also placed into a separate section that requires all new service and distribution lines be placed underground, and requires all existing service and distribution lines located within the project boundaries be placed underground. Proposed modifications to the exceptions authorize the Building official to extend the time emergency service utilities can remain; language is added clarifying that street construction/widening projects, street lights and traffic signal projects are exempt when constructed by public agencies; and section (k) removed the language "specifically within Redevelopment Project Area #1. A new Section 87.1160 "Refunding of Undergrounding Fees" was added to the Ordinance to provide the opportunity for those businesses which have paid the in lieu fees to recoup the amount paid if certain findings can be made. The Waiver section was modified to expand and clarify the reasons why a waiver may be approved for undergrounding of utilities, and adds language that includes other physical conditions which could cause a significant monetary increase, making a project infeasible.

**Mark Miller**, Yucca Valley, spoke in favor of the amendment.

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

Council Member Huntington commented that the existing ordinance has been in place for over 6 years, noting it takes time to identify issues and staff has come back with a fair representation to cover those items identified as problems with the ordinance.

Mayor Rowe questioned who determines the study of overhead lines. Deputy Town Manager Stueckle advised it is anticipated that information will come in as part of the building permit information, but will be verified by staff. The builder just has to document existence of overhead service. Mayor Rowe commented undergrounding is not required for commercial or for infill but is required for subdivisions and parcel maps. Deputy Town Manager Stueckle advised that the primary discussion in February was regarding the commercial impact. Mayor Rowe requested that consideration be given to leaving it up to the developer to either put the distribution lines underground or leave them above ground if they are already existing and servicing other homes. She clarified she is only referring to distribution lines, not service lines.

Council Member Hagerman stated he would be in favor of that amendment.

Mayor Rowe commented that item (b)(4) Commercial, Industrial and Institutional Development Projects states that "all existing overhead distribution lines which are designed to serve existing lots of record proposed to be further subdivided may be permitted to remain in place subject to Planning Commission approval", and questioned if that same mechanism could be included in the portions regarding tract maps and parcel maps as well.

Council Member Huntington commented that if there are already distribution lines, he sees no problem with that.

Council Member Lombardo moved to introduce the Ordinance as amended. Council Member Hagerman seconded. Motion carried 4-0-1 on a roll call vote.

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

## DEPARTMENT REPORTS

### 11. Resolution approving Pacific Western Bank as the Town's Government Business Banking Services Provider.

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE TOWN TO UTILIZE PACIFIC WESTERN BANK FOR GOVERNMENTAL BUSINESS BANKING SERVICES

Council Member Huntington advised he is a stock holder in Pacwest Bancorp, recused himself and left the dais.



Council Member Hagerman advised he is also a stock holder.

Due to the lack of a quorum able to act, the item was continued to January 17<sup>th</sup>.

**12. Town Council Public Agency Board/Committee Liaison Assignments**

Town Manager Nuaimi advised that, due to Fair Political Practices Commission advice that Council Members cannot participate in discussions appointing them to public agency boards that receive a stipend, the only board appointment that can be discussed at this time is the League of California Cities Desert Mountain Division. He noted the only other feedback he has received regarding a requested change in Council representation is for the Mojave Desert AQMD. Appointment of representation to that board will be carried forward to the January 17<sup>th</sup> Meeting.

Council Member Lombardo advised he would be able to represent the Town on the League of California Cities Desert Mountain Division.

Council Member Hagerman move to appoint Council Member Lombardo as primary member and Mayor Rowe as alternate to the League of California Cities Desert Mountain Division. Council Member Huntington seconded. Motion carried 4-0-1 with Council Member Abel absent.

Town Manager Nuaimi advised he will consult with Council Member Abel regarding his ability to serve on the Mojave Desert AQMD.

**13. SR 62/247 Median Island and Signal Project, Mid-block Access to SR 62 Outer Highway South, SR 62 Between Joshua Lane and Airway Avenue**

Deputy Town Manager Stueckle gave the staff report in the printed agenda and displayed a PowerPoint presentation. He noted that at the Town Council Meeting of October 18, 2011, Council directed staff to proceed with the SR 62/247 signal and median island project, and return to the Council with an approach to provide mid-block access to SR 62 Outer Highway, South between Joshua Lane and Airway Avenue. The two alternative approaches are to construct mid-block access with the future widening of SR 62, or design and construct mid-block access as a stand-alone project.

The future widening of SR 62 is projected for construction in 2014 and is not currently budgeted. It is estimated that additional design work will cost \$40,000 and will add \$160,000 to construction costs of the widening project. The stand-alone project will take an estimated 12-18 months for design and Caltrans permitting and would be projected for construction in 2013. The preliminary cost estimate would be \$430,000 and includes \$185,000 for a SR 62 Median Island. There will be an impact to

property/business owners for right of way acquisition. It was noted that the Town will be evaluating the ultimate disposition of the outer highways with the General Plan update. Future recommended actions may include vacating of the outer highways and relinquishing those to the underlying property from which the dedications were made.

**Mark Miller**, Yucca Valley, commented it appears it would be better to wait until the General Plan Traffic update is done. Although the property owners want mid-block access, it wouldn't be prudent to spend the money on it at this time.

**Margo Sturges**, Yucca Valley, commented in favor of the mid-block access and questioned why the outer highway north is being left out.

Council Member Huntington commented there is no cost estimate for easements or temporary easements. Deputy Town Manager Stueckle advised those costs have not been investigated at this time, noting that the desire would be that there is no cost since it is a property owner request. Council Member Huntington stated that there is no proposal for the North outer highway because movements on the north side are not being restricted as they are on the south side. He commented he would like something developed for the south side but it should go along with the widening process. Deputy Town Manager Stueckle advised that one additional difference between the north outer highway and the south is that the north outer highway does not continue westbound past 247/Joshua lane like it does on the south.

Council Member Lombardo commented regarding the fact that the property owners may not be able to wait until the highway is widened. Deputy Town Manager Stueckle advised whatever the situation, timing will be dictated as much by Caltrans as anything else.

Mayor Rowe commented that the concern expressed by Mr. Miller is that with the fact that the circulation element is going to be revamped with the General Plan update, we could be throwing a lot of taxpayer money down the tube.

Upon further discussion, consensus was not in favor of having a standalone project, but to modify the current project study report to include analysis for alternatives to bring forward.

Deputy Town Manager Stueckle commented that another caveat is that we will also have more information what is happening with RDA.

Council Member Hagerman moved to receive the report and direct staff to return to the Town Council with an amendment to the existing Agreement with RBF for the preparation of the PSR/PR for the widening of SR 62 to include the mid-block access for SR 62 Outer Highway South, between Joshua Lane and Airway Avenue. Council

Member Lombardo seconded. Motion carried 4-0-1 on a voice vote with Council Member Abel absent.

## FUTURE AGENDA ITEMS

None

## PUBLIC COMMENT

**Bob Murray**, Yucca Valley, commented regarding a safety issue on SR 62 from mobility scooters and how they go across the highway.

**Tim Humphreville**, Yucca Valley, spoke in opposition to the proposed animal shelter.

**Margo Sturges**, Yucca Valley, spoke in opposition to the animal shelter.

## STAFF REPORTS AND COMMENTS

### 14. Animal Shelter Project Update

Town Manager Nuaimi, gave a PowerPoint presentation regarding the replacement animal shelter, noting we are not adding to the facility, but are providing a cost effective project to make improvements. He noted the Council has never taken action to not situate the shelter at the proposed site. After looking at the existing facility we found we couldn't band aid it. In 2010 it was brought to the Planning Commission prematurely before there was a complete concept or analysis. There were no additional sites and no funding to buy additional land. From July of 2010 to today the site has been studied, answered criticism during public comments, surrounding residents have been taken on tours of the Upland facility to show how we can mitigate the impact of the facility on the neighborhood. He noted that calls coming into the shelter do not translate to people coming to the shelter.

Council Member Lombardo commented the issue is controversial but he sees this as the ability to have a facility long into the future to replace the antiquated facility we have now. The County is paying for a portion of the facility, and if it is not done now it will cost more in the future. Although he doesn't think it's in the ideal location, he does see the advantage of already owning land in the vicinity of the existing facility. The impact on the neighbors is mitigated by the design features being proposed. He added he feels the project really needs to happen.

Council Member Hagerman commented he sits on the Animal Care JPA, noting the neighbors used to show up to the meetings quite a bit. They were asked to look at what we have now compared to what we will have. He noted he would rather put the money

into the building rather than another piece of dirt to build a whole new shelter and doesn't want to see costs go higher to buy a bigger piece of property.

Mayor Rowe questioned if the intent was to put the shelter on the property when it was originally purchased. Administrative Services Director Yakimow advised it was an option for the Town, noting that none of the facts were known at that time. Mayor Rowe questioned what the expense would be if the facility was moved to a different site. Town Manager Nuaimi advised the process would have to start over and we would have to go through all the environmental studies. He cautioned that wherever it is placed there will be opposition, noting that no one wants it in their back yard.

Council Member Huntington commented the Town has already put in \$435,000 on the project. He noted it is a joint project with the County and questioned why would the Council invest in that property if not for a future animal shelter. It is a matter of dollars and cents, is ready to go and we just don't have the option of another site.

#### MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

**15. Council Member Huntington**

Announced that SCAG will be presenting the draft Regional Transportation Plan and Sustainable Communities Strategy in Apple Valley on Friday, January 20<sup>th</sup> following the Mountain/Desert Measure I Committee meeting. He recommended that staff and Council Members attend. The plan covers 6 southern California counties and provides a 20-40 year outlook of where we are going and where the money is going to be spent.

Wished Human Resources/Risk Manager Lassetter well in her retirement.

Wished everyone happy holidays

**16. Council Member Lombardo**

Wished Human Resources/Risk Manager Lassetter well in her retirement.

**17. Council Member Abel**

Absent

**18. Mayor Pro Tem Hagerman**

Wished Human Resources/Risk Manager Lassetter well in her retirement and thanked her for all her help.

Wished the staff Merry Christmas and enjoy your families.

**19. Mayor Rowe**

Congratulated Human Resources/Risk Manager Lassetter on her retirement.

Thanked Community Services Director Schooler for the staff's work on the Parade of Lights, noting it was well attended.

**ANNOUNCEMENTS**

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

**CLOSED SESSION**

**20. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION**

The legislative body is deciding whether or not to initiate litigation pursuant to Government Code Section 54956.9(c). (2 cases)

Mayor Rowe adjourned the meeting to Closed Session at 7:50 p.m., returned to open session at 8:33 p.m., and advised there was no reportable action taken. There were no members of the public present.

**ADJOURNMENT**

There being no further business the meeting was adjourned at 8:33 p.m.

Respectfully submitted,

Jamie Anderson, MMC  
Town Clerk

ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 8, DIVISION 7, OF THE SAN BERNARDINO COUNTY DEVELOPMENT CODE AS ADOPTED AND AMENDED BY THE TOWN OF YUCCA VALLEY BY REPEALING AND REINACTING IN ITS ENTIRETY CHAPTER 11 RELATING TO UTILITY UNDERGROUNDING (DCA-02-11).

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

SECTION 1. Code Amended

Title 8, Division 7, Chapter 11 of the San Bernardino County Development Code as adopted by the Town of Yucca Valley is hereby repealed and reenacted in its entirety to read as follows:

**"CHAPTER 11  
UTILITY UNDERGROUNDING**

Sections	87.1110	Intent
	87.1120	Definitions
	87.1130	When Undergrounding Installation Required
	87.1140	Expansion
	87.1150	Exceptions
	87.1160	Refunding of Undergrounding Fees
	87.1170	Reviewing Authority
	87.1180	Waiver
	87.1190	Nonconforming

**87.1110 Intent.** It is the purpose and intent of this ordinance to serve the public health, safety and welfare by requiring the undergrounding of overhead utilities and to specifically achieve the following objectives:

- (a) Provide for the orderly construction of new underground facilities Town wide and the undergrounding of existing overhead lines in all land use districts to avoid or eliminate the over concentration of overhead facilities along the street and road ways and the service lines which extend from these distribution lines;
- (b) Eliminate potential hazards to life and property in the event of emergencies or disasters such as earthquakes, fires, floods, hazardous or toxic waste releases, and rains;
- (c) Facilitate the delivery of emergency services to persons and property located adjacent to the public right of way;
- (d) Improve or increase the utility of the public right of way for such public uses as pedestrian travel, ease of deliveries to adjacent property, and landscaping treatments;

- (e) Improve or increase the visibility of persons operating motor vehicles on public and private streets and thereby promote the safety of the pedestrian and vehicle operators.

**87.1120 Definitions**

- (a) **Service Line:** defined for the purposes of this chapter as those electrical, telephone, cable, or other utility conductors that extend from the Distribution Line to the building, structure, or improvement which consume or uses the utility service.
- (b) **Distribution Line:** defined for the purposes of this Chapter as those electrical utility conductors which are energized at 34,500 volts or less, telephone, cable, or other line that supply utility product to the Service Line.
- (c) **Transmission Line:** defined for the purposes of this Chapter as those electrical utility conductors which are energized above 34,500 volts, telephone, cable, or other line that supply utility product to the Distribution Line.
- (d) **Infill:** Construction of residential projects on existing lots of record.

**87.1130 When Undergrounding Installation Required.** The undergrounding of all such utility facilities shall be performed by the owner or developer of the property seeking its development or improvement, or any construction thereon, at the owner's or developer's sole expense. The owner or developer shall arrange for the placement of said utilities underground with the appropriate utility or communication company including the processing of any application, payment of any fees or expenses, the submission and approval of any plans and the coordination of said undergrounding with the Town Engineer. This requirement to underground shall not abrogate any rights offsets, or claims, which the owner or developer may have as to any utility or communication company.

No certificate of occupancy shall be issued for any property whose development or improvement requires the undergrounding of the utility facilities unless and until compliance with this Chapter shall have been accomplished to the satisfaction of the Town Engineer. Where an owner or developer has entered into a written agreement with the applicable utility company to underground utilities and has paid the required costs, a certificate of occupancy may be issued upon proof thereof.

Except as otherwise provided in this chapter, all new Service, Distribution, and Transmission lines shall be constructed underground.

- (a) **New In-fill Single Family and Multi-Family Residential Development**
  - 1. Existing overhead distribution lines shall be permitted to remain in place.
  - 2. New service lines shall be underground, except in those areas where seventy-five (75) percent of existing residential units within ½ mile of the proposed development site are constructed with overhead service lines.

New services lines shall be permitted to be installed above ground when these criteria are satisfied.

3. All Service and Distribution lines which are being relocated as a result of a project shall be allowed to remain overhead.
4. All new distribution lines which are designed to serve existing lots of record shall be placed underground.

**(b) Commercial, Industrial, and Institutional Development Projects:**

1. Existing overhead distribution lines shall be permitted to remain in place.
2. New service lines shall be underground, except in those areas where all abutting properties to the proposed development site are constructed with overhead service lines. New services lines shall be permitted to be installed above ground when these criteria are satisfied.
3. All new distribution lines which are designed to serve existing lots of record or proposed new lots created through the subdivision of land shall be placed underground.
4. All existing overhead distribution lines which are designed to serve existing lots of record proposed to be further subdivided may be permitted to remain in place subject to Planning Commission approval.

**(c) Residential Tract Maps:**

1. All new Service and Distribution lines that provide direct service to the property being developed shall be placed underground.
2. Existing Service and Distribution lines that are located within the boundaries being developed that provide direct service shall be placed underground.
3. Existing Service and Distribution lines between the street frontage property line and the centerline of the adjacent streets of the property being developed that provide direct service shall be placed underground.
4. Existing Service and Distribution lines located along or within 10 feet of the lot lines of the property being developed that provide direct service shall be placed underground.
5. Existing Service and Distribution lines being relocated as a result of a project shall be placed underground.
6. All existing overhead distribution lines which are designed to serve existing lots of record proposed to be further subdivided may be permitted to remain in place subject to Planning Commission approval.



**(d) Residential Parcel Maps:**

1. All new Service and Distribution lines that provide direct service to the property being developed shall be placed underground.
2. Existing Service and Distribution lines that are located within the boundaries being developed that provide direct service shall be placed underground.
3. All existing overhead distribution lines which are designed to serve existing lots of record proposed to be further subdivided may be permitted to remain in place subject to Planning Commission approval.

**87.1140 Expansions & Alterations.** When buildings or structures are enlarged, altered or expanded, those enlargements, alternations and expansions shall conform to the standards and requirements established by this Chapter for new construction.

**87.1150 Exceptions.** The following exceptions shall apply:

- (a) Utility facilities approved by Building & Safety Division which are to be installed and maintained for a period not to exceed thirty (30) days in order to provide emergency service. The Building Official may extend the period of time for which emergency service utilities may be allowed to remain in place;
- (b) Temporary utility facilities used, or to be used, in conjunction with construction projects with an active building permit;
- (c) Utility facilities are operated at voltage in excess of thirty-four thousand five hundred volts;
- (d) Equipment applicable to underground facilities, such as surface mounted transformers, pedestal mounted terminal boxes, meter cabinets and concealed ducts;
- (e) Wires and enclosures attached to the exterior walls of a building for the purpose of interconnecting communication functions within the building;
- (f) Utility facilities which are prohibited from being placed underground by rules and regulations of the Public Utility Commission.
- (g) Street construction and widening projects, street lights and traffic signal projects constructed by public agencies.
- (h) To the extent a utility company is required to perform maintenance, upgrade or redesign under the provisions of their franchise agreement.
- (i) Whenever the owner or developer of a subject property is required to underground existing distribution lines under this chapter but the distance over which the distribution line that is required to be placed underground is less than

two hundred (200) feet, the Town Engineer may allow the owner or developer to pay a fee to the Town that is equal to the unit cost of placing said distribution line underground multiplied by the distance over which the undergrounding is required, not to exceed two hundred feet, in lieu of such undergrounding. The unit price for undergrounding any existing distribution line shall be based upon the most recent unit price for undergrounding any distribution line over a distance of greater than thirteen hundred feet as established by the utility company that would otherwise be responsible for the undergrounding of said distribution lines. The owner or developer shall obtain a written statement of the unit price for undergrounding the existing distribution lines from the utility company servicing the subject property and submit it to the Town Engineer for determination of the amount of the in lieu fee.

- (j) Nonprofit agencies identified as institutional land use activities, subject to Planning Commission and Town Council approval.
- (k) Town and the Redevelopment Agency sponsored projects

**87.1160 Refunding of Undergrounding Fees.** The Town Council may approve the refunding of undergrounding fees paid when the following findings are made.

- (a) The undergrounding of existing overhead utility lines along the projects street frontages are not projected to be completed by the Town of Yucca Valley or Southern California Edison within a five year time period
- (b) The undergrounding of existing overhead utility lines along the projects property lines at this time would be the single property which provides for undergrounding of overhead utilities within 2,640 feet in either direction from side property lines.

**87.1170 Reviewing Authority.** Where the Town has authority to issue a permit for the development or improvement of any property within the Town, said official shall condition the permit upon the placement of specified utility facilities underground. For other development approvals, the Town shall recommend to the Planning Commission or the Town Council which utility facilities shall be placed underground and which utility facilities, developments or improvements are exempt from this chapter. Thereafter, the Planning Commission or Town Council shall determine which utility facilities shall be placed underground or exempted pursuant to this chapter.

**87.1180 Waiver.** The Planning Commission may waive the requirements of Section 87.1130 *Undergrounding of New Facilities* if the utility undergrounding is not feasible due to geologic, soil, topographic, or other physical conditions which would cause significant financial cost increases that make the project infeasible. The applicant shall provide to the Town technical reports and/or information, including but not limited to soils report, geotechnical report and cost comparison analysis illustrating the cost variation of undergrounding verses overhead for review. The Town shall review and forward a report to the Planning Commission for review.

- (a) Any waiver of the requirements of this Chapter shall be based on the findings as follows:
  1. That waiver will not adversely affect the public health and safety.
  2. That the improvement being waived is a necessary to allow the development of the surrounding area.
  3. That due to soils, geological, and topographic conditions, and the utility undergrounding requirement is economically infeasible.
  4. The Planning Commission shall consider requests for waiver for structures 3,500 square-feet or smaller in size.
- (b) Any decision of the Planning Commission pertaining to a request to waive the utility undergrounding requirement may be appealed to the Town Council.

**87.1190 Nonconforming Structures.** Existing buildings and structures which do not meet these regulations because of aboveground Service lines or Distribution lines shall be considered conforming.

**SECTION 2: NOTICE OF ADOPTION:** Within fifteen (15) days after the adoption hereof, the Town Clerk shall certify to the adoption of this Ordinance and cause it to be published once in a newspaper of general circulation printed and published in the County and circulated in the Town pursuant to Section 36933 of the Government Code.

**SECTION 3. EFFECTIVE DATE:** This Ordinance shall become effective thirty (30) days from and after the date of its adoption.

APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this            day of            , 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
TOWN ATTORNEY



## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Director of Administrative Services  
**Date:** January 9, 2012  
**For Council Meeting:** January 17<sup>th</sup>, 2012

**Subject:** AB1234 Reporting Requirements

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

**Recommendation:** Receive and file the AB1234 Reporting Requirement Schedule for the month of December 2011.

**Order of Procedure:**

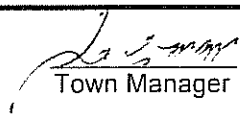
- Request Staff Report
- Request Public Comment
- Council Discussion / Questions of Staff
- Motion/Second
- Discussion on Motion
- Roll Call Vote

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

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

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

Reviewed By:

  
Town Manager

  
Town Attorney

  
Admin Services

  
Dept Head

Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

**Alternatives:** None.

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

**Attachments:** AB1234 Reporting Requirement Schedule

# Town of Yucca Valley

## Councilmember AB1234 Meetings Schedule Month of December 2011

<u>Date of Travel</u>	<u>Organization</u>	<u>Description</u>	<u>Location</u>
Mayor Rowe		No Reportable Meetings	
Mayor Pro Tem Hagerman		No Reportable Meetings	
Councilmember Abel		No Reportable Meetings	
Councilmember Huntington		No Reportable Meetings	
Councilmember Lombardo		No Reportable Meetings	



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

**December 2011 Summary**

**ADMINISTRATIVE MONTHLY REPORT**

The County Fire Department responded to a total of 413 requests for assistance within our town boundaries. Division wide responses for the South Desert total in the Month of December were 674 incidents.

**EMERGENCY RESPONSES**

**ESTIMATED FIRE LOSS (In dollars)**

Total Loss	\$ 100,420.00	Value	\$ 395,040.00
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**RESPONSES OTHER THAN FIRES**

Fires	8
Rupture / Explosion	1
EMS / Rescue	330
Hazardous Condition	8
Service Calls	26
Good Intent Calls	30
False Call	8
Other	2

**ALARMS – ALL TYPES**

Yucca Valley Response Area

TOTAL NON-FIRE RESPONSE.....	405
TOTAL FIRE RESPONSES.....	8
TOTAL ALARMS .....	413

**Significant Events:**

- Fire loss attributed to a single residential home and vehicle fire; both sustained considerable contain loss and damage.
- Holiday activities kept the FD business this year as well with toy drives, donation collection sites, and participation in community events.
- Year end response totals for the South Desert Division were 7,886 incidents. This is approximately 3% higher than the previous year 2010.



## SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

# COMMUNITY SAFETY

## SLIP AND FALL PREVENTION – HEALTH & SAFETY

Fall prevention may not seem like a lively topic, but it's important. As you get older, physical changes and health conditions — and sometimes the medications used to treat those conditions — make falls more likely. In fact, falls are a leading cause of injury among older adults. Still, fear of falling doesn't need to rule your life. Instead, consider six simple fall-prevention strategies.

### 1. Make an appointment with your doctor

Begin your fall-prevention plan by making an appointment with your doctor. Be prepared to answer questions such as:

- **What medications are you taking?** Make a list of your prescription and over-the-counter medications and supplements, or bring them with you to the appointment. Your doctor can review your medications for side effects and interactions that may increase your risk of falling. To help with fall prevention, your doctor may consider weaning you off certain medications — such as sedatives and some types of antidepressants.
- **Have you fallen before?** Write down the details, including when, where and how you fell. Be prepared to discuss instances when you almost fell but were caught by someone or managed to grab hold of something just in time. Details such as these may help your doctor identify specific fall-prevention strategies.
- **Could your health conditions cause a fall?** Certain eye and ear disorders may increase your risk of falls. Be prepared to discuss your health conditions and how comfortable you are when you walk — for example, do you feel any dizziness, joint pain, numbness or shortness of breath when you walk? Your doctor may evaluate your muscle strength, balance and walking style (gait) as well.

### 2. Keep moving

Physical activity can go a long way toward fall prevention. With your doctor's OK, consider activities such as walking, water workouts or tai chi — a gentle exercise that involves slow and graceful dance-like movements. Such activities reduce the risk of falls by improving strength, balance, coordination and flexibility.

If you avoid physical activity because you're afraid it will make a fall more likely, tell your doctor. He or she may recommend carefully monitored exercise programs or refer you to a physical therapist. The physical therapist can create a custom exercise program aimed at improving your balance, flexibility, muscle strength and gait.

### 3. Wear sensible shoes

Consider changing your footwear as part of your fall-prevention plan. High heels, floppy slippers and shoes with slick soles can make you slip, stumble and fall. So can walking in your stocking feet. Instead:

- Have your feet measured each time you buy shoes, since foot size can change.
- Buy properly fitting, sturdy shoes with nonskid soles.
- Avoid shoes with extra-thick soles.





# SAN BERNARDINO COUNTY FIRE DEPARTMENT

## SERVING YUCCA VALLEY

- Choose lace-up shoes instead of slip-ons, and keep the laces tied. If you have trouble tying laces, select footwear with fabric fasteners.
- If you're a woman who can't find wide enough shoes, try men's shoes.

### 4. Remove home hazards

Take a look around your home. Your living room, kitchen, bedroom, bathroom, hallways and stairways may be filled with hazards. To make your home safer:

- Remove boxes, newspapers, electrical cords and phone cords from walkways.
- Move coffee tables, magazine racks and plant stands from high-traffic areas.
- Secure loose rugs with double-faced tape, tacks or a slip-resistant backing — or remove loose rugs from your home.
- Repair loose, wooden floorboards and carpeting right away.
- Store clothing, dishes, food and other necessities within easy reach.
- Immediately clean spilled liquids, grease or food.
- Use nonskid floor wax.
- Use nonslip mats in your bathtub or shower.

### 5. Light up your living space

Keep your home brightly lit to avoid tripping on objects that are hard to see. Also:

- Place night lights in your bedroom, bathroom and hallways.
- Place a lamp within reach of your bed for middle-of-the-night needs.
- Make clear paths to light switches that aren't near room entrances. Consider trading traditional switches for glow-in-the-dark or illuminated switches.
- Turn on the lights before going up or down stairs.
- Store flashlights in easy-to-find places in case of power outages.

### 6. Use assistive devices

Your doctor might recommend using a cane or walker to keep you steady. Other assistive devices can help, too. For example:

- Hand rails for both sides of stairways
- Nonslip treads for bare-wood steps
- A raised toilet seat or one with armrests
- Grab bars for the shower or tub
- A sturdy plastic seat for the shower or tub — plus a hand-held shower nozzle for bathing while sitting down



**TOWN COUNCIL STAFF REPORT**

To: Honorable Mayor & Town Council  
From: Curtis Yakimow, Administrative Services Director  
Date: January 11, 2012  
For Council Meeting: January 17, 2012

**Subject: AB936 Review and Resolution**

**Prior Council Review:** None.

**Recommendation:** That the Town Council, pursuant to Assembly Bill 936, adopt the resolution regarding forgiveness of loans to public bodies.

**Order of Procedure:**

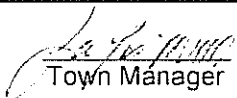
- Request Staff Report
- Request Public Comment
- Council Discussion / Questions of Staff
- Motion/Second
- Discussion on Motion
- Roll Call Vote

**Discussion:**

New legislation adopted by the Legislature in 2011, AB 936, adds provisions to the California Redevelopment Law regarding the forgiveness of loans between redevelopment agencies and other public bodies. New Health & Safety Code Section 33354.7 requires certain procedures be followed when any loan between a redevelopment agency and another public body is forgiven, in whole or in part.

In addition, new Health & Safety Code Section 33354.8 requires redevelopment agencies and public bodies to adopt a resolution on or before February 1, 2012, stating whether or not, during the period from January 1, 2010, through December 31, 2011, the redevelopment agency or public body has forgiven, in whole or in part, any loan made by the public body to a redevelopment agency, or any loan made by the redevelopment agency to a public body. A copy of the resolution must be sent to the Office of the State Controller.

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 Session  |

During the relevant time period, the Town has not forgiven any loan made to the Redevelopment Agency and the Redevelopment Agency has no loans outstanding to any public bodies.

Accordingly, staff recommendation is that Town Council and the Agency Board take the necessary steps to adopt the required resolutions and direct staff to send copies to the Office of the State Controller and, as necessary, the Town Council, in order to comply with Health & Safety Code Section 33354.8.

**Alternatives:** None.

**Fiscal impact:** None.

**Attachments:** AB936 Resolution

RESOLUTION NO. 12-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
YUCCA VALLEY REGARDING FORGIVENESS OF LOANS TO  
THE TOWN OF YUCCA VALLEY REDEVELOPMENT AGENCY

WHEREAS, Health & Safety Code Section 33354.8 requires the adoption on or before February 1, 2012, of a resolution stating whether or not the repayment, wholly or partially, of a loan, advance, or indebtedness owed by a public body to a redevelopment agency or by a redevelopment agency to a public body, has been forgiven during the period of time commencing January 1, 2010, through December 31, 2011.

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

Section 1. During the period of time from January 1, 2010, through December 31, 2011, the Town did not forgive, wholly or partially, any loans to the Agency.

Section 2. The Town Clerk shall transmit a copy of this resolution to the Office of the State Controller.

Section 3. The Town Clerk shall certify as to the adoption of the Resolution and shall cause the same to be processed in the manner required by law.

PASSED AND ADOPTED this 17<sup>th</sup> day of January, 2012.

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MAYOR

ATTEST:

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TOWN CLERK



## TOWN COUNCIL STAFF REPORT

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

**Subject:** FY 2012-13 & 2013-14 Budget Preparation Calendar

**Recommendation:** Review and approve the proposed Budget Calendar

**Order of Procedure:**

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

**Discussion:** For the upcoming 2013 and 2014 fiscal years, the Town will be completing a two-year budget document identifying both the priorities and programs of the Town, as well as the related financial resources required to accomplish these identified programs. While the budget focuses on a two-year timeframe, it is understood that the secondary year will be evaluated and revised as necessary during the following year's budget process. The budget process specifically coordinates the proposed goals, objectives, and programs with the Town's existing General Plan, Town policies, and other strategic planning guidance documents. As an additional component of the budget, a three-year forecast will also be incorporated into the budget document, thus presenting a five-year financial planning horizon for the Town.

The development of the annual budget is completed in phases, with each phase subject to a management review process. These phases are identified in the attached budget calendar. Upon completion of the individual phases, the budget is then assembled as a draft consolidated forecast of the next two fiscal year's operations. It is at this stage that the draft budget is presented to Council for public hearing, review, and receipt of input and direction relative to budget priorities.

The proposed budget calendar identifies review of the Special Revenue Fund Budgets with Council as part of the May 1<sup>st</sup> 2012 Town Council Meeting. Secondly, the General

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Reviewed By: *[Signature]* Town Manager      *[Signature]* Town Attorney      \_\_\_\_\_ Mgmt Services      \_\_\_\_\_ Dept Head

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

Fund budget review and public hearing is scheduled for the Council meeting of June 5<sup>th</sup> 2012, and finally, a consolidated review and adoption scheduled for the Council Meeting of June 19<sup>th</sup>, 2012.

As always, any member of the Council is invited to meet with staff at any time during the budget process if there are questions or concepts that need further clarification. Such a meeting may be beneficial in helping to understand the general language and structure of the upcoming budget.

**Alternatives:** No alternative action is recommended.

**Fiscal impact:** None.

**Attachments:**

FY 2012-14 Budget Calendar



## Town of Yucca Valley

### FY 2012-14 Budget Calendar

Week of	Topic	Responsibility
*January 30th	Budget Kick-Off Distribution of Budget Material	Administrative Services
*February 17th	Mission Statements Due Goals & Objectives Due Staffing Documents Due	Administrative Services Community Services Community Development/PW
*March 2nd	Special Revenue Fund Budgets Due	Community Services Community Development/PW
March 13th	Draft Special Revenue Funds Budget Due	Administrative Services
March 20th	Special Revenue Funds Review	Town Management
*March 22nd	General Fund Budgets Due	All Departments
April 3rd	Draft General Fund Operating Budget Due	Administrative Services
April 18th	General Fund Review	Town Management
April 23rd	Final Draft Special Revenue Funds	Administrative Services
<b>*May 1st</b>	<b>Special Revenue Funds Budget Review</b>	<b>Town Council</b>
May 14th	Final Draft General Fund	Administrative Services
<b>*June 5th</b>	<b>General Fund Budget Public Hearing</b>	<b>Town Council</b>
<b>*June 19th</b>	<b>Budget Adoption</b>	<b>Town Council</b>

*\*Indicates confirmed due date. All other dates indicate "week of", with finalization to come.*

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Barbara Noble, Engineering Technician II  
**Date:** January 11, 2012  
**For Council Meeting:** January 17, 2012

**Subject:** Approval of Final Parcel Map 19288  
Three Residential Lots  
Plasse Drive, south of Cassia Drive

**Prior Council Review:** None for this specific item.

**Recommendation:** That the Town Council:

1. Approves Final Parcel Map 19288.
2. Directs staff to forward the map to the San Bernardino County Recorder for recordation.

**Executive Summary:** The tentative parcel map was approved by the Planning Commission on April 12, 2011, subject to several conditions of approval. The applicant has satisfied those conditions which are required to be satisfied prior to recordation of the final map.

**Order of Procedure:**

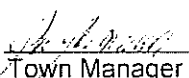
- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote, Consent Agenda)

**Discussion:** Final Parcel Map 19288 is comprised of three (3) lots each of 8,160 square feet, and each lot is developed with an existing single family home. Zoning is Residential Single Family, five (5) units per acre land use designation, which allows subdividing into lots as small as 7200 square feet. The project site is located on Plasse Drive, south of Cassia Drive, and surrounded to the north, south and east by single family residences. The property to the west is vacant land, also zoned Single Family Residential, five (5) units to the acre (RS-5).

The tentative parcel map was approved by the Planning Commission on April 12, 2011 subject to several conditions of approval. The conditions required to be satisfied, prior to

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Reviewed By:

  
Town Manager

  
Town Attorney

\_\_\_\_\_  
Mgmt Services

\_\_\_\_\_  
SRS  
Dept Head

---

Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session



final map approval, have been completed and satisfied.

**Alternatives:** No alternative action is recommended.

**Fiscal impact:** None.

**Attachments:**       Conditions of Approval  
                              Reduced Copy of Map  
                              Planning Commission Minutes

# PARCEL MAP NO. 19288

BEING THAT PORTION OF THE EAST HALF OF  
SECTION 35, TOWNSHIP 1 NORTH, RANGE 5 EAST, S.B.M.

## N1V15

PALM DESERT, CALIFORNIA  
MARCH 2011

NOTE VERTICAL FIVE

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WENDY STEVENS IN MARCH OF 2011. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CORRECTLY APPROVED TENTATIVE MAP. ALL THE MOVEMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS ON OR BEFORE DECEMBER 31, 2011, IN CONFORMANCE WITH SECTION 64513 AND 64514 OF THE SUBDIVISION MAP ACT AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

WENDY STEVENS  
BY LINDA J. HANCOCK, L.S. 22077  
MAP LEGAL EXPIRES 03/31/13

DATED \_\_\_\_\_

### TOWN SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 19288 CONSISTING OF TWO (2) SHEETS, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND APPROVED ALTERATIONS THEREON; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
KYLE OWSELY, ACTING TOWN SURVEYOR  
15 2012 DEP. 03/22/11



### BOARD OF SUPERVISORS' CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN DEPOSITED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THE ANNOTATED MAP WITH THE COUNTY REGISTER ARE A LIAZON AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND THAT THE SUPERVISOR HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER SHOWING THE EXTENT OF THE LIABILITY OF SAID TAXES AND ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATED \_\_\_\_\_

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

BY: \_\_\_\_\_, DEPUTY

### OWNERS STATEMENT, ACKNOWLEDGEMENT, AND AGREEMENT

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORDABLE INTEREST IN THE LAND SUBMITTED AS SHOWN ON THE ANNOTATED MAP AS REQUIRED BY SECTION 64513 (A) OF THE SUBDIVISION MAP ACT, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

WE HEREBY RELEASE OUR OWNERS, EXECUTOR, ADMINISTRATOR, SUCCESSORS, AND ASSIGNS A CROSS LOT DRAINAGE EASTWARD ACROSS PARCELS 1 THROUGH 3 NORTHEAST FOR DRAINAGE PURPOSES.

WE HEREBY IRREVOCABLY OFFER AN EASEMENT TO THE TOWN OF YUCCA VALLEY, THE PUBLIC IN GENERAL, AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION AN EASEMENT FOR PUBLIC ROADS, HIGHWAYS AND PUBLIC UTILITY PURPOSES IN UNDER, OVER, THROUGH AND ACROSS PLACES SHOWN AS SHOWN ON THE MAP. THE EASEMENT RIGHTS TO THE PUBLIC IN GENERAL AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN SUPERIOR TO THE SUPERIOR RIGHTS OF THE TOWN OF YUCCA VALLEY.

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

DONORS:  
WENDY ALLEN STEVENS AND KATHY J. STEVENS, MICHIGAN AND WIFE

(SIGNATURE) \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_  
(PRINTED NAME) \_\_\_\_\_ (PRINTED NAME) \_\_\_\_\_  
(PRINTED TITLE) \_\_\_\_\_ (PRINTED TITLE) \_\_\_\_\_

### AUDITOR'S CERTIFICATE

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

DATED \_\_\_\_\_  
LARRY WALKER, COUNTY AUDITOR/CONTROLLER  
COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_, DEPUTY

### TRUSTEE STATEMENT

ORANGE COAST TITLE, A CALIFORNIA CORPORATION, TRUSTEE UNDER DEED OF TRUST RECORDED OCTOBER 24, 2003 AS INSTRUMENT NUMBER 2003-076121.

(SIGNATURE) \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_  
(PRINTED NAME) \_\_\_\_\_ (PRINTED NAME) \_\_\_\_\_  
(PRINTED TITLE) \_\_\_\_\_ (PRINTED TITLE) \_\_\_\_\_

### TOWN CLERK'S ACCEPTANCE STATEMENT

I, JAMES H. ANDERSON, TOWN CLERK OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, HEREBY CERTIFY THAT SAID TOWN COUNCIL AT ITS REGULAR MEETING HELD ON \_\_\_\_\_ APPROVED THE ANNOTATED MAP OF PARCEL MAP NO. 19288.

AND HEREBY ACCEPTS THE IRREVOCABLE OFFER TO EASEMENT TO THE TOWN OF YUCCA VALLEY AN EASEMENT FOR PUBLIC ROADS, HIGHWAYS AND PUBLIC UTILITY PURPOSES IN UNDER, OVER, THROUGH AND ACROSS PLACES SHOWN AS INDICATED HEREON, BUT RESISTS UNDERSTANDING RESPONSIBILITY FOR THE STREET IMPROVEMENTS AS DESIGNATED HEREON.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
JAMES H. ANDERSON, CLERK  
TOWN CLERK  
TOWN OF YUCCA VALLEY, CALIFORNIA

### MCAGCC STATEMENT

THE MARINE CORPS AIR CROSSLAND COMBAT CENTER IS LOCATED IN THE VORONCO BASIN. TO PREPARE WARDS FOR THE FUTURE COMPLETION, THE MCAGCC CARRIES OUT REALISTIC TRAINING WITH MILITARY EQUIPMENT, BOTH DAY AND NIGHT, AS A REALISTIC MILITARY APPROXIMATE FLY OVER THE AREA AND MILITARY VEHICLES DRIVE ON AND OFF THE BASE EVERY DAY. THIS PROPERTY IS LOCATED DIRECTLY UNDER THIS AIRCRAFT FLIGHT ROUTE AND IS LOCATED APPROXIMATELY 13 MILES FROM THE INSTALLATION BOUNDARY. CONSEQUENTLY, YOU SHOULD EXPECT TO HEAR MILITARY TRAINING, SEE LOW-FLYING MILITARY AIRCRAFT AND ENCOUNTER OTHER EXPERIENCES ASSOCIATED WITH THE IMPORTANT MISSION OF THE MCAGCC.

### TRUSTEE STATEMENT

JESS E. VAN DIVER, TRUSTEE UNDER DEED OF TRUST RECORDED JUNE 28, 2010 AS INSTRUMENT NUMBER 2010-055713.

(SIGNATURE) \_\_\_\_\_ (PRINTED NAME) \_\_\_\_\_  
(PRINTED NAME) \_\_\_\_\_

### SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER \_\_\_\_\_  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M. P.  
BOOK \_\_\_\_\_ OF PARCEL MAPS AT PAGE \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_

IN THE PRESENCE OF \_\_\_\_\_  
LARRY WALKER  
AUDITOR/CONTROLLER-RECORDER  
COUNTY OF SAN BERNARDINO  
BY: \_\_\_\_\_  
DEPUTY RECORDER

\*SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENT

PDB029000

# PARCEL MAP NO. 19288

BEING THAT PORTION OF THE EAST HALF OF  
SECTION 35, TOWNSHIP 1 NORTH, RANGE 5 EAST, S.B.M.

## N1/15

PALM DESERT, CALIFORNIA  
MARCH 2011

NOTTE VERTICALFIVE

### NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_

A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HE/SHE/IT/HEY (OR THEIR SIGNATURE(S) ON THE INSTRUMENT) THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
SIGNATURE

NAME PRINTED

MY COMMISSION EXPIRES: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY.

### NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_

A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HE/SHE/IT/HEY (OR THEIR SIGNATURE(S) ON THE INSTRUMENT) THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
SIGNATURE

NAME PRINTED

MY COMMISSION EXPIRES: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY.

### NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_

A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HE/SHE/IT/HEY (OR THEIR SIGNATURE(S) ON THE INSTRUMENT) THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
SIGNATURE

NAME PRINTED

MY COMMISSION EXPIRES: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_ COUNTY.

IN THE INCORPORATED AREA OF THE TOWN OF YUCCA VALLEY,  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

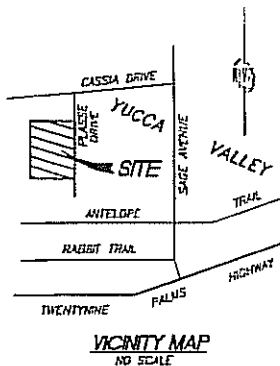
SHEET 3 OF 3 SHEETS

# PARCEL MAP NO. 19288

BEING THAT PORTION OF THE EAST HALF OF  
SECTION 35, TOWNSHIP 1 NORTH, RANGE 5 EAST, S.B.M.

FD. 1" IP WITH SBOD  
SURVEY TAG, FLUSH, FIT  
NES PER CSFB 4058/424,  
ACCEPTED AS CENTERLINE  
INTERSECTION OF SAGE AND  
LITTLE LEAGUE DRIVE

**NIV15**  
NOLTE VERTICALFIVE  
PALM DESERT, CALIFORNIA  
MARCH 2011



**LEGEND**

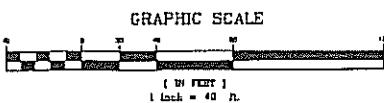
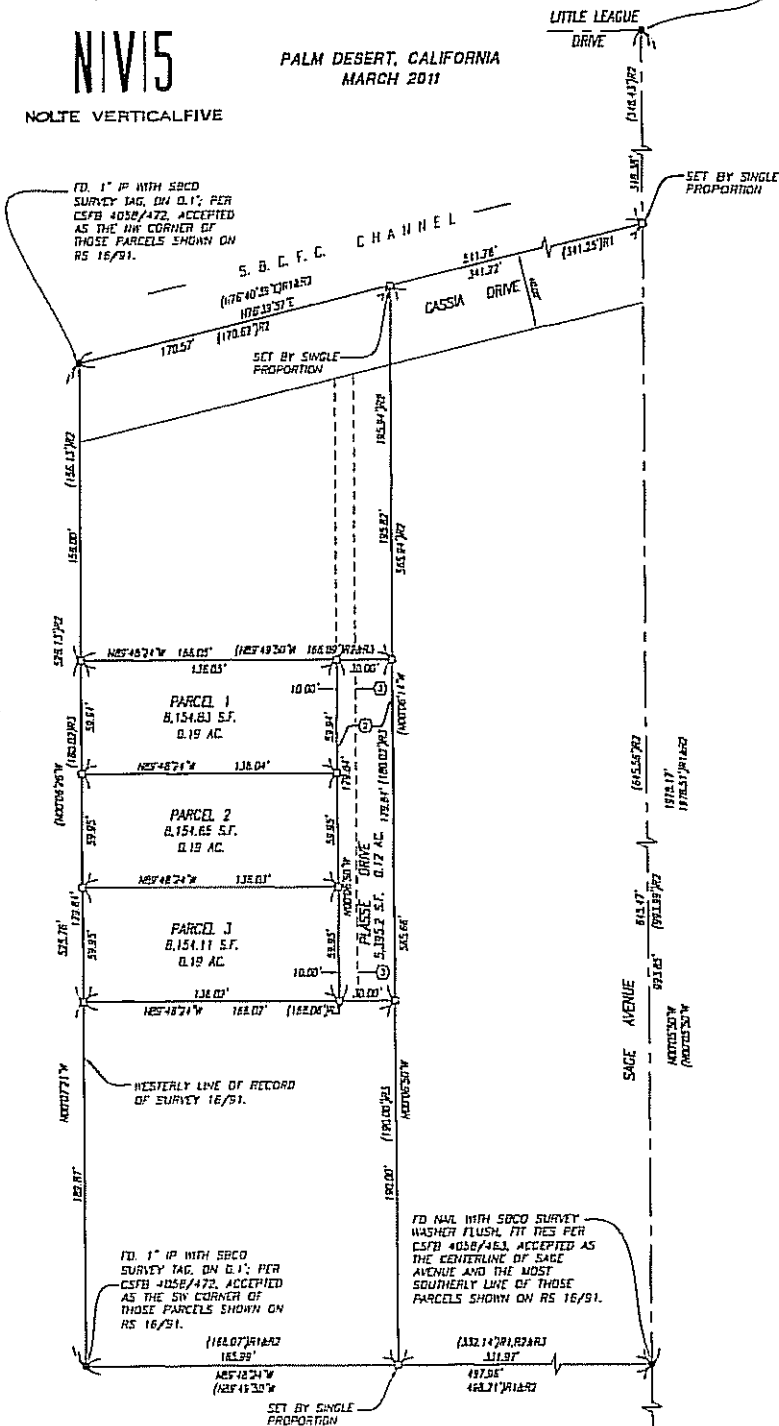
- ✦ FOUND MONUMENT AS NOTED
- ⊕ SET 1" x 1/8" IRON PIPE WITH TAG STAMPED "LS 2207" FLUSH, UNLESS OTHERWISE NOTED
- Ⓚ INDICATES EXISTENT DATA NOTE
- (- ) 311 INDICATES RECORD DATA PER RECORD OF SURVEY 12/17
- (- ) 312 INDICATES RECORD DATA PER RECORD OF SURVEY 12/31
- (- ) 313 INDICATES RECORD DATA PER COUNTY DEED REC. 10/24/45 AS DOC# 2022-0741150

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR BEARINGS SHOWN HEREON IS THE EAST LINE OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 EAST AS SHOWN ON RECORD OF SURVEY 8/12, BEING HEREIN REFERRED TO.

**EASEMENT DATA**

- 1 AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER DOCUMENT RECORDED JULY 31, 1922, IN BOOK 4211 PAGE 424, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY. SAID EASEMENT NOT PLATTABLE.
- 2 A 33.00' EASEMENT FOR ROAD AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED DECEMBER 31, 1928 AS INSTRUMENT NO. 210 IN BOOK 2340 PAGE 124, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY. SAID EASEMENT AFFECTS THE PROPERTY AND IS SHOWN HEREON.
- 3 A 10.00' EASEMENT FOR TRANSMISSION OF ELECTRIC ENERGY AND INCIDENTAL PURPOSES IN FAVOR OF CENTRAL TELEPHONE COMPANY OF CALIFORNIA PER DOCUMENT RECORDED DECEMBER 10, 1920 AS INSTRUMENT NO. 82-28100, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY. SAID EASEMENT AFFECTS THE PROPERTY AND IS SHOWN HEREON.



FD 2" BRASS CAP  
STAMPED "ACE 23256"  
BY B.S. NO REFERENCE  
THE NES PER CSFB  
4058/462, ACCEPTED AS  
SOUTHEAST CORNER OF  
SECTION 35.

T. 1 N. S. E. 35 36  
R. 5 E. S. E.

**TOWN OF YUCCA VALLEY  
COMMUNITY DEVELOPMENT DEPARTMENT  
FINAL CONDITIONS OF APPROVAL  
TENTATIVE PARCEL MAP, PM 19288 STEVENS**

A request to subdivide a 30,056 square foot (.69 acre) parcel into three (3) 8,160 square foot (.19 acre) parcels with previously constructed single family homes in the residential single family, five (5) units per acre land use designation. The property is located on the west side of Plasse drive (7090, 7110, 7140 Plasse), south of cassia drive and identified as APNs 595-122-13, 34, and 38.

**GENERAL CONDITIONS**

- G1. The applicant shall agree to defend, indemnify and hold harmless the Town of Yucca Valley, its agents, officers and employees, at his sole expense, against any action, claim or proceedings brought against the Town or its agents, officers or employees, to attack, set aside, void, or annul this approval or because of the issuance of such approval, or in the alternative, to relinquish such approval, in compliance with the Town of Yucca Valley Development Code. The applicant shall reimburse the Town, its agents, officers, or employees for any court costs, and attorney's fees which the Town, its agents, officers or employees may be required by a court to pay as a result of such action. The Town may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve applicant of his obligations under this condition. The Town shall promptly notify the applicant of any claim, action or proceedings arising from the Town's approval of this project, and the Town shall cooperate in the defense.
- G2. This Tentative Tract Map shall become null and void if the tentative tract map has not recorded within three (3) years of the Town of Yucca Valley date of approval. Extensions of time may be granted by the Planning Commission and/or Town Council, in conformance with the Town of Yucca Valley Development Code. The applicant is responsible for the initiation of an extension request.

**Approval Date: April 12, 2011  
Expiration Date: April 12, 2014**

- G3. The applicant shall ascertain and comply with requirements of all State, County, Town and local agencies as are applicable to the project. These include, but are not limited to, County of San Bernardino Environmental Health Services, County of San Bernardino Transportation/Flood Control, County of San Bernardino Fire Department, Yucca Valley Building and Safety, Caltrans, High Desert Water District, Airport Land Use Commission, California Regional Water Quality Control Board, Colorado River Region, the Federal Emergency Management Agency,

Applicant Initials CMZ

MDAQMD-Mojave Desert Air Quality Management District, Community Development, Engineering, and all other Town Departments.

- G4. All conditions are continuing conditions. Failure of the applicant to comply with any or all of said conditions at any time may result in the revocation of any construction permits for the project.
- G5. The applicant shall pay all fees charged by the Town as required for application processing, plan checking, construction and/or inspection. The fee amounts shall be those which are applicable and in effect at the time work is undertaken and accomplished. Fees for entitlement prior to construction permits are based on estimated costs for similar projects. Additional fees may be incurred, depending upon the specific project. If additional fees for services are incurred, they must be paid prior to any further processing, consideration, or approval(s).
- G6. All refuse shall be removed from the premises in conformance with Yucca Valley Town Code 33.083.
- G7. All existing street and property monuments within or abutting this project site shall be preserved consistent with AB 1414. If during construction of onsite or offsite improvements monuments are damaged or destroyed, the applicant shall retain a qualified licensed land surveyor or civil engineer to reset those monuments per Town Standards and file the necessary information with the County Recorder's office as required by law (AB 1414).
- G8. The Applicant shall reimburse the Town for the Town's costs incurred in monitoring the developer's compliance with the Conditions of Approval including, but not limited to, inspections and review of developer's operations and activities for compliance with all applicable dust and noise operations. This condition of approval is supplemental and in addition to normal building permit and public improvement permits that may be required pursuant to the Yucca Valley Municipal Code.
- G9. After final plan check by the Town, original mylars (4 mil) shall be submitted to the Town for signature by the Town Engineer. All original mylars submitted for Town Engineer's signature must contain the design engineer's wet signature and stamp and all other required signatures.
- G10. The final Conditions of Approval issued by the approving authority shall be photographically or electronically placed on bond (blue/black line) paper and included in the Final Map plan sets on 24" x 36" bond (blue/ black line) paper and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field and during construction. Plan check fees shall not be charged for sheets containing the Conditions of Approval.

- G11. Prior to recordation of the final map, the applicant shall submit all improvement plans and final maps on compact disks in digital format acceptable to the Town Engineer.
- G12. The site shall be developed in accordance with the approved plans on file with the Town of Yucca Valley, in accordance with the Conditions of Approval approved for the project, and in accordance with the General Plan and Development Code. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Town.
- G13. All street dedications shall be irrevocably offered to the public and shall continue in force until the Town accepts or abandons such offers. All dedications shall be free of all encumbrances as approved by the Town Engineer.
- G14. Violations of any condition or restriction or prohibition set forth in these conditions, including all approved construction plans, public and private, for this project and subject to the Town's overall project approval and these conditions of approval, shall subject the owner, applicant, developer or contractor(s) to the remedies as noted in the Municipal Code. In addition, the Town Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.
- G15. All property corners, logs, easements, street centerlines and curve radii shall be monumented and horizontally tied to identified control points. A copy of the monumentation survey and centerline tie notes shall be provided to the Town Engineer for approval.

#### PLANNING CONDITIONS

- P1. Prior to recordation of the final map, the applicant shall pay park in-lieu fees based upon the fair market value of the amount of land which would otherwise be required for dedication, as provided in Section 811.0302(F) of Ordinance 175.
- P2. All exterior lighting shall comply with the Ordinance 90, Outdoor Lighting and shall be illustrated on all construction plans.
- P3. ***The final map shall be designed so that each single family residence meets the requirements of the Development Code, including setbacks.***

#### ENGINEERING CONDITIONS

- E1. ***Dedicate the thirty (30) foot half width right of way for Plasse Drive. The right of way shall be offered for street and public utility purposes on the final Parcel Map by the Owner, but the Town Clerk's Statement shall be***

**worded such that the street is accepted for street and public utility purposes but not accepted into the Town's maintained street system.**

- E2. **It is understood that the tentative map correctly shows all existing easements, traveled ways and drainage courses, and that their omission may require the tentative map to be resubmitted for further consideration.**
- E3. The Applicant shall cause to be formed or shall record a non-opposition agreement to participation in a future public safety assessment district formed by the Town. The total annual assessment upon each single family residential property shall not exceed Two Hundred Ninety Five Dollars (\$295.00).
- E4. All improvement plans shall be designed by a Registered Civil Engineer.
- E5. Prior to final map approval, the applicant shall enter into a subdivision improvement agreement with the Town of Yucca Valley. In addition to the subdivision improvement agreement, the applicant shall submit bonds including but not limited to, 100% faithful performance bond, 50% labor and materials bond, 25% guaranty/ warranty bond, monument bond and grading bond.
- E6. Private drainage easements for cross-lot drainage shall be dedicated and delineated on the final map.
- E7. The following information regarding the presence of the Marine Corps Air Ground Combat Center (MGAGCC) shall be recorded on the title of each property contained within the boundaries of the tract map.

"The Marine Corps Air Ground Combat Center is located in the Morongo Basin. To prepare Marines for future conflicts, the MGAGCC carries out realistic training with military munitions, both day and night. As a result, Military aircraft fly over the area, and military vehicles drive on and off the base every day. This property is located directly under two aircraft flying routes and is located approximately 13 miles from the installation boundary. Consequently, you should expect to hear military training, see low-flying military aircraft, and encounter other experiences associated with the important mission of the MCAGCC".

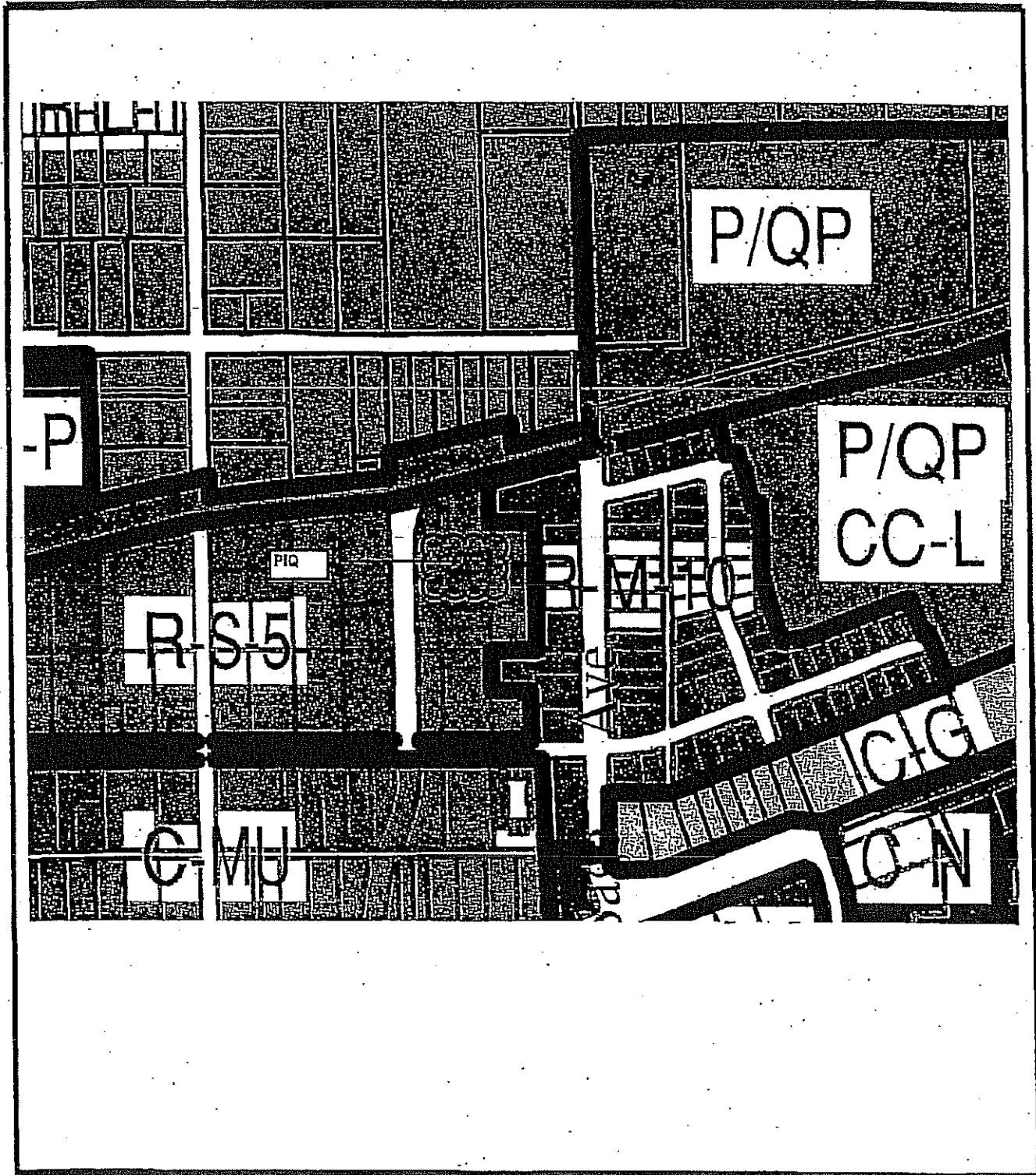
I HEREBY CERTIFY THAT THE APPROVED CONDITIONS OF APPROVAL WILL BE SATISFIED PRIOR TO OR AT THE TIMEFRAMES SPECIFIED AS SHOWN ABOVE. I UNDERSTAND THAT FAILURE TO SATISFY ANY ONE OF THESE CONDITIONS WILL PROHIBIT THE ISSUANCE OF ANY PERMIT OR ANY FINAL MAP APPROVAL.

Applicant's Signature  Date 4/15/11



# TOWN OF YUCCA VALLEY

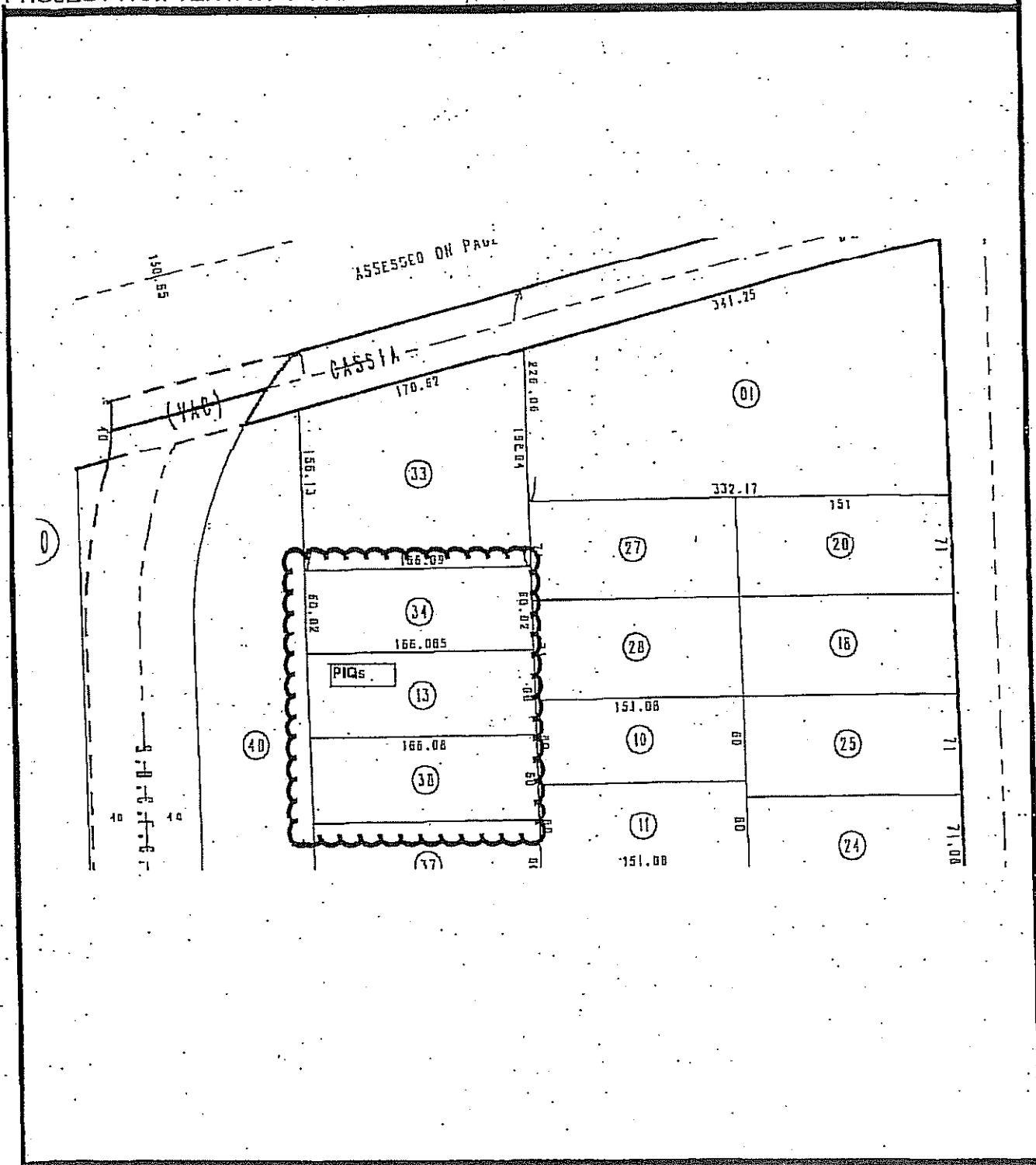
PROJECT NO.: TENTATIVE PARCEL MAP, TPM 19288 STEVENS



ZONING AND GENERAL PLAN LAND USE MAP

# TOWN OF YUCCA VALLEY

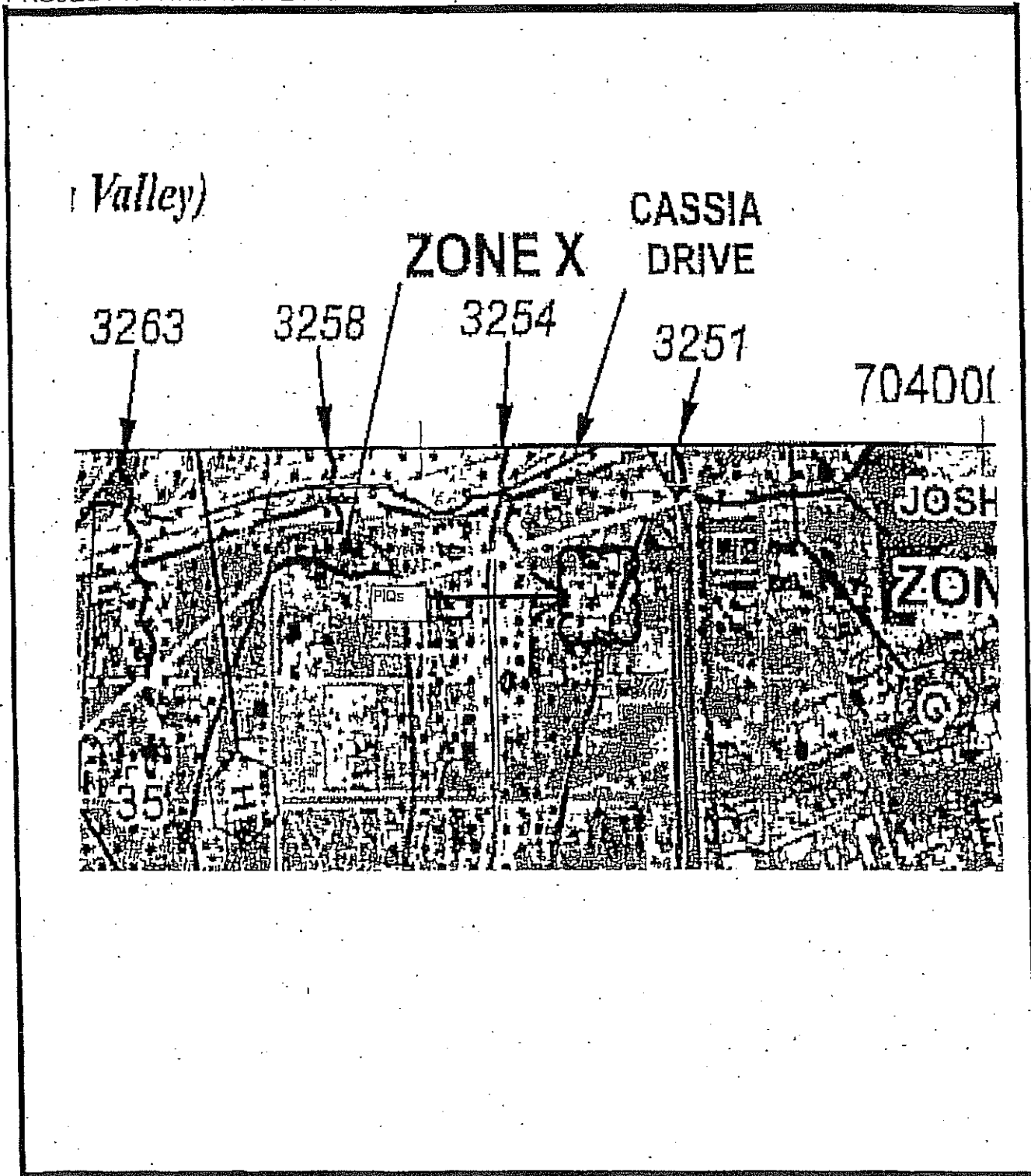
PROJECT NO.: TENTATIVE PARCEL MAP, TPM 19288 STEVENS



Assessor's Parcel Map

# TOWN OF YUCCA VALLEY

PROJECT NO: TENTATIVE PARCEL MAP, TPM 19288 STEVENS



FEMA Map

# TOWN OF YUCCA VALLEY

PROJECT NO.: TENTATIVE PARCEL MAP, TPM 19288 STEVENS



Aerial Photo

Motion was seconded by Commissioner Hildebrand. Motion carried 3-0-1-1 on a voice vote with Commissioner Humphreville abstaining and Commissioner Alberg absent.

Commissioner Humphreville returned to the dais.

## 2. TENTATIVE PARCEL MAP, TPM 19288 STEVENS

A request to subdivide a 30,056 square foot (.69 acre) parcel into three (3) 8,160 square foot (.19 acre) parcels with previously constructed single family homes in the residential single family, five (5) units per acre land use designation.

With reference to the complete printed staff report provided in the meeting packets and preserved in the project and meeting files, Associate Planner Kirschmann presented the project discussion to the meeting along with PowerPoint® presentation projected on the screen stating that the applicant believed he had purchased 3 separate legal lots as the San Bernardino County Assessor's map showed three separate parcels. The parcels shown on the tax assessor map were drawn for tax purposes but never subdivided in accordance with the California subdivision Map Act.

Deputy Town Manager Stueckle stated that this application is based upon consistency with the general plan and development code where under the County it is considered a non-maintained public road with no required improvements and based upon Staff's analysis the Town does not foresee it requiring that the Town maintain the road in the near future.

Chair Lombardo opened the Public Hearing.

Bill Warner, Applicant's Representative requested approval of the parcel map to subdivide the lot into 3 separate legal sellable parcels based upon the findings in the staff report and the Conditions of Approval.

There being no one else wishing to speak, Chair Lombardo closed the Public Hearing.

Commissioner Humphreville moved to determine that the project is categorically exempt from CEQA under Section 15332, Class 32, Infill Development and approve Tentative Parcel Map, TPM 19288 Stevens based on the findings in the staff report, and the Conditions of Approval.

The motion was seconded by Commissioner Abel. Motion carried 4-0 on a voice vote with Commissioner Alberg absent.

## DEPARTMENT REPORTS:

### 3. ASSIGNMENT OF TWO COMMISSIONERS TO PARTICIPATE IN THE AFFORDABLE SENIOR HOUSING PROJECT AD HOC COMMITTEE

A request that the Planning Commission designate two Commissioners to participate in the Affordable Senior Housing Project Ad Hoc Committee.

With reference to the complete printed staff report provided in the meeting packets and preserved in the project and meeting files, Associate Planner Kirschmann presented the project discussion to the meeting.

## TOWN COUNCIL STAFF REPORT

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

**Subject:** Community Development Block Grant Funds  
Community Center Playground Improvement & Splash Park – Town Project  
No. 8961  
Award of Design Services

**Prior Council Review:** The Town Council previously allocated two years of Community Development Block Grant (CDBG) funds to the renovation of the Community Center Playground, including the addition of a splash park amenity to the facility. The Town Council appropriated these funds in the FY 2011/2012 adopted budget. On October 4, 2011 Town Council authorized advertisement of Request for Proposal (RFP) for the park design and the preparation of bid ready construction drawings.

**Recommendation:** That the Town Council awards a contract for professional design services to RJM Design Group for the design of the Community Center Playground and Splash Park and for the preparation of bid ready construction documents in the amount of \$43,400 (which includes \$3,500 for reimbursable expenses); and authorizes the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to complete the project.

**Executive Summary:** The Town annually receives federal Community Development Block Grant (CDBG) funding through the County of San Bernardino. Federal standards require competitive bidding for the expenditure of CDBG funds. The design and preparation of Plans, Specifications, and Estimates (PS&E) is the first step in the process.

**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

SRS  
\_\_\_\_\_  
Dept Head

---

\_\_\_\_ Department Report  
 Consent

\_\_\_\_ Ordinance Action  
 Minute Action

\_\_\_\_ Resolution Action  
\_\_\_\_ Receive and File

\_\_\_\_ Public Hearing  
\_\_\_\_ Study Session

**Discussion:** The Community Center Playground Improvement & Splash Park project includes the redesign of the existing playground area and equipment, as well as the design of a splash park amenity. The Town is required to adhere to federal guidelines implemented by the County of San Bernardino to competitively bid design services for the project.

Prior to commencing construction of public facilities, plans and specifications must be prepared for the public works project bidding and construction process. The Town released a Request for Proposal for professional services to complete the Park Design.

The Town received proposals from eleven firms listed below.

- Architerra Design Group, Rancho Cucamonga
- Capital Inspection and Consulting Group, Upland
- Community Works Design Group, Riverside
- Escalante Architects, Palm Springs
- Hirsch & Associates, Inc., Anaheim
- Jones & Madhavan Architecture Engineering, Thousand Oaks
- RHA Landscape Architects Planners, Inc., Riverside
- RJM Design Group, San Juan Capistrano
- Segura Associates, Inc., La Verne
- Summers/Murphy & Partners, Inc., Dana Point
- TKD Associates, Inc., Rancho Mirage

An independent evaluation of the experience and qualifications of the firms was performed by staff which included the Town Manager, Deputy Town Manager, Administrative Services Director, Community Services Director, and Project Engineer. The Town review committee identified three (3) finalists and performed interviews with each of the following:

- Architerra Design Group, Rancho Cucamonga
- RJM Design Group, San Juan Capistrano
- Segura Associates, Inc., La Verne

While the qualifications of all firms were impressive, there was consensus that the experience and qualifications of RJM Design Group was best suited for the project.

**Alternatives:** Staff recommends no alternative actions. Formal bidding procedures are required by the County of San Bernardino for the expenditure of CDBG funds.

**Fiscal impact:** A total of \$297,064 in CDBG funds are appropriated in the FY 2011/2012 Budget for the project.

**Attachments:** Agreement for Contract Services with RJM

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**THE TOWN OF YUCCA VALLEY,  
A MUNICIPAL CORPORATION**

**And**

**RJM DESIGN GROUP**



**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
THE TOWN OF YUCCA VALLEY, CALIFORNIA  
AND  
RJM DESIGN GROUP**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 17<sup>th</sup> day of January, 2012 by and between the Town of Yucca Valley, a general law municipal corporation (“Town”) and RJM Design Group, (“Consultant” or “Contractor”). Town and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”). (The term Contractor includes professionals performing in a consulting capacity.)

**RECITALS**

A. Town has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the Town to perform those services.

C. Pursuant to the Town of Yucca Valley’s Municipal Code, Town has authority to enter into this Contract Services Agreement and the Town Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONTRACTOR**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder.

As a material inducement to the Town entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Town, its officers, employees or agents of Town, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Town hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the Town of such fact and shall not proceed except at Town's risk until written instructions are received from the Contract Officer.

## 1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Town, except such losses or damages as may be caused by Town's own negligence.

## 1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Town of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the Town in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Town may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Town, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Town by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Town. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Town, the Town shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

### 1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

### 1.10 Additional Services.

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

### 1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated

herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

#### 1.12 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Forty three thousand four hundred dollars (\$43,400) (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

#### 1.13 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

#### 1.14 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the Town. Coordination of the performance of the work with Town is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

#### 1.15 Invoices.

Each month Contractor shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Town's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

Town shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Contractor for correction and resubmission.

1.16 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

**ARTICLE 2. PERFORMANCE SCHEDULE**

2.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

2.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

2.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

2.4 Inspection and Final Acceptance.

Town may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. Town shall reject or finally accept Contractor's work within forth five (45) days after submitted to Town. Town shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. Town's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by Town shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

2.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

2.6 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Larry P. Ryan</u>	<u>Principal</u>
(Name)	(Title)

<u>Robert Mueting</u>	<u>Principal</u>
(Name)	(Title)

<u>Eric Chastain</u>	<u>Associate Landscape Architect</u>
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Town to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of Town. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify Town of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

2.7 Status of Contractor.

Contractor shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town.

Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### 2.8 Contract Officer.

The Contract Officer shall be such person as may be designated by the Town Manager of Town. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by Town to the Contract Officer. Unless otherwise specified herein, any approval of Town required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Town Manager, to sign all documents on behalf of the Town required hereunder to carry out the terms of this Agreement.

#### 2.9 Independent Contractor.

Neither the Town nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Town shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### 2.10 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.



## ARTICLE 3. INSURANCE, INDEMNIFICATION AND BONDS

### 3.1 Insurance Coverage.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of Town:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the Town against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the Town submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

### 3.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Town, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Town or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance.

The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Town, its officers, employees and agents and their respective insurers.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the Town. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

All certificates shall name the Town as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

\_\_\_\_\_  
Contractor Initials

Town, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by Town. At the option of Town, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Town or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to Town.

### 3.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Town, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Town, its officers, agents, and employees harmless therefrom;

(c) In the event the Town, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Town, its officers, agents or employees, any and all costs and expenses incurred by the Town, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify Town hereunder therefore, and failure of Town to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder.

The provisions of this Section do not apply to claims or liabilities occurring as a result of Town's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Town's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

### 3.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to Town performance bond in the sum of the amount of this Agreement, in the form provided by the Town Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

### 3.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of Town ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the Town Council of Town within 10 days of receipt of notice from the Risk Manager.

## **ARTICLE 4. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### 4.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Town and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Town shall have access to such

records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to Town, and access shall be provided by Contractor's successor in interest.

#### 4.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

#### 4.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Town's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Town for all damages resulting therefrom.

#### 4.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Town Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed

under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Town notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then Town shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify Town should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

## **ARTICLE 5. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **5.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in San Bernardino.

### **5.2 Disputes: Default.**

In the event that Contractor is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the Town may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the Town shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Town may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the Town may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Town to give notice of the Contractor's default shall not be deemed to result in a waiver of the Town's legal rights or any rights arising out of any provision of this Agreement.

### 5.3 Retention of Funds.

Contractor hereby authorizes Town to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Town as elsewhere provided herein.

### 5.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### 5.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

### 5.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

### 5.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement,

the Contractor and its sureties shall be liable for and shall pay to the Town the sum of Zero (\$ 0 ) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The Town may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

#### 5.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### 5.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Town may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

#### 5.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.



## ARTICLE 6. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

### 6.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### 6.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### 6.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

### 6.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

## ARTICLE 7. MISCELLANEOUS PROVISIONS

### 7.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, TOWN OF YUCCA VALLEY, 57090 Twentynine Palms Highway, Yucca Valley, CA 92284 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### 7.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### 7.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### 7.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the Town Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

### 7.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

7.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

TOWN:

TOWN OF YUCCA VALLEY, a municipal corporation

\_\_\_\_\_  
Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Lona Laymon, Town Attorney

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL  
 CORPORATE OFFICER  
 \_\_\_\_\_  
 TITLE(S)

\_\_\_\_\_

TITLE OR TYPE OF DOCUMENT

- PARTNER(S)       LIMITED  
     GENERAL

\_\_\_\_\_

NUMBER OF PAGES

- ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_

DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE

\_\_\_\_\_  
 \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
  - CORPORATE OFFICER
- \_\_\_\_\_
- TITLE(S)

\_\_\_\_\_

TITLE OR TYPE OF DOCUMENT

- PARTNER(S)       LIMITED
- GENERAL

\_\_\_\_\_

NUMBER OF PAGES

- ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_

DATE OF DOCUMENT

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

\_\_\_\_\_

\_\_\_\_\_

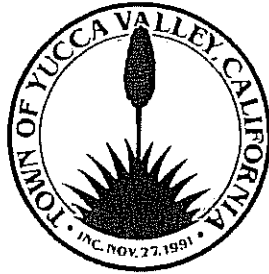
\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE

# EXHIBIT “A”

**TOWN OF YUCCA VALLEY**

Yucca Valley, California



REQUEST FOR QUALIFICATIONS/  
REQUEST FOR PROPOSAL  
TOWN OF YUCCA VALLEY, CALIFORNIA

PROFESSIONAL ARCHITECTURAL DESIGN  
AND SUPPORTING ENGINEERING SERVICES FOR  
PREPARATION OF THE  
**COMMUNITY CENTER PLAYGROUND IMPROVEMENTS  
AND SPLASH PARK**  
BID READY IMPROVEMENT DOCUMENTS AND  
PROJECT SPECIFICATIONS  
TOWN PROJECT NO. 8961

October 5, 2011



**TOWN OF YUCCA VALLEY, CALIFORNIA  
REQUEST FOR QUALIFICATIONS/  
REQUEST FOR FEE PROPOSAL**

**PROJECT NAME:** REQUEST FOR QUALIFICATIONS /  
PROPOSAL FOR PROFESSIONAL  
ARCHITECTURAL AND SUPPORTING  
ENGINEERING DESIGN SERVICES FOR  
PREPARATION OF THE COMMUNITY  
CENTER PLAYGROUND  
IMPROVEMENTS AND SPLASH PARK  
BID READY IMPROVEMENT  
DOCUMENTS AND PROJECT  
SPECIFICATIONS, TOWN PROJECT NO.  
8961

**PROPOSAL MUST BE RECEIVED NO  
LATER THAN AND ARE TO BE OPENED  
AT:** 3:00 p.m. on Tuesday, November 15, 2011

**PLACE OF PROPOSAL RECEIPT  
AND PROPOSAL OPENING:** Office of Town Clerk  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284

NOTICE IS HEREBY GIVEN that the Town of Yucca Valley, County of San Bernardino, California, will receive up to, but not later than the date and time set forth above, proposals in response to the Request for Qualifications/Request for Proposal with sealed Fee Proposal for the award of a contract for professional design services related to the above-referenced project.

The work to be performed consists of preparation of conceptual plan, site plan, topographic survey, grading and drainage plan, Plans, Specifications, and Estimates (PS&E), and all other bid ready improvement plans and supporting studies/documentation to provide bid ready special and technical specifications and related documents set forth in the Scope of Services for the Improvements of the **Community Center Playground Improvements and Splash Park** located at the Town Hall complex. All work shall be completed within **one hundred seventy (170) calendar days** following receipt of a written Notice to Proceed from the Town.

**A VOLUNTARY PREPROPOSAL CONFERENCE IS SCHEDULED FOR:**

**10:00 a.m. on Thursday, November 3, 2011**

**PREPROPOSAL CONFERENCE WILL BE HELD AT:  
Town of Yucca Valley  
Community Center  
57090 Twentynine Palms Highway  
Yucca Valley, California**

The Town of Yucca Valley reserves the right to reject any of all bids or any parts thereof and to waive any irregularities or informalities in any proposal or in the proposal process and to make a contract award in the best interest of the Town.

No Proposal may be withdrawn for a period of sixty (60) calendar days after the date set for the opening of bids.

TOWN OF YUCCA VALLEY

Hi-Desert Star  
Advertised

By: Janet M. Anderson  
Town Clerk

October 12, 2011  
Date

\_\_\_\_\_  
Date

October 19, 2011  
Date

- End of Section -

REQUEST FOR QUALIFICATIONS/  
REQUEST FOR PROPOSAL  
TOWN OF YUCCA VALLEY, CALIFORNIA

PROFESSIONAL ARCHITECTURAL DESIGN SERVICES  
AND SUPPORTING ENGINEERING DESIGN SERVICES FOR  
PREPARATION OF THE  
**COMMUNITY CENTER PLAYGROUND IMPROVEMENTS  
AND SPLASH PARK**  
BID READY IMPROVEMENT DOCUMENTS AND  
PROJECT SPECIFICATIONS  
TOWN PROJECT NO. 8961

OCTOBER 5, 2011

INTRODUCTION

The Town of Yucca Valley solicits a California licensed professional architectural-planning firm to develop a Conceptual Plan, Final Site Plan, Plans, Specifications, and Estimates (PS&E), and all other bid ready improvement plans and supporting studies/documentation to provide bid ready special and technical specifications and related documents set forth in the Scope of Services for the Improvements for the Community Center Playground Improvements and Splash Park, including but not limited to removal of the existing park equipment, identify, recommend and install new equipment meeting current safety requirements of the State of California and American's With Disabilities Act, construction of a zero depth splash park, and appurtenant improvements, with complete bid ready construction drawings and specifications for the construction of the park improvements as further described in the Scope of Services.

Bidding and construction of the facilities is not included in the Scope of Services, however the Consultant should anticipate being available to answer questions and provide advice during bidding and construction of the project.

SCOPE OF SERVICES

The Scope of Services generally consists of preparing a conceptual site plan of the project area for presentation to, and approval by, the Town of Yucca Valley staff, the Parks, Recreational and Cultural Commission, and where applicable, the Town Council; the preparation of final construction plans including but not limited to grading and architectural improvement plans for the facilities/equipment proposed; and preparation of the special and technical specifications for the park improvements to be included in the project construction bid documents. All improvement drawings shall be complete and suitable for bidding. The Scope of Services includes, but is not limited to, the following:

## Tasks

1. **Conceptual Plan.** The Consultant will prepare a full-color Conceptual Plan for the site. The Consultant shall meet with Town Staff to define the limits of the site to be developed.

The Consultant shall present the Conceptual Plan to Town Staff for review and approval by the Town of Yucca Valley Parks, Recreation and Cultural Commission. Consultant's proposal shall allow for a minimum of two (2) meetings with Town Staff, one (1) meeting with the Parks, Recreations and Cultural Commission, and one (1) meeting with the Town Council.

2. **Topographic Survey.** Consultant shall provide a topographic survey of the site, as defined in Task 1 by the Town staff. Consultant shall perform field surveys as necessary to control the design and provide accurate quantity estimates. Consultant shall provide a copy of the base topographic drawing to the Town.

3. **Site Plan.** The Consultant will prepare a Final Site Plan of the site. The Final Site Plan shall indicate the specific locations and dimensions of the proposed equipment as well as all proposed improvements related to providing ADA compliant access to the equipment.

The Consultant shall present the Final Site Plan to the Town Staff for review and approval by the Town Staff and the Town of Yucca Valley Parks, Recreation and Cultural Commission. Consultant's proposal shall allow for a minimum of two (2) meetings with Town staff and one (1) meeting with the Parks, Recreation and Cultural Commission. Upon completion of Tasks 1, 2 and 3, Consultant shall proceed with the balance of the Scope of Services.

4. **Grading and Drainage Plan.** Consultant shall prepare and submit grading and drainage plans of the site for plan check by the Town Engineer. The Grading and Drainage Plan and the Final Site Plan may be combined. The grading plan shall also include required changes to the existing irrigation system to accommodate any changes caused by the new site plan.
5. **Estimate of Probable Cost of Construction:** Consultant shall provide a preliminary and final estimate of probable cost of construction by components, i.e. equipment purchase costs, construction costs.
6. **Preliminary Design Submittal.** Consultant shall develop preliminary 90% plan design for review by Town staff. After review of the 90% plan design by Town staff, Consultant shall make any required revisions and changes and resubmit for review and approval by Town Staff. After review and approval of the plans are complete by the Town, Consultant shall submit 100% complete design drawings on mylar for Town approval.
7. **Final Plans, Specifications & Estimates:** Consultant shall develop 100% plans, specifications and estimates for final approval by the Town Engineer and Town staff.

## **Deliverables**

The Consultant will deliver the following, at a minimum, to the Town upon completion of the work:

1. Reproducible mylars of all final approved project plans, signed and sealed. These same documents shall also be submitted in electronic format acceptable to the Town.
2. One unbound copy of the following portions of the Specifications and Contract Documents, as well as the electronic file(s) in Microsoft Word format:

Special Provisions  
Technical Provisions

3. Four (4) blueline copies of all project plans.
4. One (1) copy of the preliminary Estimate of Probable Costs.
5. One (1) copy of the final Estimate of Probable Costs.
6. One (1) electronic copy of all final project plans on disk in AutoCAD 2009 and Pdf format.
7. Two color copies of the Conceptual Site Plan.

The Town of Yucca Valley will provide the following:

1. Copy of standard drawings and specifications.
2. Project bidding services and construction management.
3. Payment of application, permit or any other fees required by any regulatory agency.
4. Town Standard Special and Technical Provisions in Word format.

## **SCHEDULE OF WORK**

Consultant shall supply one copy of a preliminary schedule for the design effort with the Proposal. The schedule shall reflect 170 calendar days for completion from the date of the Notice to Proceed.

## PROPOSAL FORMAT

Seven (7) copies of the proposal shall be submitted to the Office of the Town Clerk and contain the following information:

1. Cover Letter - The letter shall identify that the Consultant has a clear understanding of the project scope, timing, deliverables, and a list of names of primary contacts, as well as a list of all sub-consultants.
2. Qualifications - A list of similar projects performed by the Consultant within the last three years.
3. Schedule - A preliminary schedule reflecting project completion within 120 calendar days from receipt of the Notice to Proceed.
4. Work Plan / Design Approach - Consultant shall specify what is to be covered in the contract and should discuss their approach to the design, including design philosophy. Any major issues relative to the project and site should be presented.
5. Staffing Plan: List the Project Manager and Design Engineer who will be assigned to the project and provide an organizational chart. Resumes of the Project Manager and Design Engineer shall be included in the proposal.
6. Certificate of Insurance - Insurance coverage with a minimum aggregate coverage of \$1,000,000 for Professional Errors and Omissions and General Liability will be required. A statement certifying the required insurance coverage shall be provided.

## PRE-PROPOSAL CONFERENCE

A pre-proposal conference and site visit will be held at 10:00 a.m., November 3, 2011 at the Town of Yucca Valley, Community Center, 57090 Twentynine Palms Highway, Yucca Valley, CA 92284. Those interested in submitting a Proposal are encouraged to attend. Items to be reviewed at the pre-proposal conference may include:

1. Project Deliverables.
2. Project Limits - The specific limits of the project will be reviewed in the field.
3. Structure and Format of the Proposal.
4. Project Budget:

**The project is funded with Community Development Block Grant funds. The total project budget is \$297,064. The funding breakdown includes \$45,000 for design, \$80,000 for the purchase of equipment, and \$142,064 for construction. This will be an appropriate time to discuss the adequacy of the project budget.**

5. Question and Answer - An opportunity for Consultants to ask questions about the project will be provided.

EVALUATION OF THE PROPOSAL

Response to RRQ/RFP will be evaluated on the basis of qualifications only. The Town may elect to invite one or more of the respondents for an interview. The Town reserves the right to open the separate sealed fee proposal of any firm selected for an interview. Upon approval by the Town Council, the Town will negotiate a contract with the selected Consultant.

The proposal will be evaluated based on qualifications; however, a Lump Sum – Not to Exceed Fee Proposal must be submitted with the proposal (in a separate sealed envelope) in an effort to expedite the project. The stated fee shall include all reimbursable expenses in a separate, not to exceed amount. Fees shall be broken down by task with a lump sum – not to exceed total fee.

The proposals will be rated according to the following criteria:

1. Demonstrated understanding of the scope of work (25 points max.)
2. Qualifications and experience of the Consultant’s staff including the Project Manager assigned to this project (25 points max.)
3. Recent experience on projects of like nature (20 points max.)
4. Thoroughness, responsiveness, and completeness of the proposal (20 points max.)
5. Experience working with the public sector – ability to meet the schedule (10 points max.)

RFP PROCEDURES AND SCHEDULE

The Town of Yucca Valley reserves the right to accept, reject and evaluate any and all proposals, to change the scope of this RFQ/RFP, or to cancel in whole or in part this RFQ/RFP, if determined by the Town of Yucca Valley, in its sole discretion, to be in the best interest of the Town. Any proposal that is submitted becomes the property of the Town. The Town will not be liable for nor pay any costs incurred by the Contractor in preparation of a response to this RFQ/RFP or any costs involved including travel.

Tentative Schedule:

- |   |                                    |
|---|------------------------------------|
| 1. Voluntary pre-proposal conference/site visit | 10:00 am, Thursday November 3 2011 |
| 2. RFQ/RFP submittal deadline                   | 3:00 pm, Tuesday November 15, 2011 |
| 3. Consultant interview (if required)           | If Any, To Be Determined           |

It is the policy of the Town of Yucca Valley not to engage in any unlawful discrimination based upon race, creed, color, national origin, sex, age disability or marital status.

**PLACE OF PROPOSAL RECEIPT:**

**Office of the Town Clerk  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284**

**DEADLINE FOR RECEIPT  
OF PROPOSAL**

**3:00 pm, Tuesday, November 15, 2011**

Consultant shall submit:

- Seven (7) copies of the Proposal, and
- One (1) Fee Proposal in a separate sealed envelope marked, **FEE PROPOSAL – DO NOT OPEN**. The Fee Proposal shall indicate a total lump sum, not to exceed, fee for bid ready documents with a breakdown of the fee by task.

Questions concerning this proposal may be directed to:

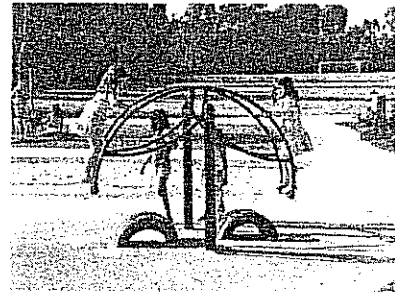
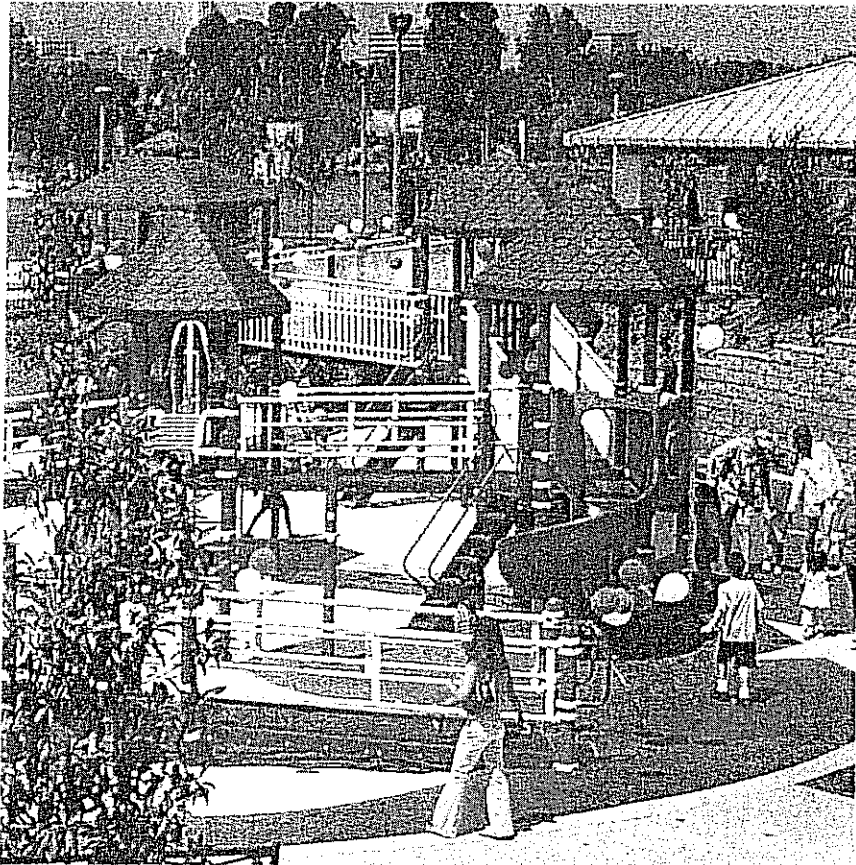
Shane R. Stueckle  
Deputy Town Manager  
760-369-1265 ext. 305

[sstueckle@yucca-valley.org](mailto:ssmueckle@yucca-valley.org)

Noel Owsley  
Town Engineer  
760-369-6575 ext. 310  
Or 760-346-3250  
[NoelO@aol.com](mailto:NoelO@aol.com)

\* \* \* \* END OF RFQ/RFP \* \* \* \*





## Town of Yucca Valley

Response to Request for Qualifications/  
Request for Proposal

Professional Architectural Design and  
Supporting Engineering Services -

Community Center Playground Improvements  
and Splash Park



31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
www.RJMdesigngroup.com  
(949) 493-2690  
(949) 493-2600

Community Inspired Spaces



November 15, 2011

Janet M. Anderson  
Office of Town Clerk  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284

**Re: Town Project No. 8961: Community Center Playground Improvements and Splash Park**

Dear Ms. Anderson:

On behalf of RJM Design Group, Inc. we are pleased to submit our qualifications and proposal to the Town of Yucca Valley. We are very eager to assist you with the Yucca Valley Community Center Playground Area Improvements.

We are proposing a very effective Scope of Services that is both expeditious and economical. These services are tailored for this project and include an appropriate level of research and evaluation based upon our extensive experience. Based upon your input and preferences, we shall prepare an imaginative play area conceptual plan that will be unique to your community. Upon approval of the conceptual plan, we shall prepare the subsequent design development plans, construction drawings, and playground renovation cost estimate for the park improvements. It is our understanding that the proposed improvements shall include two playground areas and a zero-depth splash pad.

Our team has the experienced personnel available immediately to begin the work upon authorization and complete it within a projected schedule of 120 days. I will serve as the Principal-In-Charge on the project; as a founding principal of RJM Design Group, Inc., my twenty-eight years of experience with neighborhood parks encompasses all phases of site development, including concept formulation, agency processing, design development, and construction implementation. Eric Chastain will serve as the Project Manager on the project; Eric has over 25 years of landscape architecture experience working on park projects in all phases of the design process from program development and site analysis, to conceptual design, construction documentation and construction observation.

RJM Design Group is the ideal candidate to work on this project:

- We have over 20 years of experience working with municipalities in providing renovation and upgrade services to existing park facilities.
- We are very experienced in working on existing projects that require an analysis of existing infrastructure and facilitating on-going operations during the construction of the proposed improvements.
- Our team of personable and professional staff has a reputation for service best measured by our long-standing client relationships.

31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
www.RJMdesigngroup.com  
[949] 493-2690  
[949] 493-2600



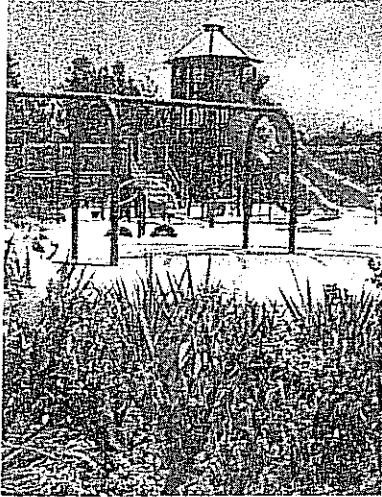
It is with this understanding that we submit the following Proposal. Thank you for the opportunity, and we look forward to presenting our team to you in person in the near future.

Sincerely,  
RJM Design Group, Inc.



Larry P. Ryan, L.A., ASLA  
Principal

# Contents



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# Qualifications - Related Projects

## Team Expertise & Experience

RJM Design Group, Inc., provides a highly personalized service tailored to meet the specific requirements of our clients, with "hands-on" principal involvement on each and every project, providing direct responsibility and communication to the client.

Our key team's expertise encompasses park planning and design with an emphasis on:

- Recreation facility design
- Physical infrastructure
- Circulation and safety
- Operation and maintenance
- ADA Accessibility
- Universal Accessibility

## Related Experience - Last Three Years

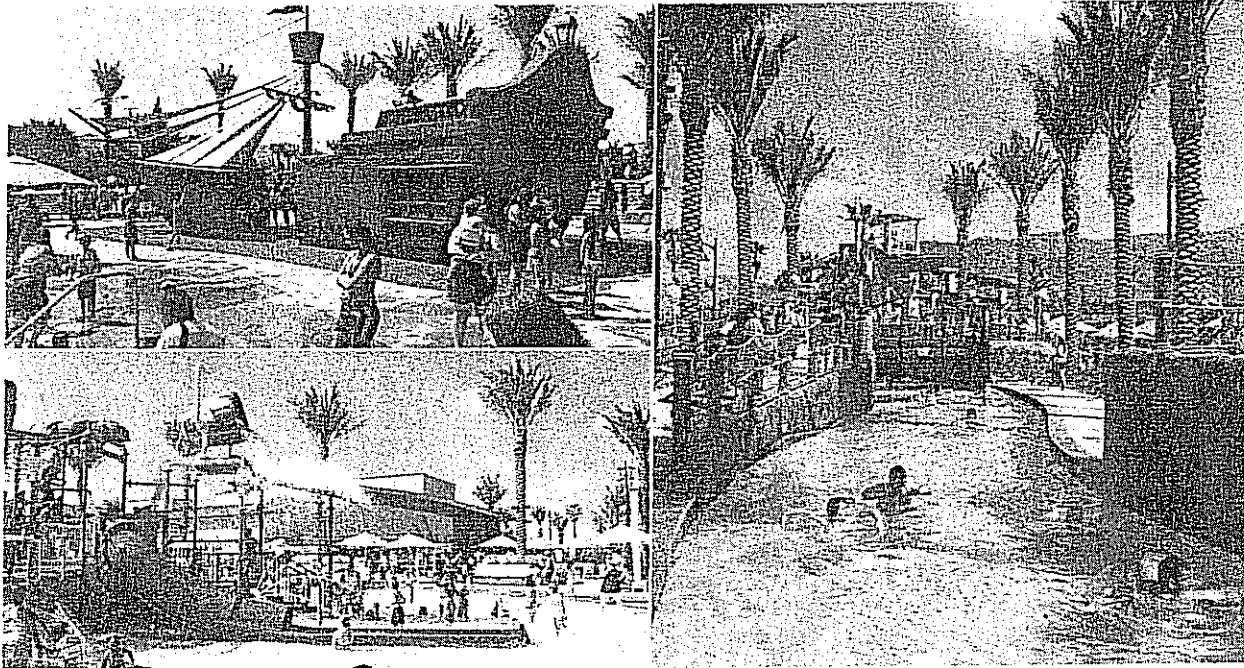
- Citrus Ranch Park, Tustin, CA
- Jurupa Valley Aquatic Center - "The Cove", Redevelopment Agency for the County of Riverside, CA
- Lynwood Meadows Park, Lynwood, CA
- Oso Viejo Park and Norman P. Murray Community Center, Mission Viejo, CA
- Neil Schmidt Aquatics & Tennis Facility, Fillmore, CA
- Pacific Park Pool, Glendale, CA
- Sea Terrace Park, Dana Point, CA
- Tracy Aquatics Center, Tracy, CA

## Other Related Experience

- Colonel Bill Barber Marine Corps Memorial Park, Irvine, CA
- Florence Joyner Olympiad Park, Mission Viejo, CA
- Foxfield Park, Westlake Village, CA
- Gora Aquatic Center, Galt, CA
- Melinda Park, Mission Viejo, CA
- Norwalk Aquatic Pavilion, Norwalk, CA
- Santa Clarita Aquatic Center, Santa Clarita, CA



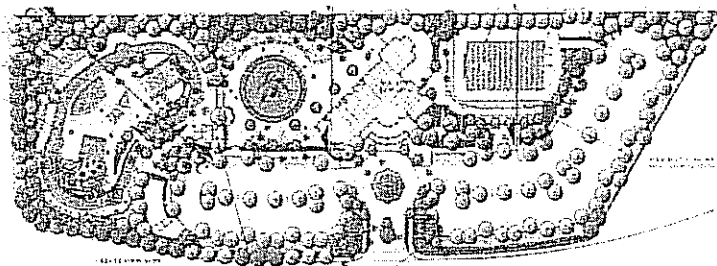
# Qualifications - Related Projects



## Jurupa Valley Aquatic Center - "The Cove"

Redevelopment Agency for the County of Riverside

<b>Year Delivered</b>
2011
<b>Project Size</b>
9 acres
<b>Budget</b>
\$17.4 Million
<b>Project Manager</b>
Larry Ryan
<b>Client Reference</b>
Mr. Scott Bangle General Manager County of Riverside Regional Park and Open Space District (951) 955-4398

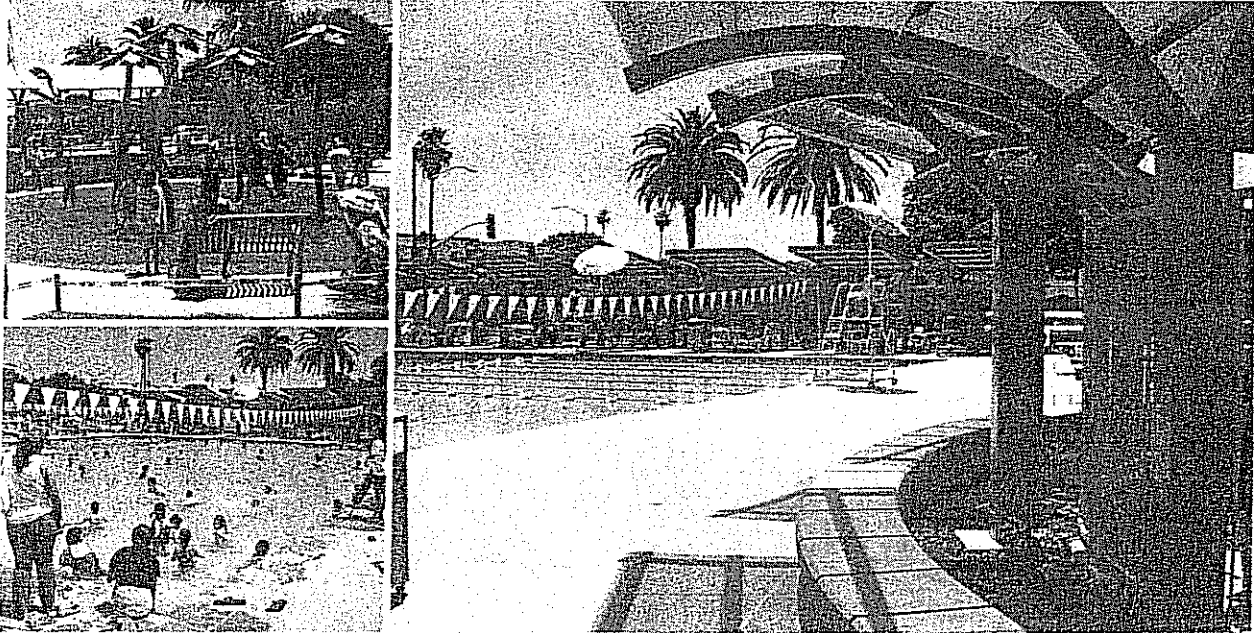


### Project Summary

This project is intended to serve as a much needed community recreation aquatic facility and also provide a competitive pool for the adjacent high school, Patriot High School.

The pool components have been positioned to allow for concurrent usage while providing clear separation for diverse user groups. The competitive pool area consists of a 25-yard by 35-meter pool, which will provide for all high school swimming and diving competitions as well as floating goal water polo. The recreational pool area has been designed to maximize potential for revenue. The various pool components include a flow rider, lazy river, spray splash area and three (3) water slides with receiving pools. In addition, group picnic structures, terraced and sloped lawn seating/lounging areas have also been provided to enhance the overall water park experience.

# Qualifications - Related Projects



## Pacific Park Pool

Glendale, CA

**Year Delivered**

2011

**Project Size**

.75 acres

**Budget**

\$3.47 Million

**Project Manager**

Eric Chastain

**Client Reference**

George Balleria

City of Glendale

(818) 548-2000

gballeria@ci.glendale.ca.us

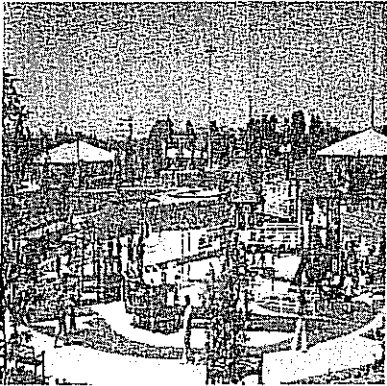
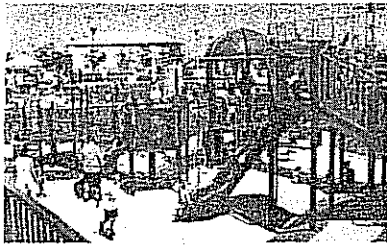
### Project Summary

Located in the downtown area of Glendale, this project was developed due to the demand for a public pool in the community. The lack of open space in this urban setting made the development challenging and necessitated the demolition of an existing underutilized urban plaza.

The Pacific Park Pool project includes a 4,900 SF 6-lane pool with separate instructional area, a new 3,100 SF pool house building including public restroom/showers, staff work area, pool equipment and storage, and a pool deck area with seat walls and shade structures. As a result of the City's mandate for a Green Building this project is slated to become a LEED Certified Building with a Platinum Rating.



## Qualifications - Related Projects



## Colonel Bill Barber Marine Corps Memorial Park

Irvine, CA

### Year Delivered

2005

### Project Size

52 acres

### Project Manager

Larry Ryan

### Client Contact

Mrs. Christina Templeton

(949) 724-7408

### Project Summary

The design for this 52 acre park included program development and design alternatives arrived at through input gathered from a comprehensive community workshop process. The park is composed of a mixture of active and passive park amenities.

Additional design challenges were poor soils, sports field light spillage, and creation of a strong tie to the adjacent Community Center Complex. The site was compartmentalized into specific areas with strong pedestrian linkages connecting each area. An elevated concourse connected all the sports field/concession/restroom uses. Each area flows smoothly into another through the use of meandering walks, accent planting, overhead arches, and water features.

The park combines championship softball stadium, tournament Little League softball fields, overlay soccer, tennis courts, an arboretum, concession/restroom structures, group and individual picnic and barbeque facilities, informal play/open space and an interactive universal access playground area.

Services Included: Preliminary Design, Public Workshops, Conceptual Plans, Design Development, Construction Documents and Construction Administration





# Qualifications - Related Projects

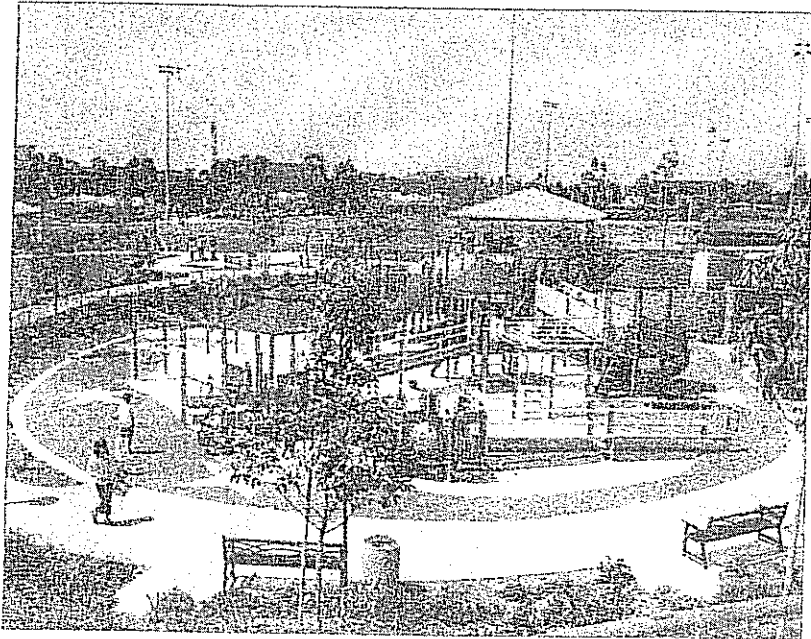


Article Below is from the Orange County Register's "The Best of Orange County" 17th Annual People's Choice Issue published September 24, 2010

BEST OF ORANGE COUNTY

24

## Best Playground



The playground at Colonel Bill Barber Marine Corps Memorial Park in Irvine is a popular hangout for children and adults alike.

### 2. (TIE) COLONEL BILL BARBER MARINE CORPS MEMORIAL PARK

4 Cit. Center Plaza, Irvine, 949-724-6714  
[www.cityofirvine.org/olympicathletes/communitiesandparks/csb-net.asp](http://www.cityofirvine.org/olympicathletes/communitiesandparks/csb-net.asp)

- Six picnic shelters, four of which can be reserved, surround the playground.
- Park staff members check the playground daily. They even slide down the slides.

**Claim to fame:** Although part of the 42-acre Colonel Bill Barber Marine Corps Memorial Park, the playground within the park stands out on its own. Passages connect the various areas and provide easy visibility for parents. The playground is also fully accessible, offering ramps instead of steps on all the play structures. Designed around what parents said they wanted in a playground and situated near a variety of sports fields for older children, the playground within the Memorial Park offers a place for everyone to enjoy.

**Fun favorite:** "I love this park with lots of playgrounds and lots of stuff to do for the kids. The staff are very helpful when you have birthday parties at all the pavilions you have there. They're just well-organized there. We're very happy with the park, we've had parties there for many years." - Noriko Sasaki, Irvine

**Fun fact:** The gardens surrounding the playground hosts the Memorial and Veterans' day events for the city.

- *Crystal Castagna*

## Qualifications - Related Projects



### Neil Schmidt Aquatics & Tennis Facility

Fillmore, CA

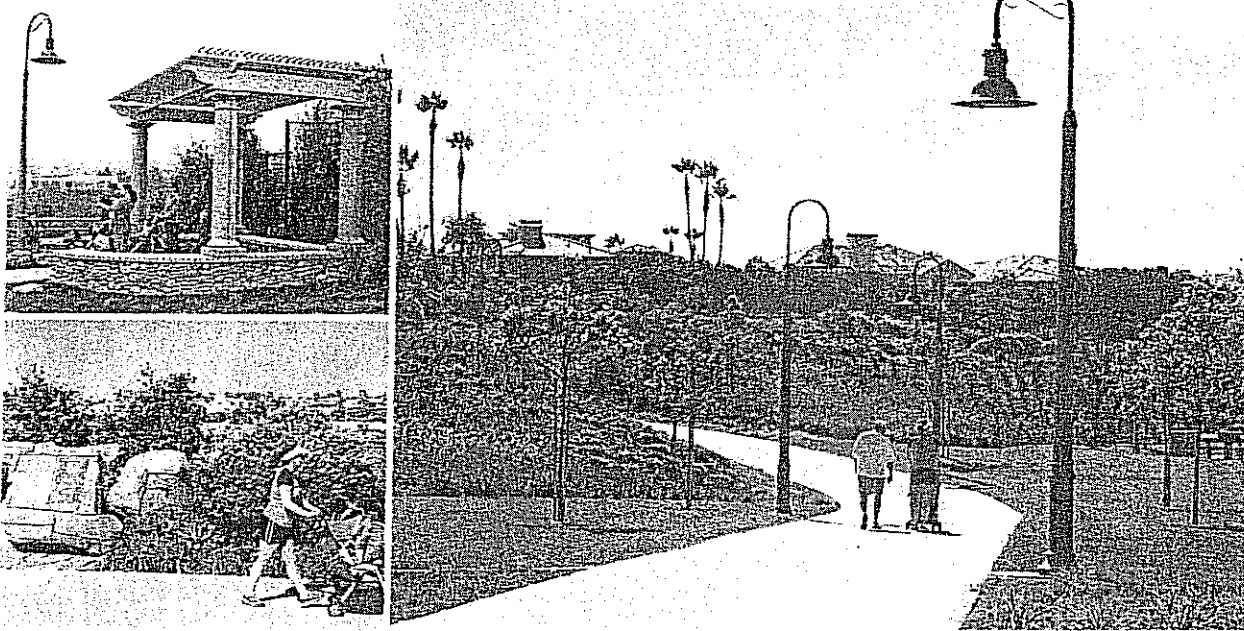
<b>Year Delivered</b>
2009
<b>Project Size</b>
1.8 acres
<b>Project Manager</b>
Larry Ryan
<b>Reference</b>
Mr. Manuel Minjares City of Fillmore (805) 524-3701

#### Project Summary

The Neil Schmidt Aquatics and Tennis Facility is a unique venture between the City of Fillmore and Fillmore Unified School District, made possible when the City purchased property from the school district to develop and operate an aquatic facility. The existing school pool/building was demolished in order to facilitate the new aquatic facility.

Improvements consist of a new 25yd x 25m instructional/competition pool, spray/splash recreation play area, and a 3,500 square foot aquatic building with office space, restrooms, lockers, pool equipment, and storage. Facility amenities also include shade-covered bleachers, group picnic areas, two tennis courts and off-street parking.

# Qualifications - Related Projects



## Sea Terrace Park

Dana Point, CA

**Year Delivered**

2008

**Project Size**

6 acres

**Project Manager**

Robert Muefing

**Client Reference**

Mr. Kevin Evans  
 (949) 248-3532

2009 APWA B.E.S.T. Awards  
 (Building Excellence  
 Shaping Tomorrow)  
 Project of the Year Award

### Project Summary

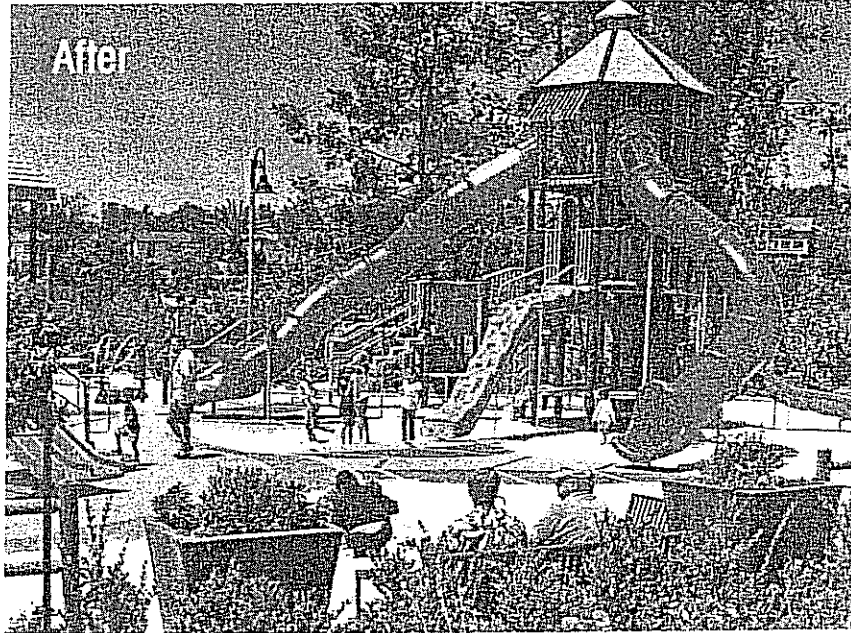
*Challenge:* Design a passive park with graded landforms, ADA accessible walks and drought tolerant landscaping that would blend into the adjacent development and allow for the seamless interface of future phases.

*Solution:* Contour grade site to emulate the natural, rolling landforms of the adjacent golf course. Design meandering pedestrian trail system for ADA accessibility. Orient overlook seating areas to maximize views to the ocean and provide landscape buffering from golf course activities. Develop a native/drought tolerant plant palette that represents the natural landscape character of the Southern California Coast.

*Results:* Visitors to the park will enjoy peaceful and picturesque walks bordered by large expanses of coastal grasses and native landscaping. A boulder/river rock streambed curves through the planting areas collecting nuisance water while the grassy meadows are graded to act as vegetated swales. The park has pedestrian lighting, picnicking, and bench seating areas. Overlook areas are oriented for view corridors to the Pacific Ocean. Phase II will include parking, basketball, volleyball, tot lot and restroom facilities.

Services Included: Preliminary Design, Public Workshops, Conceptual Plans, Design Development, Construction Documents and Construction Administration

# Qualifications - Related Projects



## Oso Viejo Park and Norman P. Murray Community Center

Mission Viejo, CA

**Year Delivered**  
2008

**Project Size**  
20 acres

**Project Manager**  
Larry Mour

**Client Reference**  
Mr. Keith Raffay  
(949) 470-3095

2009 International Making  
Cities Liveable Award

2008 CPRS Award

2008 APWA Award

### Project Summary

The Norman P. Murray Community and Senior Center enjoys a reputation as an active intergenerational center. With its new 13,500 square foot addition, including a cultural and performing arts building, the center is buzzing with activities for all.

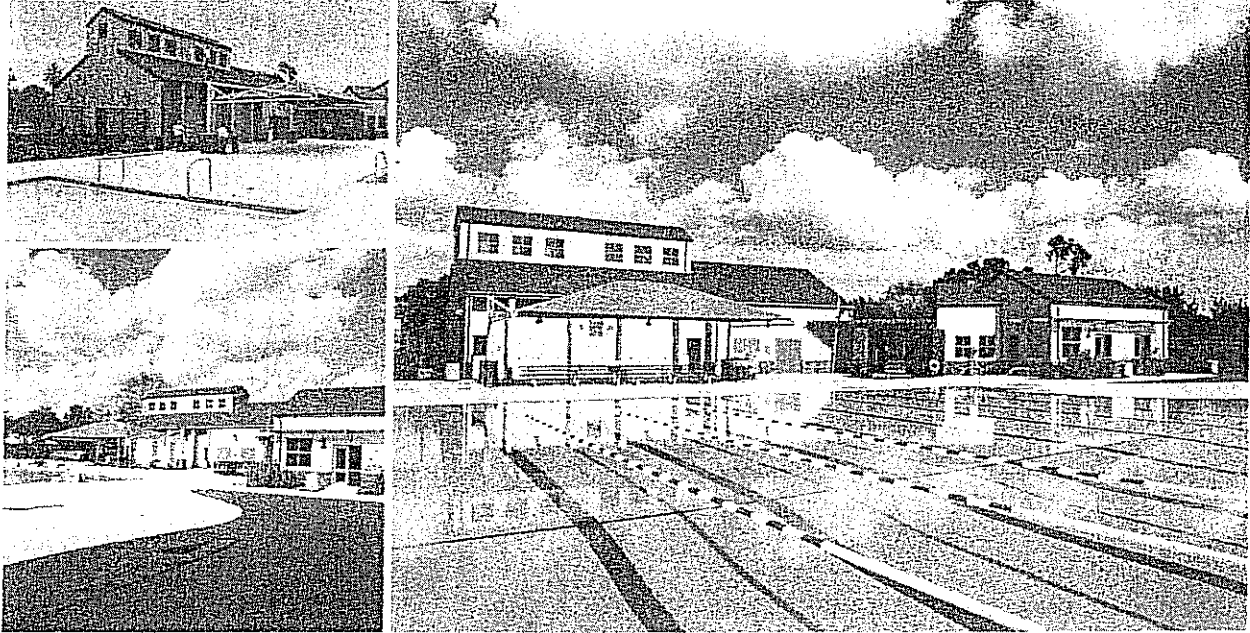
Surrounded by beautiful Oso Viejo Park, the facility offers grand terraces, pedestrian bridges and walkways, shade structures, creek overlooks, picnic areas, garden seating areas, tot lot area, Veterans Plaza, and pedestrian trail linkages to Oso Creek Trail.

The Village Green is a dual-purpose area with two soccer fields that can also be used as an area for large community events. A dry creek bed acts as a bioswale to cleanse run-off water from the parking lot and Village Green. Community-wide support has been developed and maintained through annual community events involving planting installations, and the development of "public art" projects including permanent mosaic installations located throughout the park and adjacent trail.

Services Included: Preliminary Design, Public Workshops, Conceptual Plans, Design Development, Construction Documents and Construction Administration



# Qualifications - Related Projects



## Norwalk Aquatic Pavilion

Norwalk, CA

Year Delivered

2006

Project Size

2.5 acres

Project Manager

Larry Ryan

Reference

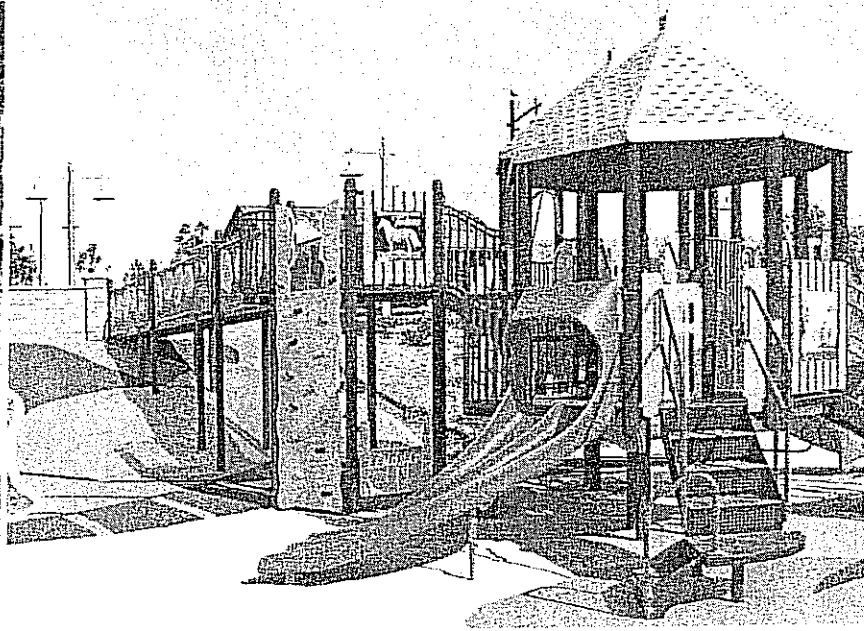
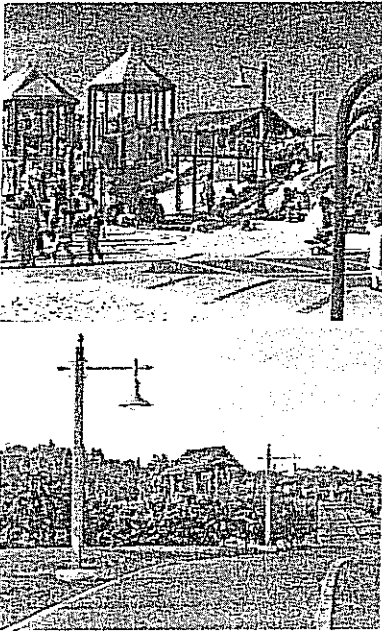
Mr. John Puncel  
City of Norwalk  
(562) 929-5709

### Project Summary

As a key component of the overall 15.5 acre Norwalk Park, the 2.5 acre Aquatic Pavilion is composed of a 4100 sf aquatics building reflecting an agricultural character, a 25 yd. 7 lane instruction pool, water slide, wading pool, expansive picnic areas, and a parking lot with drop off area.



# Qualifications - Related Projects



**Citrus Ranch Park**  
Tustin, CA

**Year Delivered**  
2010

**Project Size**  
17 acres

**Project Manager**  
Robert Mueting

**Client Reference**  
Mr. Dave Wilson  
(714) 573-3000

2010 CPRS Award

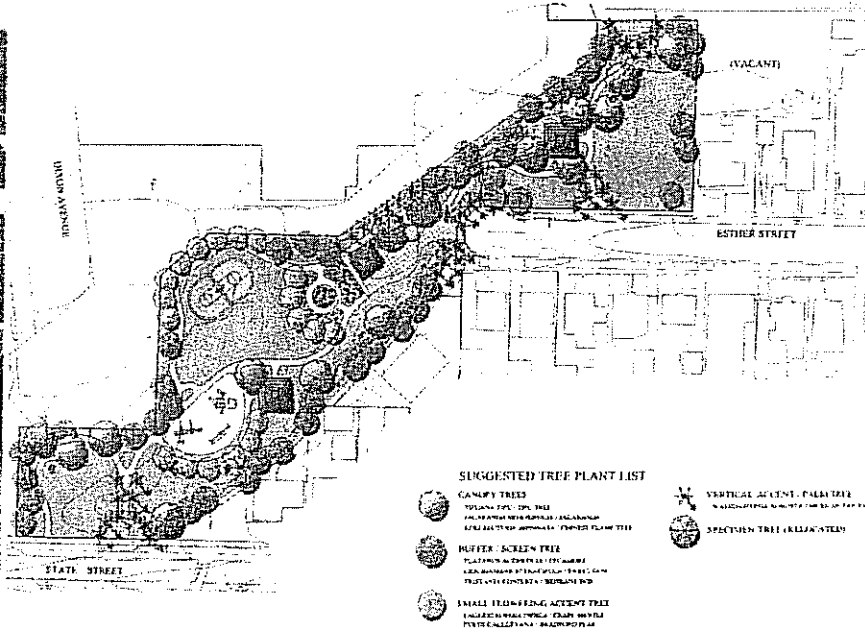
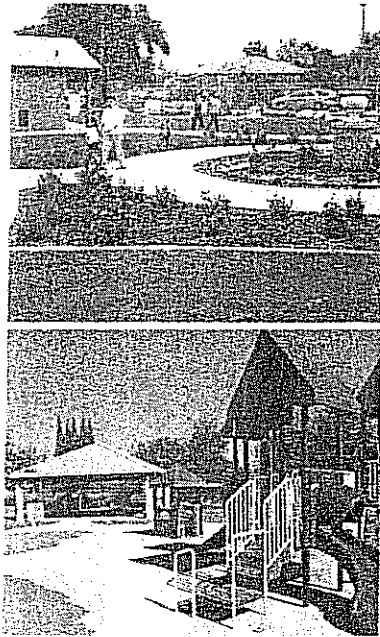
### Project Summary

Citrus Ranch Park is home to one of the last remaining citrus orchards in Orange County, and is being preserved by the City of Tustin for posterity. The nearly 1,000 lemon trees were a viable lemon-producing venture when citrus growing was the county's major commerce. The grove is situated on a knoll that rises 40 feet above the surrounding park area. A trail leads to the top of Vista View Point offering a 360 degree view of Orange County, the San Gabriel Mountains, and Catalina Island in the Pacific Ocean.

The park includes citrus and agricultural themed elements found in the playground and amenities within the park. Citrus Ranch Park incorporates sustainable design practices that include selective use of California native plant materials, decomposed granite trails, vegetated swales to collect diverted parking lot runoff, and a weather station to efficiently monitor the irrigation system's use of recycled water. The passive park also includes restrooms, picnic shelters, overlook pavilion, picnicking, open play, and seating areas.

Services Included: Preliminary Design, Public Workshops, Conceptual Plans, Design Development, Construction Documents and Construction Administration

# Qualifications - Related Projects



## Lynwood Meadows Park Lynwood, CA

**Year Delivered**  
 2008

**Project Size**  
 2.5 acres

**Project Manager**  
 Larry Ryan

**Client Reference**  
 Arsenio Frontelo  
 Public Works Dept.  
 City of Lynwood  
 11330 Bullis Road  
 Lynwood, CA 90262  
 (310) 603-0220

### Project Summary

Lynwood Meadows Park is a popular neighborhood park situated between an established residential community and an industrial use property. Through a community participation design workshop process, this once vacant parcel of land was transformed into a vibrant, environmentally conscious park with flowering expanses of drought tolerant plants, picturesque walkways bordered by ornamental roses, and a meandering boulder/river rock streambed. Park amenities consist of tile-roofed group picnic structures, tot lot, double half-court basketball, restroom, dry streambed, rose garden, pedestrian walkways, picnic nodes, pedestrian bridge, and grassy, open play areas.

Partially funded by a grant from the Rivers Mountains Conservancy, Lynwood Meadows Park is designed with emphasis on drought tolerant and native plant materials, mitigation of nuisance water runoff, and water conservation.

## Qualifications - Related Projects



### Santa Clarita Aquatic Center

Santa Clarita, CA

<b>Year Delivered</b>
2003
<b>Project Size</b>
7 acres
<b>Project Manager</b>
Robert Muefing
<b>Reference</b>
Mr. Rick Gould City of Santa Clarita (661) 255-4978

#### Project Summary

The Santa Clarita Aquatic Center opened in October 2003, quickly becoming a popular source of aquatic recreation for both organized aquatic events and fun water play for community participants of all ages. The City of Santa Clarita and RJM Design Group gathered public input on the amenities to be included in the facility by conducting several community participation workshops.

The aquatic center provides a diverse pool program by defining and separating different use areas with topography and landscaping. The Aquatic Center offers three pools, consisting of a 50 meter competition pool with a competition timing system, a 25 meter dive pool, and a recreational/activity pool, complete with water play equipment, a 160 foot water slide, concession building, locker/changing rooms, and lighted, landscaped grounds.





# Qualifications - Related Projects



## Melinda Park

Mission Viejo, CA

**Year Delivered**

1999

**Project Size**

8.5 acres

**Design Fees**

\$35,900

**Project Manager**

Larry Ryan

**Client Reference**

Mr. Keith Rattay  
(949) 470-3095

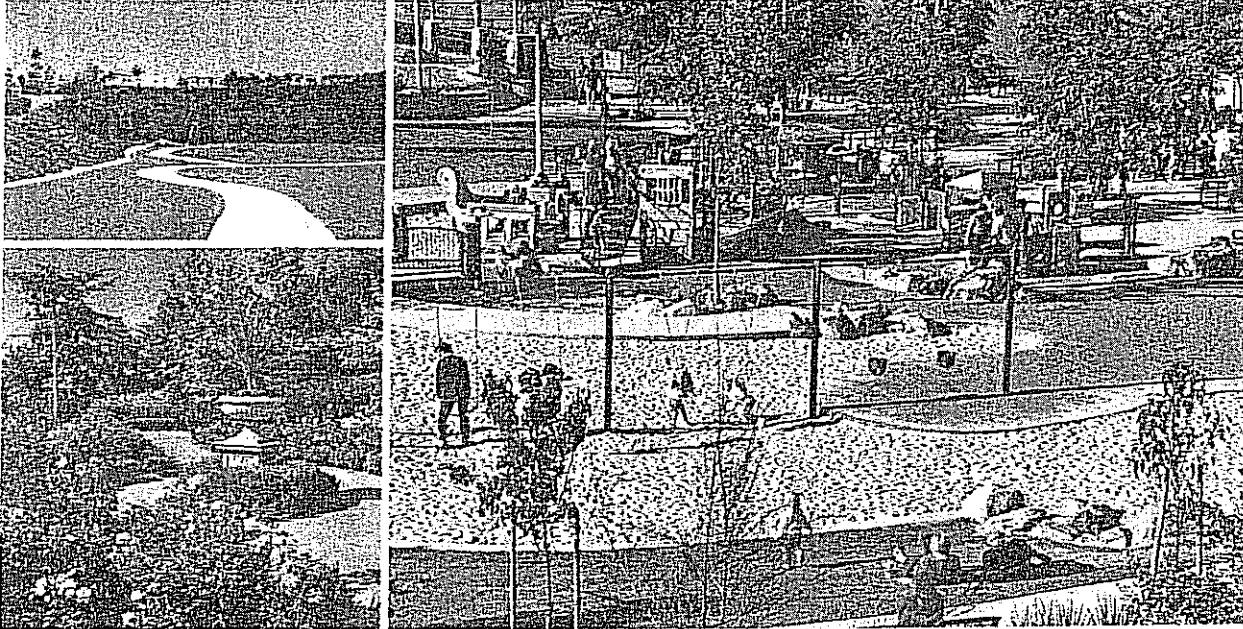
### Project Summary

Melinda Park is an 8.5-acre park facility that has been renovated to create more a functional environment that encourages social interaction, promotes safety, and is aesthetically pleasing for the community. The entry into the park from the existing parking lot takes you through a steel arch portal directly into the focal point of the park—a large plaza with a picnic/shade structure. The tiered structure has a concrete tile roof with a cupola. The structure’s stone veneered columns are a City of Mission Viejo public facility trademark. The plaza is accented with multiple conservation seating areas set amid tree wells of flowering trees and shrubs.

A walkway around the perimeter of the plaza has seating areas, oriented such that park users can enjoy a view to soccer field events. Pedestrian light fixtures have been added along the walkways for added visibility and safety. The park play area has been enlarged, upgraded and modernized to make it more functional and diverse, incorporating different types of play structures and equipment for use by children from toddler to age twelve. The newly designed meandering play area edge is mirrored by a walkway with relaxing, conversation-friendly seating areas and picnic tables. The entire play area is surrounded by an informal grove of established sycamore and albizia trees.

The selection of landscape plant materials produces an abundance of color and has low watering and maintenance requirements. Plants were selected that would thrive within the existing grove of trees. The landscape is exclusively irrigated with recycled water. A two-rail lodge pole fence meanders throughout the park, planted with upright roses giving the overall landscape a garden effect.

## Qualifications - Related Projects



### Florence Joyner Olympiad Park

Mission Viejo, CA

**Year Delivered**

1999

**Project Size**

22 acres

**Project Manager**

Larry Ryan

**Reference**

Mr. Keith Raffay  
(949) 470-3095

2000 CPRS Award

#### Project Summary

Florence Joyner Olympiad Park is a 22-acre park dedicated to Florence Griffith Joyner, the Olympic Gold Medalist who made her home in Mission Viejo, California. The park features a bronze statue of "Flo-jo" winning the 100-meter race at the 1988 Seoul Olympics.

Especially pleasant are the Olympic Gardens - a place to relax, unwind, and walk among the gardens that have been designed with an International flair. The first garden has a large wood shelter and a playful tulip fence incorporating the Olympic Rings. After crossing over a wooden bridge, a side path leads to a second garden with a brass and bronze sundial. The third area is a community rose garden complete with the perfect "Olympiad" red rose. The fourth setting is the aromatic herb garden with a Moorish stone urn, accompanied by traditional lemon and orange citrus trees. The final area is a walled, outdoor garden room which includes a stone water wall. In addition, there are benches, chairs and tables - ideal for close conversation, napping, or reading the paper.

Other amenities include a baseball field, two soccer/football fields, two playgrounds, a picnic structure, and barbecues.

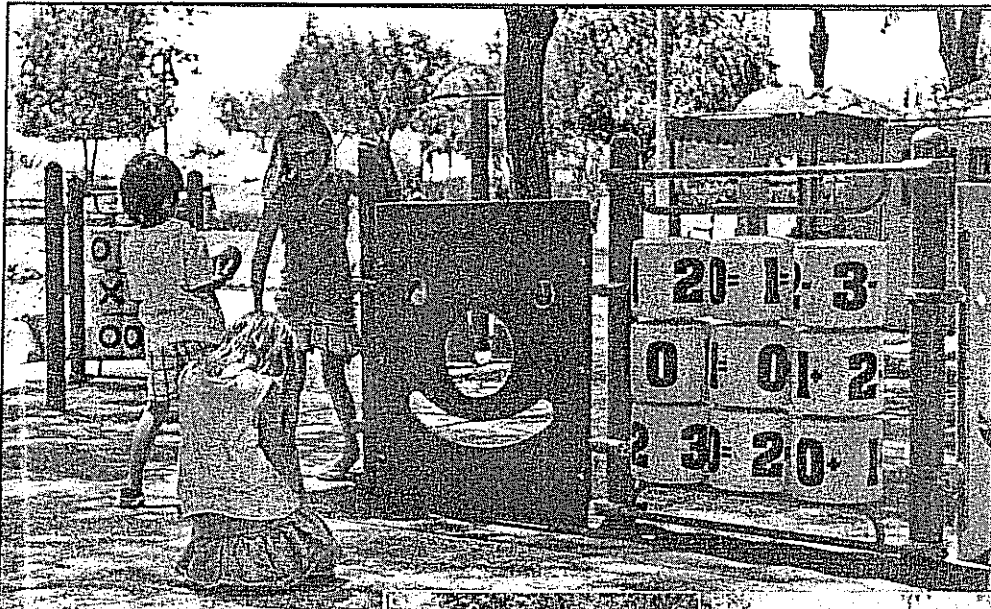
Services Included: Preliminary Design, Public Workshops, Conceptual Plans, Design Development, Construction Documents and Construction Administration



# Qualifications - Related Projects



Olympiad Park Article Below is from *Landscape Architect and Specifier News*, 2010 October Issue (note: images are of the Universally Accessible Playground area)

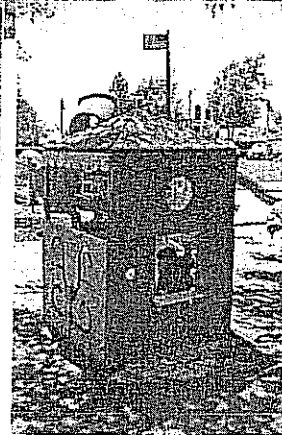
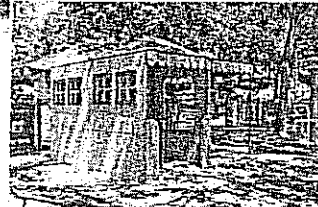


A miniature Olympic Village at the bottom of the playground comprises a series of playhouses and village establishments: a diner, an ice cream parlor, a bank, a barber shop, phone booth, a docked ship, a lookout tree house over the village and a "rock" climbing structure. A "river" of colorful rubberized surfacing surrounds these elements.

the design and development of Olympiad Park, one of the highlights along this walk.

#### Framing

The park planning of course involved community meetings, plus an intensive design charrette to determine the specific program for the park. The Mission Viejo city staff, headed by Keith Rattay and Larry Ryan of RJM Design Group, Inc., a local landscape architecture firm, began developing many of the concepts and details for the park.



#### Topography

The topography of the park site was a challenge. It was similar to much of Mission Viejo and required significant grading to develop spaces large enough for sports fields, parking lots and other active recreational uses. The adjacent hillside, a Southern California Edison easement, was carefully evaluated for grading, service access and landscape limitations. The hillside generates substantial runoff during rainstorms, which created the need for careful evaluation of site drainage. Dry streambeds were installed at the base of the slopes to collect water from rainfall and irrigation runoff while adding an attractive and unifying design element throughout the park.

#### The Park Gets Its Name

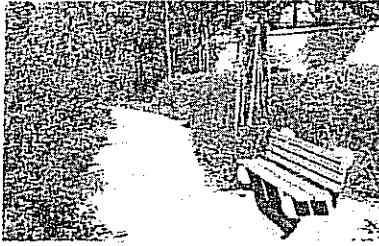
Florence Joyner passed away while the park planning was underway. With her death, the community's already intense support for the park and local athletes took a solemn shift toward honoring this great Mission Viejo Olympic figure. When residents lobbied the city council, the park's name officially became Florence Joyner Olympiad Park.

#### Family Activities and Inspiration

The park was planned to promote family activities. It was to be an inspiration to all and show that hard work and perseverance can and does pay off. There is a great need in the community for green

October 2010 53

## Qualifications - Related Projects



### Foxfield Park

Westlake Village, CA

**Year Delivered**

2003

**Project Size**

5 acres

**Design Fees**

\$61,068

**Project Manager**

Larry Ryan

**Client Reference**

Mrs. Audrey Schmitz  
(818) 706-1613

#### Project Summary

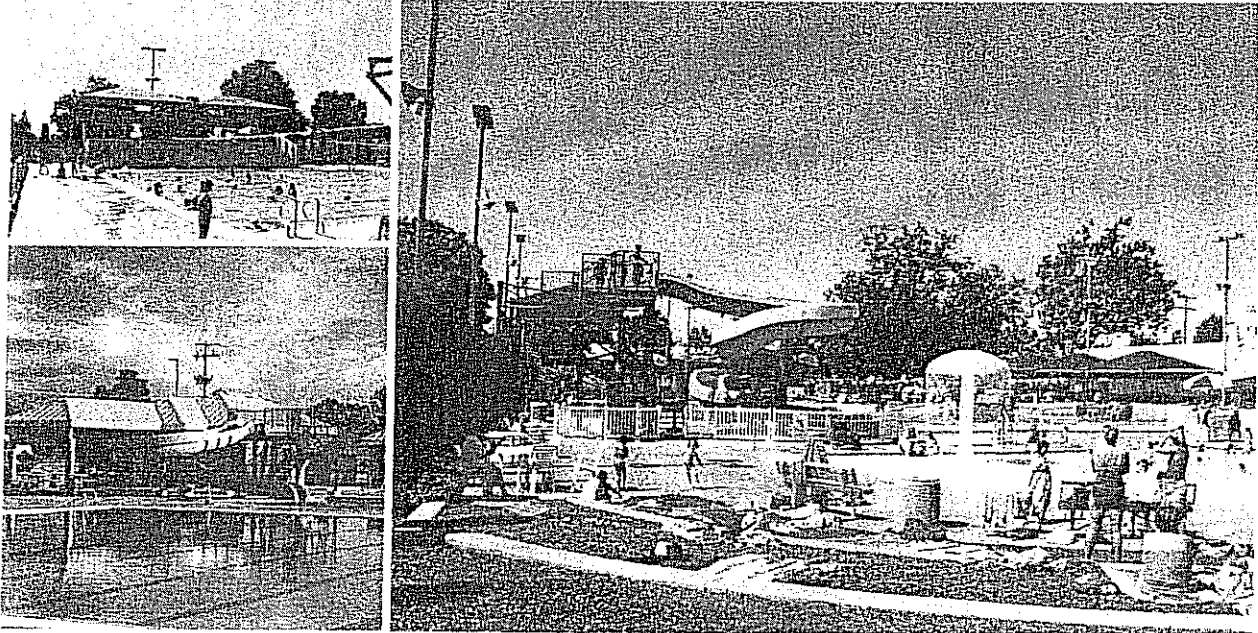
The main park entry is located in the middle of the site incorporating a "Craftsman" style overhead entry with the park sign. There are also two separate minor entry arbors that link the west end of the park to the east end.

This passive park has numerous amenities included in the site including three (3) separate picnic areas, with tables, for group activities or individual gatherings. Inside the park there is a large open play grass area that is flanked by a country style gazebo, a basketball half-court.

In addition, Foxfield Park has a walking garden with a European flair. This walking garden actually consist of several different gardens; a rose garden, a herb garden, a thyme garden complete with sundial, and a "Community Garden" which was turned over to the local residents. The garden's are linked together by a decomposed granite path meandering along a cobble streambed with several bridge crossings.



# Qualifications - Related Projects



## Gora Aquatic Center

Galt, CA

**Year Delivered**

1998

**Project Size**

1 acre

**Project Manager**

Robert Mueling

**Client Reference**

Mr. Boyce Jeffries

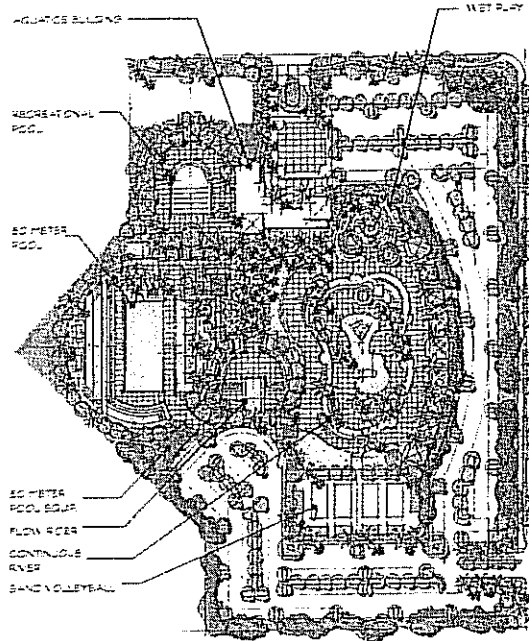
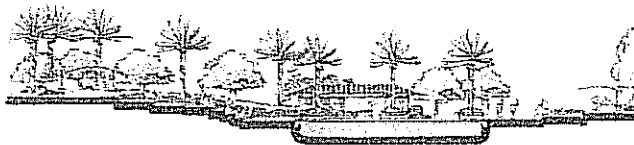
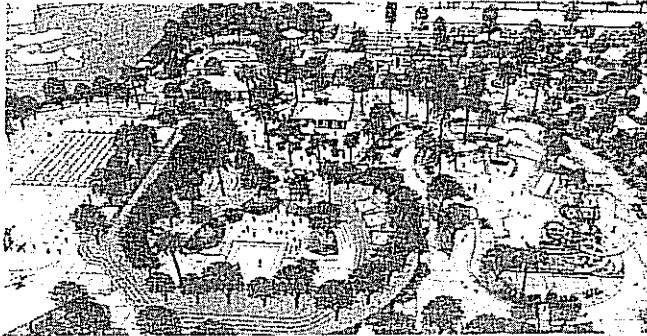
City of Galt

(209) 745-2156

### Project Summary

This one-acre aquatic center provides a dynamic water-oriented recreation facility for the 12,000+ population of the community of Galt. The facility includes a 25 yd x 8 lane competition pool, a 3,800 square foot beach-entry recreation pool, two waterslides, a water mushroom and buildings that provide locker rooms, offices, ticketing area, pool equipment and a concession area. Additional facilities include a terraced lawn seating area, picnic tables, bleachers covered with shade structures, pool decks and turf sunning/area.

# Qualifications - Related Projects



## Tracy Aquatics Center

Tracy, CA

<b>Year Delivered</b>
<b>2011</b>
<b>Project Size</b>
<b>16 Acres</b>
<b>Project Manager</b>
<b>John Courtney</b>
<b>Client Reference</b>
<b>Mr. Rod Buchanan</b> <b>City of Tracy</b> <b>209 831-6203</b>

### Project Summary

This project has been in the making for about 5 years, starting with design workshops in 2006 and culminating with the construction document production of phase one, due to be completed and ready to bid in July 2011. The project was recently approved by City Council where RJM utilized new video animation techniques to present the project designs.

The design character of the project is Coastal Victorian Resort, and is based upon the precept of delivering a project that feels like a resort swim center, not a typical municipal pool project. The site is designed to feel like a swim center within a park, and the amenities are all programmed to attract enough visitors to have the project come close to paying for its operational and maintenance costs year-to-year. Amenities include a Lazy River, Flow Rider, 52M Competition Pool, Recreation/Training Pool, Activity Pool with 4 Slides, Competition Sand Volleyball/Soccer Venue, a full Concession Stand/Outdoor Dining Plaza, and Multi-Purpose Rental Building.

RJM Design Group has been Prime Consultant with a large multi-disciplinary team of subconsultants to deliver a completely designed and engineered project for the 2013 swim season.

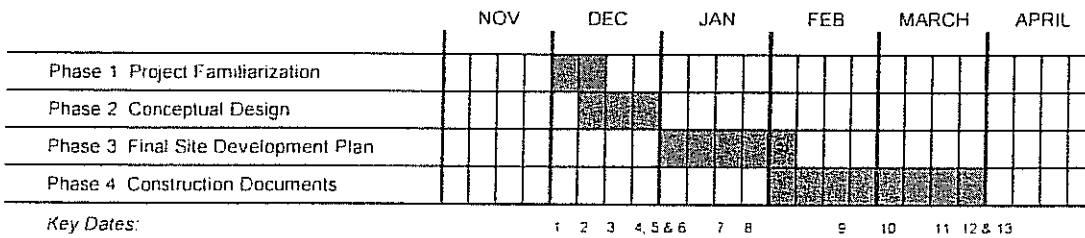
# Proposed Schedule

## Project Schedule Control

RJM's project management team provides the leadership and management required to lead a client's project from the initial planning phases through the development of the Final Conceptual Plan. We will provide continuous coordination, administration, and communication to all project team members, including the most important team member - The Town of Yucca Valley!

The preliminary project schedule listed above can be adjusted to best meet the needs of the Town of Yucca Valley.

Due to our sincere interest in this project, Design Team members will arrange their schedules to undertake this project in the most efficient and expeditious manner in conformance with the Town's schedule.



- 1 Kick-off Meeting with Town Staff - project start-up
- 2 Conduct Field Review
- 3 Meeting with staff to review Conceptual Design
- 4 Meeting with Parks, Recreation and Cultural Commission
- 5 Meeting with Town Council
- 6 Meeting with staff to review Conceptual Design feedback
- 7 Meeting with staff to review Design Development Site Plan
- 8 Meeting with Parks, Recreation and Cultural Commission
- 9 Submit Plans at 90% Complete
- 10 90% Plan Check Meeting with Town Staff
- 11 Submit Plans at 100% Complete
- 12 100% Plan Check Meeting with Town Staff
- 13 Final Submittal/Project Completion

# Design Approach

## Philosophy

Our mission is to assist communities in the planning and design of environments that enhance the quality of life for all. We believe quality design is the physical expression of fundamentally sound ideas, infused with imagination and Creativity.

The design of community facilities that fit within the environmental context of the site is a specialty of our team. Our designs evolve from a careful evaluation of existing site character, site accessibility, program needs, resource conservation, sustainability, budget, maintenance practices, and safety. Our goal is the development of community facilities that contribute to a cohesive sense of place and become a source of pride in the community.

## Collaboration

RJM Design Group is committed to the principle of "teamwork", with the ability to take a project from start to finish. From initial study to preliminary planning, from design development to construction documents, and through construction, the RJM team offers our clients the following:

- Broad and extensive project-specific experience in the planning and design of award-winning community projects

- Senior-level management

- State-of-the-art client communication through video conferencing

- Use of the latest technology in 3-D modeling/ video presentations

Our success can best be measured by our long-standing client relationships, our reputation for service, and our continued dedication to the transformation of community needs and vision into reality. The importance of this project demands an organizational framework that streamlines communication toward a shared goal. We would suggest a single representative from the Town of Yucca Valley to be designated as the Project Director. The Project Director shall form the conduit through which all information is exchanged. Our proposed Design Team Leader, Larry Ryan, will be the Project Director counterpart.

Our objective, in close coordination with Town Staff, is to gather all pertinent facts, analyze the information, define the challenge, develop the best alternatives, and select the most viable solutions for implementation. It is the responsibility of our Design Team Leader to ensure that the team is efficiently moving in the right direction in accordance with the project requirements and the desires of the Town of Yucca Valley.

## Sustainable Design

RJM Design Group has always been a proponent of the Green Design movement to improve public health and the environment through the creation of sustainable communities. Often Green Design is equated to complicated technology that is expensive to implement and more costly to maintain. RJM's Green Design approach employs a more natural bio-regional thought process.

RJM approaches all of our projects with attention to energy consumption and water efficiency, use of renewable resources, reduced operations and maintenance costs, and minimal impacts to the environment. Design techniques include storm water management by controlling run-off from parking lots and treating water in vegetative swales prior to discharge into storm drains. Strategic use of canopy trees in parking lots and hardscape areas to reduce heat island effect, and utilizing recycled water in all landscaping areas where available.



# Design Approach

## Park Renovation and Improvement

RJM Design Group, Inc. has extensive experience in transforming and updating, heavily used neighborhood park facilities into more functional environments that encourage social interaction, promote safety, and are aesthetically pleasing to the community.

Fundamental to our approach is a thorough understanding of each park site's existing conditions, character, and contribution to the surrounding neighborhood. We will emphasize design and detailing that will provide sustainable, long-term value to the Town of Yucca Valley.

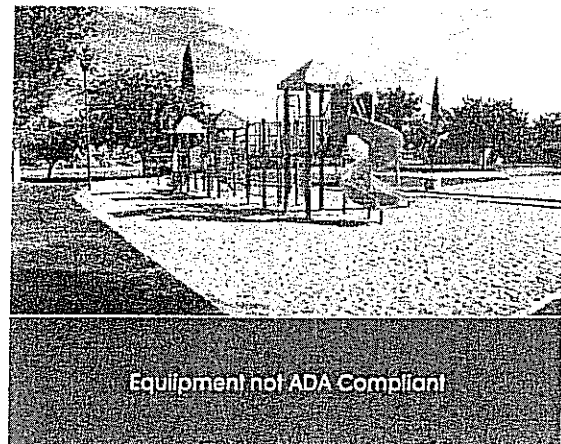
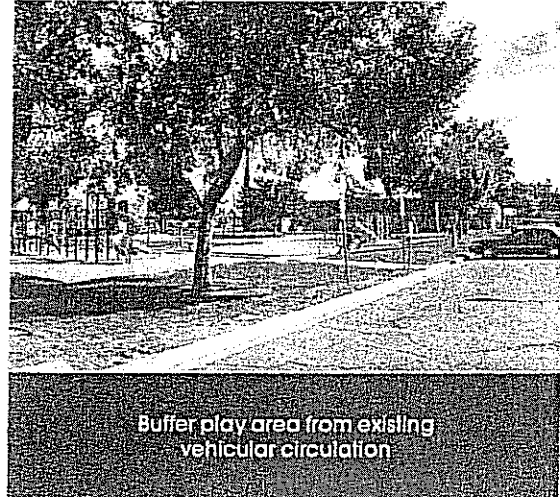
### Challenges:

The challenge is to take outdated, existing park equipment and integrate new amenities, utilizing some existing infrastructure and making smooth transitions between the old and new, while minimizing impact to existing park features.

- ADA Compliance
- Universal Access
- Topography
- Drainage
- Existing Vegetation
- Existing Site Elements (volleyball, shade structure, Community Center patio)
- Implementing Sustainable Practices
- Incorporating Splash play within existing park facilities

### Solutions:

- Conduct on-site visit to inventory and evaluate existing amenities
- Develop plans that address access, integrating new amenities into the existing park as seamlessly as possible
- Evaluate existing topography to incorporate proposed amenities and resolve issues of accessibility and drainage.
- Upgrade play equipment for use by children from toddler to age twelve
- Preserve existing mature trees and integrate into the design concept



# Work Plan - Scope of Services

## Scope of Services

Our scope of services outlines the various tasks associated with the Conceptual Design Development and Construction Documentation for the proposed playground improvements and splash park at the Yucca Valley Community Center. Tasks and methodology below are based upon discussion with Town personnel, review of the project RFQ/RFP and our extensive experience with similar projects.

Our proposed scope of work is intended to be flexible and can be refined to better meet the needs of the Town of Yucca Valley. At the project onset, RJM Design Group intends to work with the Town to review, elaborate upon, and clarify the overall objectives for the development of the project, confirming the expected goals and criteria to be met within each phase of the project. We will also define the appropriate procedures in order to promote efficient working relationships and communication between all project participants.

### PHASE 1 – PROJECT FAMILIARIZATION

Meet with Town Staff to review the project scope, schedule, and budget, while establishing preferred concept direction. Conduct visual analysis of existing site conditions including topography, drainage, physical limitations, utilities, vegetation, circulation, external influences, access, and adjacent property relationships.

Review all documentation from the Town pertaining to this project including soils investigations, title report, base map, existing water, electrical and irrigation systems plans and "as-built" plans for the site, adjacent buildings, and adjacent sites as available. We have assumed that the Town will provide a topographic survey of the site (in AutoCAD format) with 1' contour intervals noting all above ground improvements as well as the above mentioned documentation.

Review State, County, and Town Codes and Standards that may be applicable to the site development.

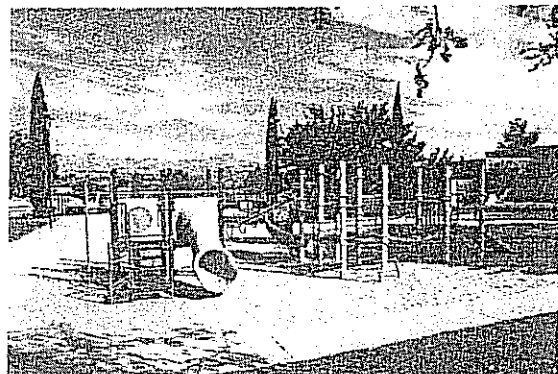
Format base maps for the site area utilizing topographic survey map.

#### ***MEETINGS:***

*(1) Kickoff meeting with Town Staff to receive all documentation available from the Town and refine project schedule.*



Create an imaginative, thematic open play space that will flow smoothly from activity to activity



Develop a fun interactive space that reflects the beauty of Yucca Valley and includes locally significant imagery

# Work Plan - Scope of Services

## PHASE 2 – CONCEPTUAL DESIGN

Commence preparation of scaled Preliminary Conceptual Design Plan, which will illustrate the layout and location of proposed site features. The Preliminary Conceptual Design will consider all existing site features such as: topography/drainage, trees/vegetation, sun exposure/shade, site programming, circulation, adjacent site uses, overall site and playground ADA compliance, potential for "universal accessible" playground elements, and budget.

Preliminary Conceptual Design Plan exhibit shall include:

- Limits of the site to be developed.
- Proposed Elements and Amenities
- Playground equipment (ages 2-5 years old)
- Playground equipment (ages 5-12 years old)
- Splash Pad
- Hardscape/Landscape Improvements (as directed by Town Staff)
- Site Furniture Improvements (as directed by Town Staff)

Prepare Graphic Images to illustrate potential playground and splash pad elements and features.

Prepare Preliminary Opinion of Probable Construction Costs.

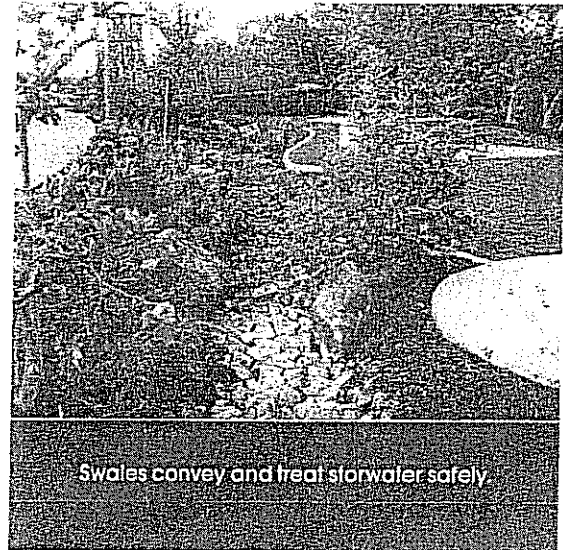
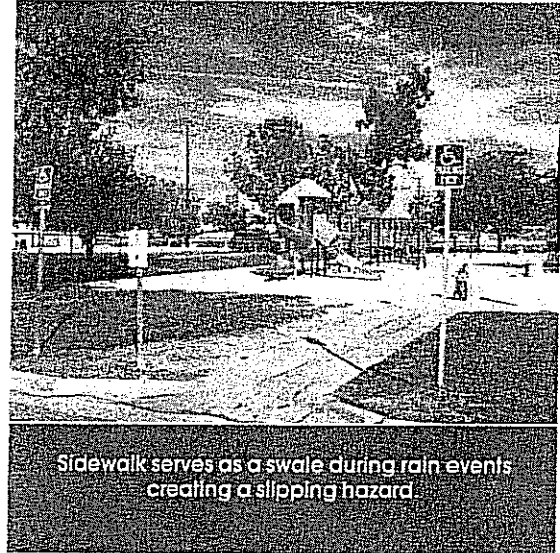
Meet with Town Staff to review Preliminary Conceptual Design Plan and Preliminary Opinion of Probable Construction Costs.

Revise the Preliminary Conceptual Design Plan and associated Preliminary Opinion of Probable Construction Costs per Town Staff direction.

Present Preliminary Conceptual Design Plan and Preliminary Opinion of Probable Construction Costs to Parks, Recreation and Cultural Commission.

Revise the Preliminary Concept Plan and associated Preliminary Opinion of Probable Construction Costs per Town Staff direction.

Present Preliminary Conceptual Design Plan Preliminary Opinion of Probable Construction Costs to Town Council.



### MEETINGS:

- (1) – Meeting with Town Staff
- (1) – Meeting with Parks, Recreation and Cultural Commission
- (1) – Meeting with Town Council

### PRODUCTS:

- Full-Color Conceptual Design Plan
- Graphic Images of Potential Playground/Splash Pad Elements

# Work Plan - Scope of Services

## *Preliminary Opinion of Probable Construction Costs*

### PHASE 3 - FINAL SITE DEVELOPMENT PLAN

Meet with Town Staff to review Preliminary Conceptual Design Plan feedback from Parks, Recreation and Cultural Commission and Town Council.

Prepare Final Design Development Site Plan based upon the approved Preliminary Conceptual Design refinements in order to define the scope and character for the project and such elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction, user safety, maintenance requirements, and energy conservation.

Prepare Final Design Development Site Plan refinements in more detail at a larger scale. Detailed Site Plan refinement will be used as the base to prepare construction documents relative to the playground and splash pad hardscape and play equipment elements.

Specific materials, finishes, colors and textures will be selected. Site furnishings and equipment will be selected during this phase.

Submit design development plans to Town for review.

Meet with Town staff to review final Design Development Site Plan and costs.

Meet with Parks, Recreation and Cultural Commission.

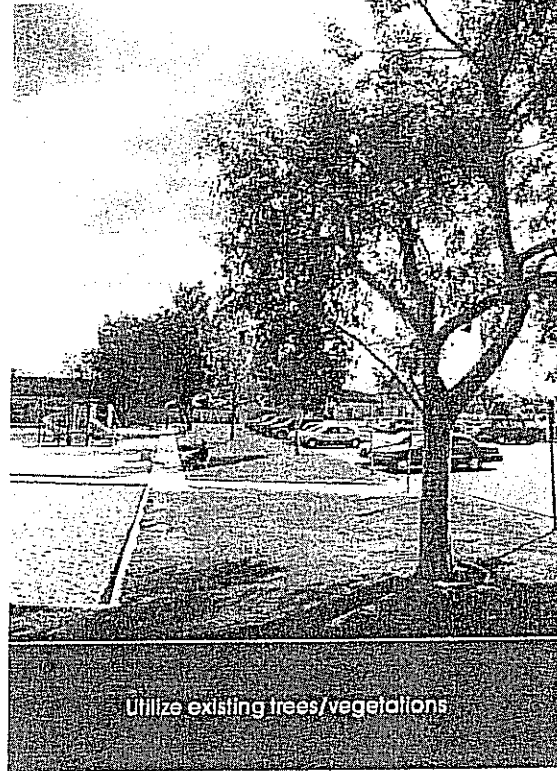
Receive final approval prior to construction document preparation.

#### MEETINGS:

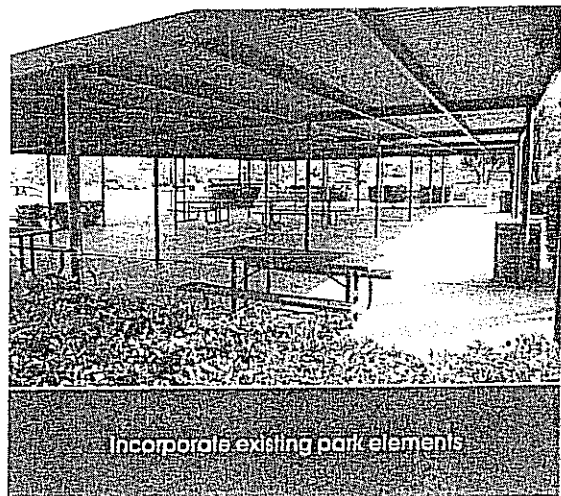
(2) - Meetings with Town Staff

(1) - Meeting Parks, Recreation and Cultural Commission

#### PRODUCTS:



Utilize existing trees/vegetation



Incorporate existing park elements

# Work Plan - Scope of Services

## *Final Design Development Site Plan*

### PHASE 4 – CONSTRUCTION DOCUMENTS

During this phase, the Contract Documents are prepared setting forth in detail the requirements for the construction of the project. Special provisions using Greenbook 2011 will be modified for project specific items, and all special requirements are defined, and when combined with the various trade specifications, a complete project manual is produced.

The project consists of the preparation of the Construction Documents to include final drawings, specifications, calculations, and final "Engineers Estimates" for the project in one construction document package based upon the approved Final Design Development Site Plan drawings.

Our proposal includes complete landscape architecture, and engineering services required to execute the project. Services during the Construction Document Phase consist of preparation of drawings and specifications based on approved Conceptual Design and Design Development Documents, setting forth in detail the Final Construction Documents.

#### Construction Drawings including:

Grading and Drainage Plan – Plan will be submitted for plan check by the Town Engineer (may be combined with Final Design Development Site Plan and submitted during previous phase). Grading and Drainage Plan will include any changes to existing irrigation system

Demolition Plan

Construction Plan

Planting Plan

Construction Details

Technical Specifications

Playground/Splash Pad Manufacturers Requirements and Specifications

#### Town to provide:

Copy of standard drawings and specifications.

Standard, Special and Technical Provisions in Word Format.

Assist the Town in the coordination of the Conditions of the Contract (General, Supplementary, and other Conditions) into the project manual.

Submit plans and to the Town at 90% completeness for review and approval.

Revise plans per Town direction, and submit plans, specifications and estimates at 100% completion to Town for final approval.

Revise plans per Final Plan Check comments.

Attend two (2) meetings with Town to review Plan Check comments.

Submit final wet stamped and signed mylar to the Town for printing and distribution to prospective bidders.

Provide digital AutoCAD files of original Plans and Specifications.

#### MEETINGS:

*(2) Town staff meetings.*

#### FINAL PRODUCTS:

*Reproducible Mylars of Final Project Plans, Signed and Sealed*

*Digital Files of Final Project Plans and Specifications (in standard digital format acceptable by Town)*

*Unbound Copy of Special and Technical Specification Provisions*

*Digital Copy of Special and Technical Specification Provisions (in Microsoft Word Format)*

*Four Blueline Copies of All Project Plans*

*Digital Copy of All Final Project Plans on Disk (in AutoCAD 2009 and PDF format)*

*Copy of Preliminary Estimate of Probable Construction Costs*

*Copy of Final Estimate of Probable Construction Costs*

*Two Color Copies of Conceptual Site Plan*

# Work Plan - Scope of Services

## BIDDING AND CONSTRUCTION (Hourly as Requested)

Bidding and construction of the facilities is not included in the Scope of Services, however the

RJM Design Group, available to answer questions and provide advice during bidding and construction of the project. Below is an example of the possible Scope of Services for Construction.

### Phase V: CONSTRUCTION SERVICES (Sample Scope)

#### BIDDING AND NEGOTIATION

The Bidding or Negotiations Phase, following the Town's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, we shall provide those services necessary to assist the Town in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction.

##### A. Addenda

Services consist of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

##### B. Bidding/Negotiations

Services consist of:

1. Assistance to Town in establishing list of Bidders or proposers.
2. Prequalification of Bidders or proposers.
3. Participation in pre-bid conferences.
4. Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
5. Attendance at bid opening.
6. Documentation and distribution of bidding results.

##### C. Analysis of Alternates/Substitutions

Services consist of consideration, analysis, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.

##### D. Bid Evaluation

Services consist of:

1. Validation of Bids or proposals.
2. Participation in reviews of Bids or proposals.
3. Evaluation of Bids or proposals.
4. Recommendation on award of Contract(s).
5. Participation in negotiations prior to or following decisions on award of the Contract(s) for Construction.

### PHASE VI: CONSTRUCTION SERVICES (Sample Scope)

The Construction Contract Administration Phase shall provide those services necessary for the administration of the construction contract.

#### A. Office Construction Administration

1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
2. Distribution of submittals to Owner, Contractor and/or field representative as required.
3. Maintenance of master file of submittals.
4. Related communications.

Continued on next page

## Work Plan - Scope of Services

### B. Construction Field Observation

Services consisting of six (6) visits to the project site at intervals appropriate to the stage of construction or as otherwise agreed in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications.

### C. Supplemental Documents

Services consist of:

1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarifications by Contractor(s) or the Town and as required by construction exigencies.

### D. Quotation Requests/Change Orders

Services consisting of:

1. Preparation and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
2. Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials
3. Review and recommendations relative to changes in time for Substantial Completion.
4. Coordination of communications, approvals, notifications and record-keeping relative to changes in the work



# Staffing Plan

## Firm Ownership

Legal Name: RJM Design Group, Inc.

Established in 1987, RJM Design Group has evolved into a multi-disciplinary landscape architectural planning and design firm committed to serving the needs of public agencies and organizations throughout California.

RJM is comprised of talented individuals with varied backgrounds and interests. Among these dynamic professionals are licensed landscape architects, architects and planners, many of whom are LEED Accredited Professionals. Each person brings a unique, yet complementary experience and passion to the firm.

Legal Entity Type: a California Corporation, Certified Small Business Enterprise

Date Firm Established: 1987

Owners: Robert J. Mueting, ASLA, AIA, LEED AP  
 Larry P. Ryan, ASLA

Location of Office: San Juan Capistrano, CA

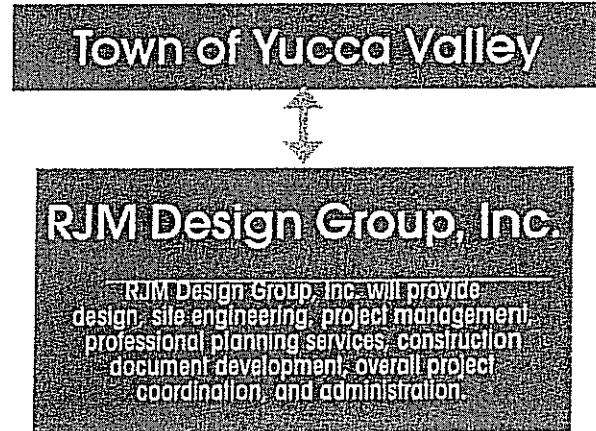
Primary Disciplines, Resources, & Services: Park Master Planning & Design, Site Planning, Recreation Planning, Parks and Recreation Master Planning, Landscape Architecture Design, Environmental Sustainability and Conservation, Community Facilitation, Research, Landscape Guidelines, Construction Documents, & Construction Administration and Management with an affiliation of highly skilled and experienced subconsultant specialists.

Present Size of Firm:

23 Personnel

Principal Landscape Architects	3
Registered Staff Landscape Architects/Project Managers	7
Technical Support	9
Administrative Support/Accounting	4

## Organization Chart



## Key Team Members

RJM Design Group, Inc.

Principal-in-Charge:  
 Larry P. Ryan, LLA, ASLA

Project Manager:  
 Eric Chastain, LLA, LEED AP

RJM Design Group is committed to the principle of "teamwork", with the ability to take a project from start to finish. With this objective in mind, we have assembled the most qualified team who will provide strong leadership and standards of excellence.



## Resumes

### Larry P. Ryan ILA ASLA

Principal-in-Charge  
RJM Design Group, Inc



Larry P. Ryan is a founding principal of RJM Design Group, Inc. During his twenty-eight years of experience, Mr. Ryan has been involved with a wide variety of planning and landscape architectural projects that range from master planned communities to neighborhood parks. His

project involvement encompasses all phases of site development, including concept formulation, agency processing, design development, and construction implementation. He has worked with numerous communities in the evaluation of accessibility issues and the design of appropriate cost-effective solutions.

#### Related Project Experience

Lynwood Meadows Park, Lynwood, CA  
Citrus Ranch Park, Tustin, CA  
Chino Hills Community Park, Chino Hills, CA  
Aliso Viejo Ranch Park, Aliso Viejo, CA  
Santa Clarita Skate Park, Santa Clarita, CA  
Santa Clarita Sports Complex, Santa Clarita, CA  
Patricia H. Birdsall Sports Park, Temecula, CA  
Colonel Bill Barber Marine Corps, Memorial Park-Phase II, Irvine, CA  
Aurora Park, Mission Viejo, CA  
Ayala Park Master Plan, Chino, CA  
Cedar Grove Park, Tustin, CA  
Cesar E. Chavez Park, Long Beach, CA  
Col. Bill Barber Marine Corps Memorial Park, Irvine, CA  
East Chino Park Site, Chino, CA  
Elijah "Lige" Morris Memorial Park, Tehachapi, CA  
Eucalyptus Business Park, Chino, CA  
Flamenco/Pinecrest Parks, Mission Viejo, CA  
Florence Joyner Olympiad Park, Mission Viejo, CA  
Foxfield Park, Westlake Village, CA  
Heritage Way Park, Tustin, CA  
Hollifield Park, Norwalk, CA

Nature Park, Lake Forest, CA  
Lakeside Promenade, Mission Viejo, CA  
Marguerite M. O'Neill Park, Mission Viejo, CA  
Melinda Park, Mission Viejo, CA  
Mystic Canyon Park, Chino Hills, CA  
Oxnard College Park, Oxnard, CA  
Pantera Park, Diamond Bar, CA  
Park on Golden, Long Beach, CA  
Pavion Park, Mission Viejo, CA  
Rancho Cucamonga Central Park Master Plan, Rancho Cucamonga, CA  
Regency Normandale Community Park, Lake Forest, CA  
Ruben E. Ayala Park Expansion, Chino, CA  
San Joaquin Marsh and Wildlife and Wildlife Sanctuary Campus, Irvine Ranch Water District, CA  
Santa Clarita Central Park, Santa Clarita, CA  
Sergeant Matt Davis Park, Mission Viejo, CA  
Tri-City Park, Placentia, CA  
Tustin Tree Park, Tustin, CA  
Vista del Lago Playground, Mission Viejo, CA  
Jurupa Valley Aquatics Center, Riverside County EDA, CA  
Marguerite Aquatics/Tennis, Mission Viejo, CA  
Norwalk Aquatic Pavilion, Norwalk, CA  
Chaparral High School Swimming Pool, Temecula, CA

#### Registrations

Landscape Architect / CA 2502  
Landscape Architect / AZ 25241  
Landscape Architect / NV 366

#### Education

Bachelor of Science, Landscape Architecture  
Polytechnic State University Pomona

#### Professional Affiliations

American Society of Landscape Architects  
California Parks and Recreation Society  
League of California Cities  
National Recreation and Parks Association

## Resumes

### Eric Chastain LLA LEED AP

Project Manager

RJM Design Group, Inc.



Eric Chastain, Project Manager for RJM Design Group, Inc. is experienced in all phases of the design process from program development and site analysis, to conceptual design, construction documentation and construction

observation. Mr. Chastain's experience in planning and landscape architecture includes; urban design and rehabilitation, streetscape master planning and final development, park design, multi-density residential housing, and commercial development.

#### Related Project Experience

Florence Joyner Olympiad Park, Mission Viejo, CA

Foxfield Park, Westlake Village, CA

John Wayne Airport Expansion Design Directive, County of Orange, CA

La Paz Roadway Beautification Improvements, Mission Viejo, CA

Ladera Master Plan, Santa Margarita Company, Ladera, CA

Lakeside Promenade/Alicia Parkway Improvements, Mission Viejo, CA

Lippo Village, Streetscape and Entry Monuments, Jakarta, Indonesia, Lippoland

Montanoso Rec Center Improvements, Mission Viejo, CA

Norwalk Park Swim Center, Norwalk, CA

On-Call Inspection Services, Chino, CA

Orange County Courthouse Expansion, Laguna Niguel, CA

Pantera Park, Diamond Bar, CA

Property Compliance/Annual Maintenance Inspections, Mission Viejo, CA

Ridgegate Communities Streetscape and Models, La Jolla, CA

Russell Ranch Entry Monuments and Models, Las Vegas, NV

San Gabriel Riverview Park Bellflower, CA

Santa Margarita Water District Headquarters, Santa Margarita Water District, Las Flores, CA

Santa Maria Cemetery Expansion Master Plan, Santa Maria, CA

Sea Terrace Park, Dana Point, CA

Sports Park, Stockton Master Plan Development, Stockton, CA

Traditions on the Greens, Streetscape and Models, Hawthorne, CA

Vintage Communities Lippo Village, Streetscape and Entry Monuments, Jakarta, Indonesia, Lippoland

Youth Athletic Park, Mission Viejo, CA

#### PROFESSIONAL EXPERIENCE

Project Manager  
RJM Design Group, Inc.  
Mission Viejo, California  
1997 to Present

Project Landscape Architect  
Land Concern, Ltd.  
Irvine, California  
1991-1997

Landscape Designer  
VanDell & Associates  
Irvine, California  
1986 to 1991

Irrigation Designer  
Landscape Irrigation Consulting  
Newport Beach, California  
1976 to 1979

#### Registrations

Landscape Architect / CA 3411

#### Education

Bachelor of Science, Landscape Architecture  
California State Polytechnic University Pomona  
Minor, Irrigation Design

# Certificate of Insurance

<b>ACORD - CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 9/13/2011
PRODUCER Dealey, Renton & Associates P. O. Box 10550 Santa Ana CA 92711-0550	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURERS AFFORDING COVERAGE</b>		
INSURED RJM Design Group, Inc. 31591 Camino Capistrano San Juan Capistrano CA 92675	INSURER A <u>Travelers Property Casualty Co of Ameri</u>	
	INSURER B <u>Argonaut Insurance Company</u>	
	INSURER C	
	INSURER D	
	INSURER E	

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

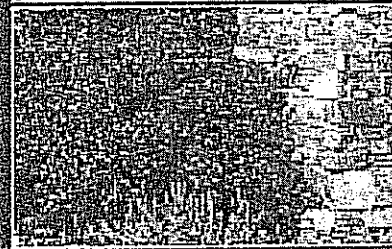
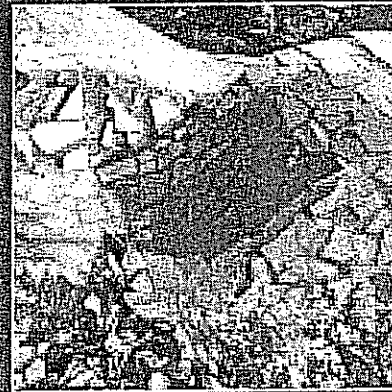
CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> RET <input type="checkbox"/> LOC	6604854L671	9/30/2011	9/30/2012	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & AUTO INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	BA5094L595	9/30/2011	9/30/2012	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - CA AGG \$ OTHER THAN AUTO ONLY - AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	UR3761T932	9/30/2011	9/30/2012	<input checked="" type="checkbox"/> WC STAT <input type="checkbox"/> OTH <input checked="" type="checkbox"/> TCBY LIMITS <input type="checkbox"/> LFR E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Professional Liability Claims Made	IAE1111702	10/1/2011	10/1/2012	Per Claim \$1,000,000 Annual Aggr. \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 General liability policy excludes claims arising out of the performance of professional services.

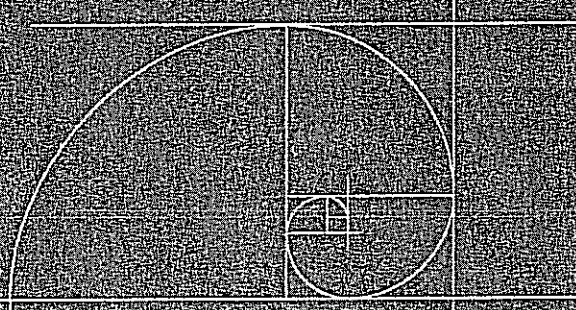
CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER:	<b>CANCELLATION</b> 10 day Notice for Non-Payment
FOR INFORMATIONAL PURPOSES ONLY		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

*Knowledge inspires us to create spaces in natural harmony with our environment.*

Upon analyzing the sequence of numbers 1, 2, 3, 5, 8, 13, 21, 34, 55, 89, 144, 233, the 13th-century Italian mathematician Fibonacci realized that each number was the sum of the two preceding numbers. Divide a Fibonacci number after the 14th number in the sequence by the next highest number, and the quotient is .618034 times as large as the number that follows. This natural equation is used in art and architecture and is the basis for the shape of playing cards, The Parthenon, sunflowers, nautilus shells, and the great spiral galaxies of outer space. The Greeks called it "The Divine Proportion".



### *Community Inspired Spaces*



RJM Design Group, Inc.  
31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
rjm@rjmdesigngroup.com  
www.RJMDesignGroup.com  
[949] 493-2690 fax  
[949] 493-2600 phone

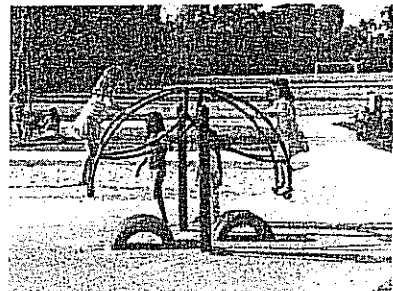
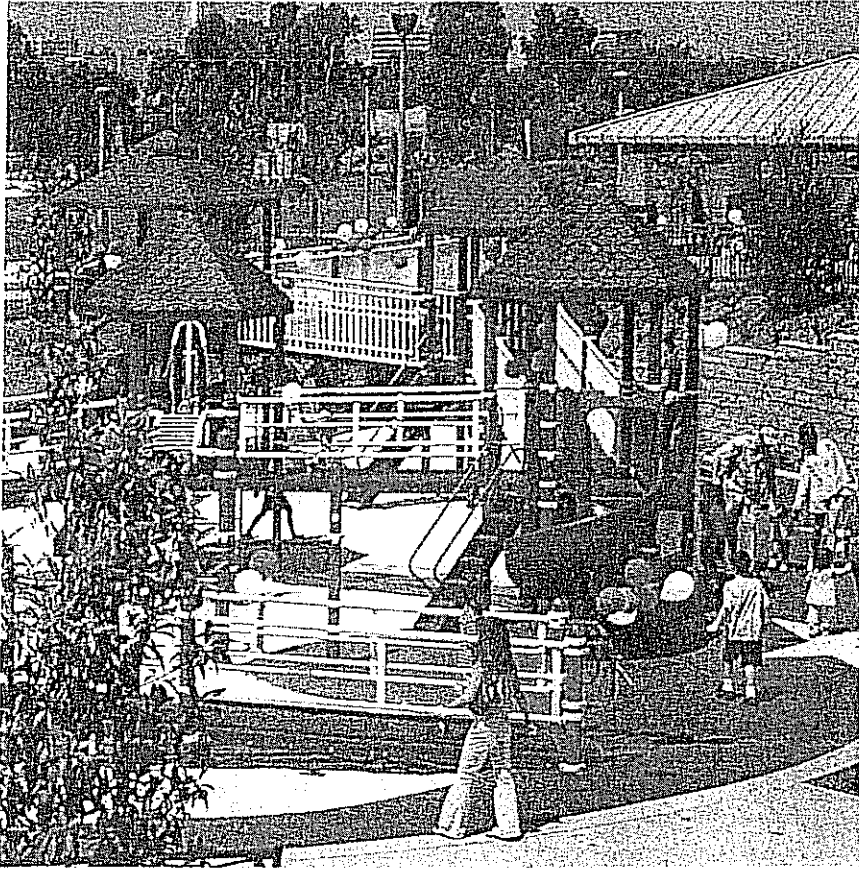
.618034

1 2 3 5 8 13 21 34 55 89 144 233

# **EXHIBIT “B”**

**There are no Special Requirements for  
this contract**

# EXHIBIT “C”



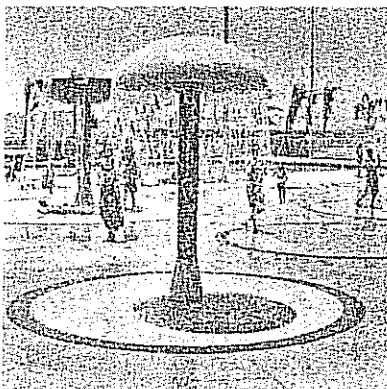
# Town of Yucca Valley

Fee Proposal

Professional Architectural Design and Supporting Engineering Services -

Community Center Playground Improvements and Splash Park

April 26, 2011







# Fee Proposal

## **FEE SCHEDULE**

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of Town of Yucca Valley's Community Center Playground Improvements and Splash Park project. This fee includes all costs to be incurred by RJM Design Group, Inc. with the exception of reimbursable expenses. Fees for the work are as follows:

	<u>Fee</u>
Phase 1      Project Familiarization	\$1,200.00
Phase 2      Conceptual Design	\$8,000.00
Phase 3      Final Site Development Plan	\$13,000.00
Phase 4      Construction Documents	\$17,700.00
	<hr/>
<b>Total*:</b>	<b>\$39,900.00</b>

\*Note: This fee summary represents our current understanding of the project scope and complexity for the Town of Yucca Valley's Community Center Playground Improvements and Splash Park. We would welcome the opportunity to meet with you to discuss our approach to this Scope of Work and revise it and the associated fees as necessary to more accurately meet the needs of the Town of Yucca Valley.

## **PRINTING ALLOWANCE (Estimated Reprographic Expense \$3,500.00)**

- Reproducible mylars of all final approved project plans, signed and sealed.
- One unbound copy of the following portions of the Specifications and Contract Documents:
  - Special Provisions
  - Technical Provisions
- Four (4) blueline copies of all project plans.
- One (1) copy of the preliminary Estimate of Probable Costs.
- One (1) copy of the final Estimate of Probable Costs.
- One (1) electronic copy of all final project plans on disk in AutoCAD 2009 and Pdf format.
- Two color copies of the Conceptual Site Plan.

## **REIMBURSABLE EXPENSES**

When incurred, the following project expenses (with the exception of the expenses listed in the Printing Allowance) will be billed at cost plus 15% handling fee. These costs have not been included in the above fee proposal:

- All consultant reproduction
- Printing, plotting, copying, photography, graphic expenses, special delivery and handling of documents, and shipping
- Permits, plan check, and inspection fees
- Soils testing



# Fee Proposal

In the event the City has or will establish a reprographics account, our reprographics costs may be run through this resource to avoid the 15% handling fee.

## PAYMENTS

Payments will be due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1-1/2% of the amount due, compounded monthly.

## ADDITIONAL SERVICES

The following services will be performed at your request, and shall be considered additional services to the above, reimbursable on an hourly basis:

1. Additional meetings and site visits beyond those identified.
2. Exhibit preparation or additional studies beyond that identified in the Scope of Services.
3. Preparation of mitigated negative declaration and/or special studies.
4. If it is in the interest of the project to engage or retain the services of any other consultants (building architect, electrical engineer, civil engineer, structural engineer, etc.), then upon Client's written authorization, RJM Design Group, Inc. may engage or retain any such consultant, and the engagement of each consultant shall be an expenditure reimbursable to RJM Design Group, Inc., plus a 15% coordination fee.
5. Preparation of legal descriptions/exhibits, easements, any land subdivision, ALTA Survey, and/or boundary survey.
6. Potholing on site to locate and/or verify location of subgrade utility improvements or for soil sampling.
7. Design of existing sites beyond the project area as defined in the RFP. In the event that information in this regard is required, our consultant team will provide for such as an additional service as requested for by the City.
8. Payment of application, permit or any other fees required by any regulatory agency.
9. Preparation of phased construction drawing bid package.
10. Additional plan checks after two (2) plan checks per scope.

## CONSULTANTS STANDARD HOURLY FEE SCHEDULE

No special consulting services other than those identified are included as part of the professional services. Compensation for additional services will be on an hourly basis at our standard rates as follows:

### RJM DESIGN GROUP, INC.

PRINCIPAL LANDSCAPE ARCHITECT	\$145 - \$165 per hour
ASSOCIATE LANDSCAPE ARCHITECT	\$130 - \$140 per hour
LANDSCAPE ARCHITECT / PROJECT MANAGER	\$115 - \$125 per hour
JOB CAPTAIN / LANDSCAPE DESIGNER	\$100 - \$110 per hour
CADD TECHNICIAN	\$ 85 - \$ 95 per hour
DRAFTSPERSON	\$ 70 - \$ 80 per hour
WORD PROCESSOR	\$ 55 - \$ 65 per hour



# Fee Proposal

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed and will be broken into the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer's Price Index or other mutually agreed upon cost index, beginning with August 1, 2012.

All provisions for fee escalation pertain to all contract extensions and additional work.

# EXHIBIT “D”

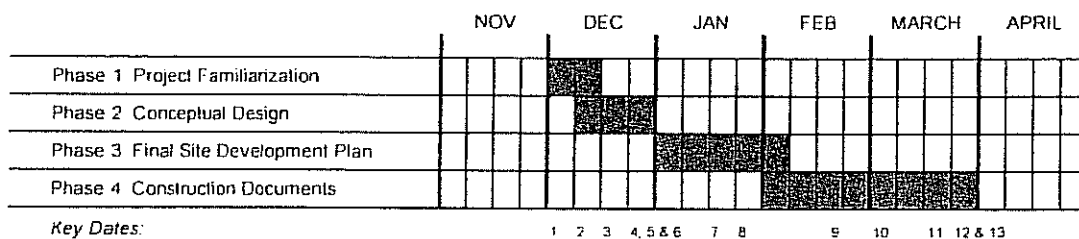
# Proposed Schedule

## Project Schedule Control

RJM’s project management team provides the leadership and management required to lead a client’s project from the initial planning phases through the development of the Final Conceptual Plan. We will provide continuous coordination, administration, and communication to all project team members, including the most important team member - The Town of Yucca Valley!

The preliminary project schedule listed above can be adjusted to best meet the needs of the Town of Yucca Valley.

Due to our sincere interest in this project, Design Team members will arrange their schedules to undertake this project in the most efficient and expeditious manner in conformance with the Town’s schedule.



- 1 Kick-off Meeting with Town Staff - project start-up
- 2 Conduct Field Review
- 3 Meeting with staff to review Conceptual Design
- 4 Meeting with Parks, Recreation and Cultural Commission
- 5 Meeting with Town Council
- 6 Meeting with staff to review Conceptual Design feedback
- 7 Meeting with staff to review Design Development Site Plan
- 8 Meeting with Parks, Recreation and Cultural Commission
- 9 Submit Plans at 90% Complete
- 10 90% Plan Check Meeting with Town Staff
- 11 Submit Plans at 100% Complete
- 12 100% Plan Check Meeting with Town Staff
- 13 Final Submittal/Project Completion

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane R. Stueckle, Deputy Town Manager  
**Date:** January 9, 2012  
**For Council Meeting:** January 17, 2012

**Subject:** 2010-2011 Annual Redevelopment Report  
2010-2011 Annual Redevelopment Agency Financial Report

**Prior Council Review:** The Town Council received the draft Report at its meeting of December 6, 2011. This is an administrative requirement received annually by the Town Council.

**Recommendation:** That the Town Council approves the 2010/2011 Annual Redevelopment Report and the 2010/2011 Annual Redevelopment Agency Financial Report.

**Summary:** State Redevelopment law requires that an annual report be filed with the legislative body within 6 months of the end of the fiscal year.

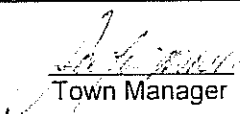

**Order of Procedure:**

- 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:** Redevelopment law Health and Safety Code 33080 et seq. requires Redevelopment Agencies to submit to the legislative body and file with the State Controller the annual report within 6 months of the close of the fiscal year. The purpose of the report is to evaluate the implementation of Agency programs and expenditures in comparison to legal requirements. The majority of reporting requirements are focused upon financial reporting and compliance with low and moderate income housing mandated programs and expenditures.

Additionally, the report shall also include achievements from the previous fiscal year, a work program for the current fiscal year, and any recommendations for legislation necessary to carry out Redevelopment programs and functions.

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Reviewed By:	 Town Manager	 Town Attorney	SRS Dept Head
	Mgmt Services		

---

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

Attached to this staff report is the 2010/2011 Annual Redevelopment Report. Redevelopment law requires that the Legislative Body shall review the report and take any action, which it deems appropriate on the report submitted no later than the first meeting of the legislative body occurring more than 21 days from the receipt of the report.

The Report is compiled with the additional intent of indicating "linkages" between the Agency's Five-Year Implementation Plan, the General Plan, and with the Agency's adopted programs for the current fiscal year. Finally, the Annual Audited Financial Statements are attached.

The individual reports to be included within the Annual Report include the Annual Audit, the State Controllers Report, the Statement of Indebtedness, the State Department of Housing and Community Development report (HCD-A, HCD-B, and HCD-C), Loan Report, and Property and Loan Reports.

**Alternatives:** Staff recommends no alternatives to this action. The Legislative Body may wish to identify, clarify, or amend goals, policies, programs, achievements, etc., as presented in the Annual Report.

**Fiscal impact:** There are no fiscal impacts or costs, less staff preparation time and materials, for action on this item. The costs of the staff time and materials, auditor's report, and the State Controllers Report, are items for which funds were allocated in the adoption of the 2010/2011 fiscal year budget.

**Attachments:** Annual RDA Report  
Audited Financial Statement  
Statement of Indebtedness  
Financial Transactions Report  
HCD Forms



# Yucca Valley Redevelopment Agency

FINAL  
2010/2011  
Annual Report



**TOWN OF YUCCA VALLEY  
REDEVELOPMENT AGENCY**

**FINAL  
2010/2011  
ANNUAL REDEVELOPMENT REPORT**

**Dawn Rowe, Agency Chair**

**Isaac Hagerman, Agency Vice Chair**

**Merl Abel, Agency Member**

**George Huntington, Agency Member**

**Robert Lombardo, Agency Member**

**Mark Nuaimi, Executive Director**

Received and Filed

December 6, 2011

## PURPOSE:

The purpose of the Annual Report is to ensure compliance by the Yucca Valley Redevelopment Agency with Section 33080.1 of the Health and Safety Code. Section 33080.1 states the following.

"Every redevelopment agency shall present a report to its legislative body within six months of the end of the agency's fiscal year. The report shall contain all of the following:

- (a) An independent financial audit report for the previous fiscal year. "Audit report" means an examination of, and opinion on, the financial statements of the agency which present the results of the operations and financial position of the agency, including all financial activities with monies required to be held in a separate Low and Moderate Income Housing Fund pursuant to Section 33334.3. This audit shall be concluded in accordance with generally accepted auditing standards and the rules governing audit reports promulgated by the State Board of Accountancy. The audit report shall also include an opinion of the agency's compliance with the laws, regulations and administrative requirements governing activities of the agency.

However, the legislative body may elect to omit from inclusion in the audit report, any distinct activity of the agency which is funded exclusively by the federal government and which is subject to audit by an agency or instrumentality of the federal government.

- (b) A work program for the coming year, including goals.
- (c) An examination of the previous year's achievements and a comparison of the achievements with the goals of the previous year's work program.
- (d) Recommendations for needed legislation to carry on properly a program of housing and community development in California."

## THE YUCCA VALLEY REDEVELOPMENT AGENCY

The Landers Earthquake struck the area on June 28, 1992. As a result, the Agency was established on September 3, 1992, primarily respond to the earthquake and to provide mechanisms for economic recovery as a result of the devastated impact the earthquake had on public and private property. On August 5, 1993, the Agency adopted the Project Area, which includes two separate sub-areas:

**Downtown Sub-area** is generally defined as the commercial corridor along State Route 62, between Homestead Hill and Balsa Avenue. This sub-area contains the Town's primary commercial business district and covers approximately 1,432 acres.

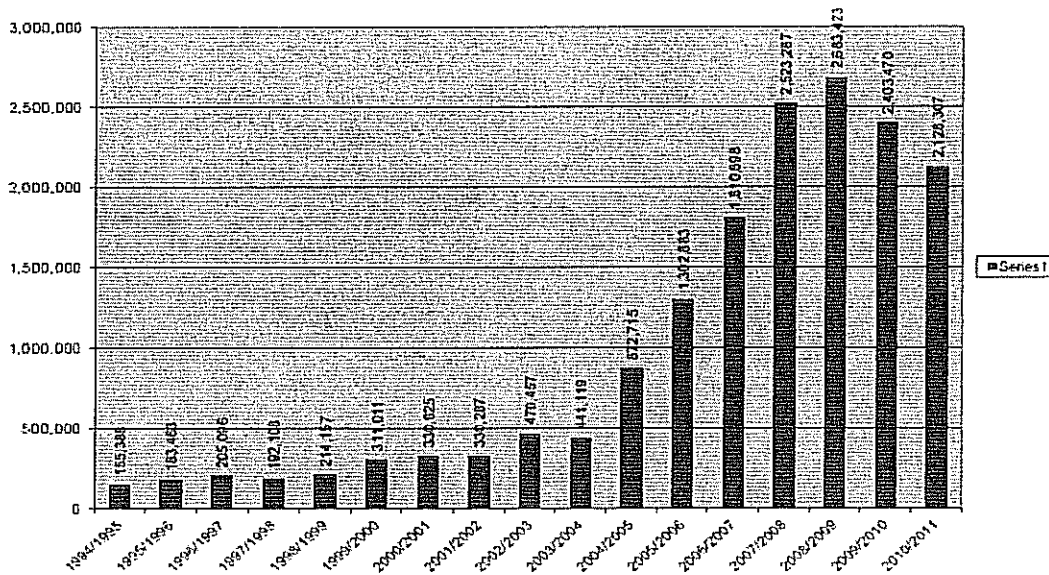
**East End Residential Sub-area** is generally located between State Route 62 on the north, Joshua Lane at San Andreas on the south, the extension of Indio north to State Route 62 on the east, and along Emerson, Frontera and Avalon moving south to north to State Route 62. This sub-area contains a variety of residential uses and covers approximately 925 acres.

**HISTORICAL AGENCY INCREMENT:**

The Agency's first tax increment was received on December 5, 1994. The following increment has been received by the Agency since inception of the Project Area on August 5, 1993,

1994/1995	\$155,388	2002/2003	\$470,457
1995/1996	\$183,463	2003/2004	\$441,113
1996/1997	\$205,096	2004/2005	\$872,715
1997/1998	\$192,108	2005/2006	\$1,302,883
1998/1999	\$214,157	2006/2007	\$1,810,698
1999/2000	\$311,011	2007/2008	\$2,523,287
2000/2001	\$330,625	2008/2009	\$2,683,423
2001/2002	\$330,287	2009/2010	\$2,403,470
		2010/2011	\$2,128,307
		<b>TOTAL</b>	<b>\$16,558,488</b>

Tax Increment Revenues by Fiscal Year



**REDEVELOPMENT AGENCY GOALS**

The Agency's primary goal continues to be eliminating blighting conditions in the Project Area and ensuring the economic vitality of the Town through improvements to public infrastructure, commercial development, and affordable housing. Long-term revitalization activities are guided by the 40-year Redevelopment Plan for the Project Area. Redevelopment projects have included public facility and infrastructure improvements, affordable housing renovation, and partnerships with private industry to create jobs and expand the local economy.

The Redevelopment Plan established a variety of goals for redevelopment of the Project Area: these goals frame the redevelopment objectives for the Implementation Plan. The Redevelopment Plan goals are listed below:

Encourage Employment Opportunities.

Provide for the Rehabilitation of Commercial Structures and Residential Dwelling Units.

Encourage Redevelopment Through Owner Participation, Cooperation of Private Enterprise and Public Agencies.

Provide for the Management of Property Owned or Acquired by the Agency.

Provide Relocation Assistance.

Provide Public Improvements.

Acquire and Assemble Real Property.

Dispose of Real Property Acquired by the Agency.

Affordable Housing. Consistent with Redevelopment Law, increase, improve, and expand the community's supply of affordable housing.

Redevelopment activities will assist in the transformation of the physical and economic blight of the Project Area. The specific projects and expenditures are intended to achieve further progress towards these goals and objectives. Including the discussion regarding actual projects and expenditures and the previously defined goals and objectives, the expenditures will help eliminate blighting conditions in the following manner:

Increasing employment through provision of additional jobs created as a result of private sector investment.

Increasing residential stability as a result of improved neighborhood conditions and an improved housing stock, which meets the needs of a broad range of incomes.

Correcting original deficiencies in planning of the Project Area through redevelopment, thereby creating a more cohesive and appropriate urban environment, within the Project Area, for residents and visitors alike.

Increasing private investment as a result of catalytic projects created throughout the Project Area and the Town of Yucca Valley.

Reducing office and residential vacancies due to new residents and business entering the downtown community as blight is removed.

Correcting existing deficiencies in public infrastructure, including roadways, flood control improvements, pedestrian facilities, water facilities, and through under grounding of utilities.

It is anticipated that the existing programs will be expanded to include other activities directly related to the goals and objectives as identified in this report.

## RELATIONSHIP TO GENERAL PLAN GOALS, POLICIES, & PROGRAMS

The Yucca Valley General Plan outlines goals, policies and programs that are directly related to Agency goals within this Implementation Plan. Within the General Plan, the Economic Development and Housing Elements identify goals, policies and programs that are strongly tied to the Agency's activities. Copies of the complete Elements, which include comprehensive programs and the Element's Implementation Strategies are identified by reference in this Report.

### **ECONOMIC DEVELOPMENT ELEMENT**

#### Goal 1:

A broadly based, healthy and balanced economy that provides a full range of economic and employment opportunities.

#### Goal 2:

Continued growth, which assures the maintenance of a revenue base adequate to support present and future public services and facilities.

#### Policy 1:

Maintain and strengthen the Town's role as the commercial center of the Morongo Basin and the South Mojave Desert Region.

#### Policy 2:

Actively solicit employment and revenue generating development compatible and consistent with the Town's General Plan.

#### Policy 3:

Encourage the development of the tourist/traveler commercial potential of the State Highway 62 corridor, the National Park and the Mojave Desert.

#### Policy 4:

Encourage resolution of domestic water issues and stable and orderly growth in permanent and seasonal households within the Community.

#### Policy 5:

Assure sufficient infrastructure and capital facilities in order to maintain existing economic activities and attract new commercial businesses and industry to the area.

#### Policy 6:

Preserve the community's marketable and unique qualities through thoughtful control of new development, protecting and enhancing the rural character of the community.

**Policy 7:**

Adopt and implement plans, which encourage and enhance quality development and renovation in the downtown area, along Highway 62 and Highway 247.

**Policy 8:**

Utilize a commercial economic profile and development implementation strategy to achieve the economic goals of the community.

**Policy 9:** Reinforce Yucca Valley's place as a regional administrative center through the cooperative planning of Town and County administrative facilities within the Town limits.

**Policy 10:**

Work to promote net annual increases in local household incomes for all socio-economic sectors of the community.

**Policy 11:**

Make every effort to expedite the processing of development proposals which address the economic development goals of the community and shall take the initiative to incubate new programs and projects.

**Policy 12:**

Encourage and promote special events, activities and uses which strengthen and promote the Town's image prestige and attractiveness as a tourist/visitor destination.

**Policy 13:**

Develop programs which enhance its role as the Gateway to the Joshua Tree National Park and encourage the expansion of associated tourist/traveler revenues.

**HOUSING ELEMENT:**

**Housing Element Goals and Policies**

**GOAL 1**

The development of a variety of housing types and prices in the Town of Yucca Valley that will accommodate both existing and future residents within all socio-economic segments of the community.

**GOAL 2**

The development of affordable housing projects to meet the community's need.

**GOAL 3**

The maintenance and rehabilitation of the Town's core neighborhoods.

Policy 1

Ensure that the quality of existing and future dwelling units in neighborhoods within the Town of Yucca Valley is preserved and maintained.

Policy 2

Provide residential lands that are adequate to meet the housing objectives for the Town.

Policy 3

Meet the housing needs of the extremely low, very low, low and moderate income population within the community, regardless of the householder's race, religion, sex, marital status, ancestry, national origin or color.

Policy 4

Promote and facilitate the use of State and Federal monies for the development and rehabilitation of affordable housing in the community.

Policy 5

Promote and preserve mobile home parks for their value as low and moderate income housing opportunities.

Policy 6

Ensure that new housing projects are designed in an energy efficient manner.

Policy 7

Residential development in the Town of Yucca Valley will preserve and protect as much as possible, the desert flora and fauna.

Policy 8

Facilitate the construction and rehabilitation of renter and owner occupied housing by providing a range of land use and zoning categories throughout the Town.

Policy 9

Encourage the development of larger unit sizes in multi-family rental projects and second units on single family lots in order to alleviate overcrowding.

Policy 10

Facilitate the development and preservation of senior housing through incentives and assistance programs.

Policy 11

Encourage the preservation of home town and rural atmosphere through design standards.

Policy 12

High density, affordable and senior projects shall be located with convenient access to shopping, public transit, and school and park facilities.



Additional programs and implementation strategies for each element are also included in the General Plan.

**2010/2011 ACCOMPLISHMENTS**

The following generally describes the accomplishments of the Agency during this reporting period.

- **Implementation of the Old Town Specific Plan Through Property Acquisition.** These efforts were placed on hold pending the adoption of the Yucca Valley General Plan update, including reevaluation of circulation alternatives.
  
- **Creation of Affordable Housing Units:** The Agency continued moving forward in its efforts towards the creation of new affordable housing units within Project Area No. 1. Following the RFQ/RFP process, the Agency entered into agreements with National CORE for the development of 75 affordable housing units on Agency owned property at the north-west corner of SR 62 and Dumosa Avenue. The Agency in conjunction with its development partner obtained land use entitlements for the project.
  
- **Realignment of State Route 62.** These efforts were placed on hold pending the adoption of the Yucca Valley General Plan update, including reevaluation of circulation alternatives.

The following provides a partial identification of Agency programmatic expenditures during the reporting period.

<b>Financial Participation in New Construction:</b>	<b>\$0.00</b>
<b>Storefront Improvement Rebate Program:</b>	<b>\$0.00</b>
<b>Infrastructure Maintenance Program:</b>	<b>\$0.00</b>
<b>Infrastructure Program:</b>	<b>\$0.00</b>
<b>Sign Replacement Program:</b>	<b>\$0.00</b>
<b>Property Purchase</b>	<b>\$940,000</b>
<b>Redevelopment Agency Operations:</b>	<b>\$356,718</b>

Redevelopment Operations include those expenditures customary for carrying out adopted Agency activities: The above number includes General Administration,

Salaries and Benefits, Audit costs, and the Property Tax Administration fee paid to San Bernardino County.

<b>Low and Moderate Income Housing General Admin:</b>	<b>\$ 28,430</b>
<b>Low and Moderate Income Housing Project</b>	<b>\$ 164,187</b>

Agency staff continued to work with housing interests on increasing the supply of LMI housing opportunities.

### **2011/2012 WORK PROGRAM**

Subject to the Court ruling anticipated to be issued in January 2012, and based upon the adopted 5-Year Implementation Plan, the Agency will be considering several policies and programs in the following categories.

#### **Implement Old Town Specific Plan**

The Agency will implement the Plan's economic development, infrastructure and housing objectives. This may include installing trash receptacles, directional signage, benches, and street and pathway illumination, as well as continued policy discussions and efforts regarding the potential realignment of SR 62.

Completion of this project will help create new jobs and will boost the local economy by attracting new businesses to the area.

#### **Façade Improvement Program**

The Agency will consider implementation of a Façade Improvement Program based upon available financial resources.

A Façade Improvement Program (FIP) may provide business and property owners an opportunity to rehabilitate dilapidated buildings. The Agency may provide matching funds to facilitate exterior façade improvements which can increase business exposure and pedestrian traffic, and enliven older, commercial districts.

Completion of this project will help improve unsafe and unhealthy structures, alleviate visual blight and depreciated or stagnant property values, provide architectural continuity, and eliminate factors hindering economically viable uses.

#### **Branding & Marketing Program**

As the Town continues to grow and prosper, a unifying marketing and branding strategy is needed to help shape the Town's image. This branding strategy will be developed and help the Town define how it will market itself and attract visitors and investors. The Agency will fund this effort that will identify the community's assets by gathering input

from residents and stakeholders, as well as graphic concepts to be used in future marketing campaigns. Completion of this project will help create new jobs and will boost the local economy of the community by attracting new businesses and residents to the area.

### **Land Acquisition**

The Agency has strategic plans to acquire and consolidate critical parcels for future mixed use development within the Old Town Specific Plan area. Completion of this program will allow the agency to market these consolidated parcels to private development or combine public facilities within the mixed use concept to promote blight removal within the Old Town Specific Plan area.

### **Public Infrastructure Program**

The Agency will participate in the ongoing initiative to install sidewalks, traffic-calming medians, and other motor and pedestrian circulation system improvements. The initial activities will occur primarily in the Old Town area and along Highway 62. This project will provide necessary repairs to the street systems and facilitate the safe and efficient movement of traffic and allow storm water to drain more efficiently.

### **Infrastructure Improvements**

Infrastructure improvements, including health & safety issues and concerns, will serve to implement a number of agency goals and objectives towards the elimination of physical and economic blight within the project area.

The following goals and objectives within the Agency's Five-Year Implementation Plan link the program to overall Agency goals and objectives.

Eliminate and prevent the spread and recurrence of blight and deterioration.

Redevelop, rehabilitate, conserve, restore and renew the project area. In addition, work in conjunction with Town of Yucca Valley programs which encourage proper maintenance of residential properties, facilitate the productive use of abandoned housing, as well as emphasize the need for proper maintenance of streets and public pedestrian facilities.

Develop and maintain a quality Yucca Valley Town Center area that will provide public/quasi-public, institutional, and financial services to the Town and the Morongo Basin.

Maintain and expand upon existing shopping opportunities within the Redevelopment Project Area that will provide the Basin with retail shopping opportunities as well as encourage project investment and merchants to locate

within the Project Area.

Infrastructure projects are currently underway, at varying levels, including the following.

SR 62, Apache to Palm, Median Islands, federal, RDA, and Measure I fund allocations are anticipated;

SR 62, Airway to Sage, widening to six lanes, federal, RDA, and Measure I fund allocations are anticipated;

SR 62 realignment, long term project, Remembrance Park to Inca/Hopi, federal, state, RDA and Measure I fund allocations are anticipated.

### **Affordable Housing Program**

Agency Housing Assistance Programs - The Agency will evaluate program alternatives for providing financial housing assistance via programs such as the Mortgage Assistance Program to assist very low, low or moderate-income households through grants for down payments and closing costs, Home Improvement grants to assist very low and low-income homeowners in improvement of their property, and work with privately funded housing programs such as Habitat for Humanity to encourage the construction of ownership units. Completion of this project would eliminate blighted residential properties in the Project Area and create decent, safe, and sanitary affordable housing.

The Agency will continue with its efforts towards the development of new affordable housing units within the Town, as a continuation of the Senior Housing Project. In working with the selected development team, the Agency will complete necessary plans to apply for Federal HUD, state tax credit, and HOME funds made available through the County of San Bernardino.

### **REQUIREMENTS REGARDING COMPLIANCE WITH SECTION 33080.1(c)**

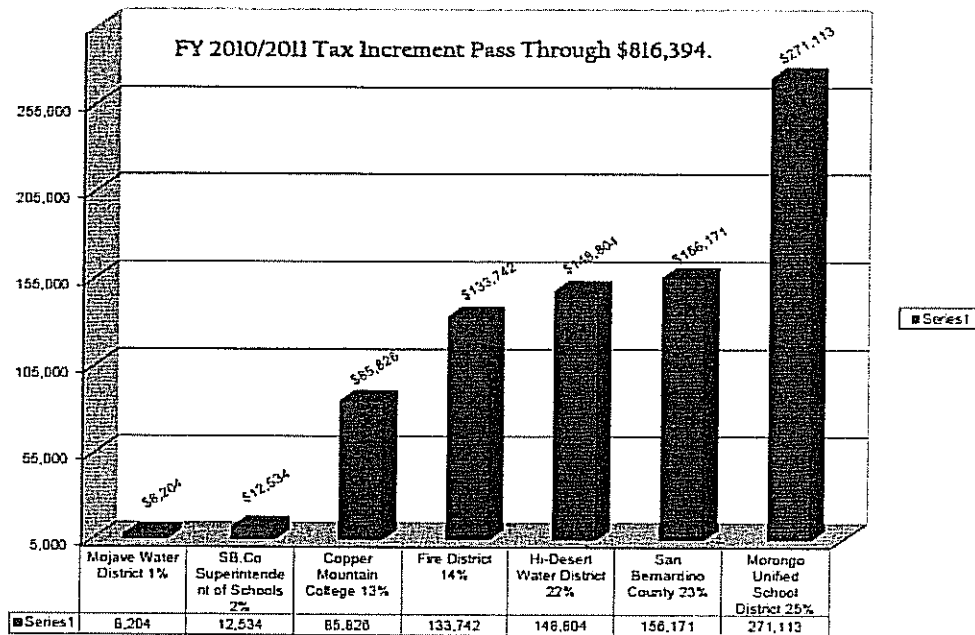
As a part of the annual reporting requirements, the Health & Safety Code stipulates that the Agency will report on very specific activity of the Agency in relation to the expenditure(s) of the low and moderate income housing fund (mandatory 20% set-a-side).

- 1 The Yucca Valley Redevelopment Agency displaced no individual or families from their units during the reporting period.

- 2 The Yucca Valley Redevelopment Agency anticipates displacing no individuals or families within any of the income categories.
- 3 There were no units, within any of the income categories for individuals and families, which were removed from the housing market during the reporting period as part of a redevelopment agency project.
- 4 No units were constructed within Project Area No. 1 which are restricted to low and moderate income housing needs and are required by agreement or ordinance to be made available at affordable costs.
- 5 For fiscal year 2010/2011, the Agency received approximately \$2,128,307 in increment. Therefore, approximately \$425,661 constituted increment for the low & moderate fund. Because the increment is pledged to bonded indebtedness, the increment is passed to the trustee for bonded indebtedness payments, and the low & moderate fund contains prior accrued increment and interest.
- 6 The total costs for planning and general administrative costs for the low-moderate housing fund during the reporting period were approximately \$192,617. These costs include Redevelopment Agency Low-Mod Operation costs, as well as the costs incurred during the year for the Sr. Housing Project.

**33080.5: REQUIREMENTS REGARDING COMPLIANCE WITH SEC. 33080.1 (b).**

- 1 The amount of outstanding indebtedness of the agency and each project area was \$10,115,000.
- 2 The amount of tax increment property tax revenues generated in the Agency and in each project area was \$2,128,307.
- 3 The amount of tax increment revenues paid to a taxing agency pursuant to subdivision (b) of Section 33401 was \$816,393. Including the payment to the Supplemental Educational Revenue Augmentation Fund (SERAF), the total paid was \$947,474.



- 4 The financial transaction report required pursuant to Section 53891 of the Government Code is attached.
- 5 No other information is deemed necessary.

**33080.7. ADDITIONAL REQUIREMENTS REGARDING COMPLIANCE WITH SEC. 33080.1(C): EXCESS SURPLUS: LOW AND MODERATE INCOME HOUSING FUND**

For the purposes of compliance with subdivision (c) of Section 33080.1 and in addition to the requirements of Section 33080.4, the description of the agency's activities shall identify the amount of excess surplus, as defined in Section 33334.10, which has accumulated in the agency's Low and Moderate Income Housing Fund. Of the total excess surplus, the description shall also identify the amount that has accrued to the Low and Moderate Income Housing Fund during each fiscal year. This component of the annual report shall also include any plan that is required and reported by subdivision (c) of Section 33334.10.

For the fiscal year ending June 30, 2011 there were no excess funds in the LMI program. The Agency is underway with a development project for low/moderate income

housing in the project area. It is anticipated that, subject to the pending RDA Supreme Court ruling, this project will be continue during fiscal year 2011/2012, and that a component of any such development will require the use of a substantial amount of the existing funds in the low/moderate income housing fund.

**Yucca Valley Redevelopment Agency  
Property Report  
Fiscal Year 2010/2011**

*Property report (describes properties owned by the agency and those acquired in the previous fiscal year), Health and Safety Code Section 33080.4*

**New Properties:** The following listed properties were purchased during Fiscal Year 2010/2011 by the Agency:

Assessor Parcel Numbers: 595-361-021 (Partial) and 595-371-011  
North West Corner of Dumosa and SR 62  
Total Purchase Price: \$940,000  
3.81 +/- acres of vacant land

**Disposition of Existing Properties:**

The following properties were transferred from the Agency to the Town of Yucca Valley.

Assessor Parcel Numbers: 586-321-11, 12, 13, 14 & 15  
Total Purchase Price: \$500,000  
2.11 acres of vacant land and .34 acres containing a 1,360 square foot vacant commercial structure  
Acquired by Agency in FY 2009/2010

Assessor Parcel Numbers: 586-101-08 & 09  
Total Purchase Price: \$305,000  
.48 total acres containing a 3,843 square foot vacant commercial building  
Acquired by Agency in FY 2009/2010

Assessor Parcel Numbers: 586-322-04 & 05  
Total Purchase Price: \$126,092  
.72 acres of vacant land  
Acquired by Agency in FY 2009/2010

APNs 586-321-01, 02, 16, & 17, for approximately .738 acres.  
Vacant lands, acquired by Agency in 2005/2006

Assessor Parcel Numbers: 595-162-08 & 09  
Total Purchase Price: \$1,630,000  
2.6 total acres containing a 7,322 square foot vacant commercial building and an adjacent vacant parcel  
Acquired by Agency in FY 2009/2010



**Existing Properties**

The Redevelopment Agency owns the following properties.

APN# 0601-193-21: Housing Program Lease  
Residential Duplex structure, acquired by the Agency in 1994

APN# 0601-193-20: Housing Program Lease  
Residential Duplex structure, acquired by the Agency in 1994

APN# 0601-161-12: Housing Program Lease  
Residential Duplex structure, acquired by the Agency in 1994

APN# 0601-161-27: Housing Program Lease  
Residential Duplex structure, acquired by the Agency in 1994

APN# 0601-161-28: Housing Program Lease  
Residential Duplex structure, acquired by the Agency in 1994

**Yucca Valley Redevelopment Agency  
Loan Report  
Fiscal Year 2010/2011**

*Loan report (identifies loans (receivable) which equal or exceed \$50,000 and that were found by the agency during the previous fiscal year to have either defaulted or not complied with the terms of the agreements approved by the Agency), Health and Safety Code Section 33080.*

The Yucca Valley Redevelopment Agency has not issued any loans which fit the criteria of exceeding \$50,000 and that were found to have defaulted or not complied with the terms of the loan agreement.

**Yucca Valley Redevelopment Agency  
Housing Activities Report  
Fiscal Year 2010/2011**

*Housing Activities Report, Health and Safety Code Sections 33080.4 and Section 33080.7*

During the reporting period, fiscal year 2010/2011, the Yucca Valley Redevelopment Agency did not displace or move from their dwelling units as part of a redevelopment project, any non-elderly and elderly households, including very low income households, other lower income households, and person and families of moderate income.

During the present fiscal year, the Agency projects will not require the displacement of any individuals from their dwellings as part of a redevelopment project. Subsequently, it is not necessary to prepare or adopt a replacement-housing plan for each project area.

During the previous fiscal year, the Redevelopment Agency did not destroy or remove any dwelling units housing very low-income households, other lower income households, and persons and families of moderate income.

During the previous fiscal year, 2010/2011 the Redevelopment Agency did not complete any work that resulted in the creation of covenants or other restrictions that limit the occupancy to any age group, including elderly persons and families. And the only income restrictions that exist are those that are applicable to the expenditure of Low and Moderate Income (LMI) funds.

All properties formerly acquired and rehabilitated by the Agency have remained occupied during the previous fiscal year by low and moderate income individuals and/or families.

The LMI fund was not used for off-sited improvement costs, during this reporting period, fiscal year 2010/2011.

The LMI fund was not used for infrastructure costs during this reporting period, fiscal year 2010/2011.

Approximately \$16,387 were expended for planning and general administrative costs associated with the necessary support for the Senior Housing Project.

There are no contracts for future construction of LMI housing that were funded during the reporting period. The Agency entered into an agreement for the future construction of affordable housing units for the property located at the north-west corner of SR 62 and Dumosa Avenue (Senior Housing Project).

There are approximately \$200,000 excess LMI funds that will be expended for the development of the 75-unit Senior Housing Project as it moves forward to construction.

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**YUCCA VALLEY  
REDEVELOPMENT AGENCY  
(A component unit of the Town of Yucca Valley)**

**Financial Statements and  
Supplemental Data**

**For the year ended June 30, 2011**

**(With Independent Auditor's Report Thereon)**

**DRAFT**

**Yucca Valley Redevelopment Agency  
Financial Statements and Supplemental Data  
For the year ended June 30, 2011**

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Agency Board  
Yucca Valley Redevelopment Agency  
Yucca Valley, California

*Independent Auditor's Report*

We have audited the accompanying financial statements of the governmental activities and each major fund of Yucca Valley Redevelopment Agency (the Agency), a component unit of the Town of Yucca Valley, California, as of and for the year ended June 30, 2011, which collectively comprise the Agency's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Agency's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Yucca Valley Redevelopment Agency, as of June 30, 2011, and the respective changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

During the year under audit, the Agency adopted Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

Management has omitted Management's Discussion and Analysis and the budgetary comparison data that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

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In accordance with *Government Auditing Standards*, we have also issued our report dated September 8, 2011, on our consideration of the Yucca Valley Redevelopment Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

September 8, 2011



Yucca Valley Redevelopment Agency  
Statement of Net Assets  
June 30, 2011

**DRAFT**

	<u>Governmental Activities</u>
<b>Assets</b>	
Cash and investments	\$ 8,865,282
Cash with fiscal agent	743,203
Receivables:	
Property taxes	3,907
Interest	9,990
Notes	12,311
Land held for resale	1,658,552
Deferred charges	293,758
Capital assets not being depreciated:	
Land	<u>1,879,806</u>
 Total assets	 <u>13,466,809</u>
 <b>Liabilities</b>	
Accounts payable and accrued expenses	810,921
Interest payable	39,693
Long-term liabilities:	
Due within one year	180,000
Due in more than one year	<u>9,659,227</u>
 Total liabilities	 <u>10,689,841</u>
 <b>Net assets</b>	
Invested in capital assets	1,879,806
Restricted for:	
Community development	<u>897,162</u>
 Total net assets	 <u><u>\$ 2,776,968</u></u>

*The accompanying notes are an integral part of these financial statements*

Yucca Valley Redevelopment Agency  
Statement of Activities  
For the year ended June 30, 2011

**DRAFT**

	Governmental Activities
<b>Program expenses</b>	
Governmental activities:	
General government	\$ 340,331
Community development	279,290
Low and moderate housing	192,617
Interest on long-term debt	579,595
Total program expenses	1,391,833
<b>General revenues</b>	
Taxes:	
Tax increment, net	1,311,914
Intergovernmental, unrestricted	20,703
Investment income	45,076
Total general revenues	1,377,693
Change in net assets	(14,140)
Net assets, beginning of year	2,791,108
Net assets, end of year	\$ 2,776,968

*The accompanying notes are an integral part of these financial statements.*

**Yucca Valley Redevelopment Agency  
Balance Sheet  
Governmental Funds  
June 30, 2011**

**DRAFT**

	Special Revenue	Debt Service	Capital Projects	Total Governmental Funds
<b>Assets</b>				
Cash and investments	\$ 1,881,486	\$ 1,454,688	\$ 5,529,108	\$ 8,865,282
Cash with fiscal agent	-	743,203	-	743,203
Receivables:				
Property taxes	-	-	-	-
Interest	2,120	1,639	6,231	9,990
Notes	12,311	-	-	12,311
Due from other governments	-	3,907	-	3,907
Advance to other funds	636,679	-	-	636,679
Land held for resale	-	1,658,552	-	1,658,552
	<b>\$ 2,532,596</b>	<b>\$ 3,861,989</b>	<b>\$ 5,535,339</b>	<b>\$ 11,929,924</b>
 <b>Liabilities and fund balances</b>				
Liabilities:				
Accounts payable	\$ 120,286	\$ 683,073	\$ -	\$ 803,359
Accrued payroll	-	7,562	-	7,562
Advance from other funds	-	636,679	-	636,679
	120,286	1,327,314	-	1,447,600
 Fund balances:				
Nonspendable	648,990	1,658,552	-	2,307,542
Restricted for:				
Low and moderate housing	1,763,320	-	-	1,763,320
Debt service	-	876,123	-	876,123
Community development	-	-	5,535,339	5,535,339
	2,412,310	2,534,675	5,535,339	10,482,324
Total fund balances	<b>2,412,310</b>	<b>2,534,675</b>	<b>5,535,339</b>	<b>10,482,324</b>
Total liabilities and fund balances	<b>\$ 2,532,596</b>	<b>\$ 3,861,989</b>	<b>\$ 5,535,339</b>	<b>\$ 11,929,924</b>

*The accompanying notes are an integral part of these financial statements.*

**Yucca Valley Redevelopment Agency  
 Reconciliation of the Balance Sheet of Governmental Funds  
 to the Statement of Net Assets  
 June 30, 2011**

**DRAFT**

Fund balances of governmental funds	\$ 10,482,324
Amounts reported for governmental activities in the Statement of Net Assets are different because:	
Capital assets are not financial resources, therefore, they are excluded from the governmental financial statements.	1,879,806
Long-term liabilities are not due and payable in the current period and, accordingly, are not reported as liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Assets.	
Bonds payable	(10,115,000)
Deferred loss on refunding	171,711
Bond discount	104,062
Accrued interest payable for the current portion of interest due on long-term liabilities has not been reported in the governmental funds.	(39,693)
Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred in the funds.	
Deferred charges	293,758
Net assets of governmental activities	\$ 2,776,968

*The accompanying notes are an integral part of these financial statements.*

**Yucca Valley Redevelopment Agency**  
**Statement of Revenues, Expenditures and Changes**  
**in Fund Balances**  
**For the year ended June 30, 2011**

**DRAFT**

	Special Revenue	Debt Service	Capital Projects	Total Governmental Funds
<b>Revenues</b>				
Tax increment	\$ -	\$ 2,128,307	\$ -	\$ 2,128,307
Intergovernmental	-	20,703	-	20,703
Investment income	8,223	10,362	26,491	45,076
<b>Total revenues</b>	<u>8,223</u>	<u>2,159,372</u>	<u>26,491</u>	<u>2,194,086</u>
<b>Expenditures</b>				
Current:				
General government	-	1,280,331	-	1,280,331
Community development	192,617	-	137,329	329,946
Debt service:				
Principal	-	175,000	-	175,000
Interest and fiscal charges	-	566,265	-	566,265
Supplemental ERAF shift	-	131,081	-	131,081
Pass-through payments	-	816,393	-	816,393
<b>Total expenditures</b>	<u>192,617</u>	<u>2,969,070</u>	<u>137,329</u>	<u>3,299,016</u>
Excess of revenues over (under) expenditures	<u>(184,394)</u>	<u>(809,698)</u>	<u>(110,838)</u>	<u>(1,104,930)</u>
<b>Other financing sources (uses)</b>				
Transfers in	434,688	65,626	-	500,314
Transfers out	<u>(65,626)</u>	<u>(434,688)</u>	<u>-</u>	<u>(500,314)</u>
<b>Total other financing sources (uses)</b>	<u>369,062</u>	<u>(369,062)</u>	<u>-</u>	<u>-</u>
<b>Net change in fund balances</b>	184,668	(1,178,760)	(110,838)	(1,104,930)
Fund balances, beginning of year	<u>2,227,642</u>	<u>3,713,435</u>	<u>5,646,177</u>	<u>11,587,254</u>
<b>Fund balances, end of year</b>	<u>\$ 2,412,310</u>	<u>\$ 2,534,675</u>	<u>\$ 5,535,339</u>	<u>\$ 10,482,324</u>

*The accompanying notes are an integral part of these financial statements.*

**Yucca Valley Redevelopment Agency**  
**Reconciliation of the Statement of Revenues, Expenditures and**  
**Changes in Fund Balances of Governmental Funds to the**  
**Statement of Activities**  
**For the year ended June 30, 2011**

DRAFT

Net change in fund balances of governmental funds \$ (1,104,930)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of such assets is capitalized. 940,000

The repayment of the principal of long-term debt consumes the current financial resources of governmental funds. This transaction, however, does not have an effect on net assets.

Principal payments on debt 175,000

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest expense	500
Amortization of:	
Loss on refunding	(9,765)
Cost of issuance	(10,880)
Bond discount	(4,065)
	(14,710)

Change in net assets of governmental activities \$ (14,140)

*The accompanying notes are an integral part of these financial statements.*

**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**

**DRAFT**

**Note 1: Summary of significant accounting policies**

The following is a summary of the significant accounting policies of the Yucca Valley Redevelopment Agency (the Agency):

(a) *Reporting entity*

The Agency was created by Ordinance No. 37 of the Yucca Valley Town Council, adopted September 3, 1992. The Agency was established pursuant to the Community Redevelopment Law of California. Project Area No. 1 was adopted as of August 6, 1993. The specific goal of the Project is to eliminate the many instances of visual, economic, physical and social blight within the project area. Therefore, all of the Agency's assets are restricted by the Community Redevelopment Law for the purpose of redevelopment (the elimination of blight). In addition, the Agency is a component unit of the Town of Yucca Valley as determined by applying the criteria set forth in GASBS No. 14, as amended by GASBS No. 39.

(b) *Measurement focus and basis of accounting*

The basic financial statements of the Agency are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

*Government-wide financial statements*

Government-wide financial statements display information about the reporting government as a whole, except for its fiduciary activities. These statements include separate columns for the governmental and business-type activities of the primary government (including its blended component units), as well as its discretely presented component units. The Yucca Valley Redevelopment Agency has no business-type activities or discretely presented component units or fiduciary activities. Eliminations have been made in the Statement of Activities so that certain allocated expenses are recorded only once (by function to which they were allocated). However, general government expenses have not been allocated as indirect expenses to the various functions of the Agency. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Government-wide financial statements are presented using the *economic resources measurement focus* and the *accrual basis of accounting*. Under the economic resources measurement focus, all (both current and long-term) economic resources and obligations of the reporting government are reported in the government-wide financial statements. The basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements.

Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of GASB Statement No. 33.

**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**

**DRAFT**

**Note 1: Summary of significant accounting policies (continued)**

*(b) Measurement focus and basis of accounting (continued)*

Program revenues include charges for services and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as expenditures. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as another financing source. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as expenditures.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in the government-wide financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements.

*Fund financial statements*

The underlying accounting system of the Agency is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the government's governmental, proprietary, and fiduciary funds are presented after the government-wide financial statements. These statements display information about major funds individually and nonmajor funds in the aggregate for governmental and enterprise funds. Fiduciary statements include financial information for fiduciary funds and similar component units. Fiduciary funds primarily represent assets held by the Agency in a custodial capacity for other individuals or organizations. The Agency has no nonmajor funds, enterprise funds, or fiduciary funds.

*Governmental funds*

In the fund financial statements, governmental funds and agency funds are presented using the *modified-accrual basis of accounting*. Their revenues are recognized when they become *measurable and available* as net current assets.



Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011

DRAFT

**Note 1: Summary of significant accounting policies (continued)**

(b) *Measurement focus and basis of accounting (continued)*

*Measurable* means that the amounts can be estimated, or otherwise determined. *Available* means that the amounts were collected during the reporting period or soon enough thereafter to be available to finance the expenditures accrued for the reporting period. The Agency uses a sixty-day availability period.

Revenue recognition is subject to the *measurable* and *available* criteria for the governmental funds. *Exchange transactions* are recognized as revenues in the period in which they are earned (i.e., the related goods or services provided). *Locally imposed derived tax revenues* are recognized as revenues in the period in which the underlying exchange transaction upon which they are based takes place. *Imposed nonexchange transactions* are recognized as revenues in the period for which they were imposed. If the period of use is not specified, they are recognized as revenues when an enforceable legal claim to the revenues arises or when they are received, whichever occurs first. *Government-mandated and voluntary nonexchange transactions* are recognized as revenues when all applicable eligibility requirements have been met.

In the fund financial statements, governmental funds are presented using the *current financial resources measurement focus*. This means that only current assets and current liabilities are generally included on their balance sheets. The reported fund balance (net current assets) is considered to be a measure of "available spendable resources." Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Noncurrent portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus. Special reporting treatments are used to indicate, however, that they should not be considered "available spendable resources," since they do not represent net current assets. Recognition of governmental fund type revenues represented by noncurrent receivables are deferred until they become current receivables. Noncurrent portions of long-term receivables are offset by fund balance reserve accounts.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by noncurrent liabilities. Amounts expended to acquire capital assets are recorded as *expenditures* in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as *another financing source* rather than as a fund liability. Amounts paid to reduce long-term indebtedness are reported as fund expenditures.

When both restricted and unrestricted resources are combined in a fund, expenses are considered to be paid first from restricted resources, and then from unrestricted resources.

**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**

**DRAFT**

**Note 1: Summary of significant accounting policies (continued)**

*(c) Major funds*

The following funds are presented as major funds in the accompanying basic financial statements:

*Special Revenue – Low and Moderate Housing Fund* – To account for the required 20% set aside of property tax increments that is legally restricted for increasing or improving housing for low and moderate income households.

*Debt Service – Redevelopment Debt Service Fund* – To account for the accumulation of resources for the payment of debt service for bond principal, interest, trustee fees and the payment of support services.

*Capital Projects – Redevelopment Capital Projects Fund* – To account for the bond proceeds, interest and other funding that will be used for development, planning, construction and land acquisition.

*(d) Relationship to the Town of Yucca Valley*

The Yucca Valley Redevelopment Agency is an integral part of the reporting entity of the Town of Yucca Valley (the Town). The funds of the Agency have been included within the scope of the comprehensive annual financial report of the Town because the Town is financially accountable. Only the funds of the Agency are included herein and these financial statements, therefore, do not purport to represent the financial position or results of operations of the Town of Yucca Valley, California.

*(e) Tax increment revenue*

The Agency has no power to levy and collect taxes, and any legislative property tax de-emphasis might necessarily reduce the amount of tax revenues that would otherwise be available to pay the principal of, and interest on, loans from the Town of Yucca Valley. Broadened property tax exemptions could have a similar effect. Conversely, any increase in the tax rate or assessed valuation, or any reduction or elimination of present exemptions would necessarily increase the amount of tax revenues that would be available to pay principal and interest on tax allocation bonds or loans from the Town.

The following table details the Agency's property tax calendar:

Lien date	January 1
Levy date	March 1
Due dates	November 1 and February 1
Collection dates	December 10 and April 10

The County of San Bernardino bills and collects the property taxes and remits them to the Agency in installments during the year.

**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**

**DRAFT**

**Note 1: Summary of significant accounting policies (continued)**

*(f) Investments*

GASB Statement No. 31 establishes fair value standards for investments in participating interest earning investment contracts, external investment pools, equity securities, option contracts, stock warrants and stock rights that have readily determinable fair values. Accordingly, the Agency reports its investments at fair value in the balance sheet. All investment earnings, including changes in the fair value of investments, is recognized as revenue in the operating statement.

The Agency pools cash and investments of all funds. Each fund's share in this pool is displayed in the accompanying financial statements as *cash and investments*. Investment income earned by the pooled investments is allocated to the various funds based on each fund's average cash and investment balance.

*(g) Use of estimates*

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenue and expenditures during the reporting period.

*(h) Fund equity*

Beginning with the current fiscal year, the Agency implemented GASBS No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- Nonspendable – amounts that are not in a spendable form (such as inventory) or are required to be maintained intact.
- Restricted – amounts constrained to specific purposes by their providers (such as grantors, bondholders and higher levels of government), through constitutional provisions or by enabling legislation.
- Committed – amounts constrained to specific purposes by a government itself, using the highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest level action to remove or change the constraint.
- Assigned – amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority.
- Unassigned – amounts that are for any purpose; positive amounts are reported only in a general fund.

The Town Council, acting as the Agency's Board, establishes (and modifies or rescinds) fund balance commitments by passage of an ordinance or resolution.

**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**

**DRAFT**

**Note 2: Cash and investments**

The Town's Treasurer maintains a cash and investment pool used by all funds of the Town and by certain component units of the Town, including the Agency. The Agency does not own specifically identifiable securities of the Town's pool. The Agency's portion of this pool is reported on the financial statements as "cash and investments." Investment policies and associated risk factors applicable to Agency's funds are those of the Town and are included in the Town's comprehensive annual financial report.

Cash and investments are reported as follows:

Statement of net assets	
Cash and investments	\$ 8,865,282
Cash with fiscal agents	743,203
Total	\$ 9,608,485

Cash and investments held by the Agency consist of the following at June 30, 2011:

Town of Yucca Valley investment pool	\$ 8,865,282
Money market funds	743,203
Total cash and investments held by Agency	\$ 9,608,485

*Investments authorized by the California Government Code and the Agency's investment policy*

The table below identifies the *investment types* that are authorized for the Agency by the California Government Code and the Agency's investment policy. The table also identifies certain provisions of the California Code (or the Agency's investment policy, if more restrictive) that address *interest rate risk* and *concentration of credit risk*. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the Agency, rather than the general provisions of the California Government Code or the Agency's investment policy.

Investment types authorized by investment policy	Maximum maturity*	Maximum percentage of portfolio*	Maximum investment in one issuer*
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Commercial Paper	180 days	15%	10%
Negotiable Certificates of Deposit	5 years	20%	None
Money Market Mutual Funds	N/A	20%	None
Local Agency Investment Fund	N/A	None	None

\*Based on state law requirements or investment policy requirements, whichever is more restrictive.

**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**

**DRAFT**

**Note 2: Cash and investments (continued)**

*Investments authorized by debt agreements*

Investment of debt proceeds held by bond trustees are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the Agency's investment policy. The table below identifies the *investment types* that are authorized for investments held by bond trustees. The table also identifies certain provisions of these debt agreements that address *interest rate risk* and *concentration of credit risk*.

Authorized investment type	Maximum maturity	Maximum percentage allowed	Maximum investment in one issuer
U.S. Treasury Obligations	None	None	None
U.S. Agency Securities	None	None	None
Banker's Acceptances	180 days	None	None
Commercial Paper	270 days	None	None
Money Market Mutual Funds	N/A	None	None
Repurchase/Investment Agreements	None	None	None
Investment Contracts	None	None	None
Local Agency Investment Fund	N/A	None	None
FHA Obligations Guaranteed by U.S. Government	None	None	None
Federal Funds	180 days	None	None
Negotiable Certificates of Deposit	180 days	None	None
Time Deposits	180 days	None	None
FDIC Insured Deposits	None	None	None
Debt Obligations	None	None	None

*Disclosure relating to interest rate risk*

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the Agency manages its exposure to interest rate risk is by purchasing a combination of shorter-term and longer-term investments and by limiting cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**

DRAFT

**Note 2: Cash and investments (continued)**

Information about the sensitivity of the fair values of the Agency's investments (including investments held by bond trustee) to market interest rate fluctuations is provided by the following table that shows the distribution of the Agency's investments by maturity:

Investment type	Remaining maturity (in months)			
	12 or less	13 to 24	25 to 60	More than 60
Town of Yucca Valley investment pool	\$ 8,865,282	\$ 8,865,282	\$ -	\$ -
Held by bond trustee:				
Money market funds	<u>743,203</u>	<u>743,203</u>	<u>-</u>	<u>-</u>
<b>Totals</b>	<b><u>\$ 9,608,485</u></b>	<b><u>\$ 9,608,485</u></b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>

*Disclosure relating to credit risk*

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the Agency's investment policy, or debt agreements, and the actual rating as of year end for each investment type.

Investment type		Minimum legal rating	Exempt from disclosure	Rating as of year end	
				Aa	Not rated
Town of Yucca Valley investment pool	\$ 8,865,282	N/A	\$ -	\$ -	\$ 8,865,282
Held by bond trustee:					
Money market funds	<u>743,203</u>	A	<u>-</u>	<u>743,203</u>	<u>-</u>
<b>Totals</b>	<b><u>\$ 9,608,485</u></b>		<b><u>\$ -</u></b>	<b><u>\$ 743,203</u></b>	<b><u>\$ 8,865,282</u></b>

*Concentration of credit risk*

The investment policy of the Agency contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There were no investments in any one issuer (other than U.S. Treasury securities, mutual funds or external investment pools) that represent 5% or more of total Agency investments for the year ended June 30, 2011.

**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**

**DRAFT**

**Note 2: Cash and investments (continued)**

*Custodial credit risk*

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the Agency's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provisions for deposits.

The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure Agency deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. As of June 30, 2011, the Agency (as a participant in the Town of Yucca Valley's pooled cash) did not have deposits with financial institutions in excess of federal depository insurance limits held in collateralized account(s).

For investments identified herein as held by bond trustee, the bond trustee selects the investment under the terms of the applicable trust agreement, acquires the investment, and holds the investment on behalf of the reporting government.

*Investment in State Investment Pool*

The Agency is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the Agency's investment in this pool is reported in the accompanying financial statements at amounts based upon the Agency's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which is recorded on an amortized cost basis.

**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**



**Note 3: Long-term liabilities**

Long-term liability activity for the year ended June 30, 2011 was as follows:

	Beginning balance	Additions	Reductions	Ending balance	Due within one year
2008 Tax Allocation Revenue Bonds	\$ 10,290,000	\$ -	\$ (175,000)	\$ 10,115,000	\$ 180,000
Subtotal on bonds payable	10,290,000	-	(175,000)	10,115,000	180,000
Plus(less) deferred amounts:					
For deferred loss on refunding	(181,476)	-	9,765	(171,711)	-
For issuance discount	(108,127)	-	4,065	(104,062)	-
Total bonds payable	<u>\$ 10,000,397</u>	<u>\$ -</u>	<u>\$ (161,170)</u>	<u>\$ 9,839,227</u>	<u>\$ 180,000</u>

*2008 Tax Allocation Bonds*

In May 2008, the Agency issued Yucca Valley Redevelopment Project Area No. 1 Tax Allocation Bonds, Series of 2008, in the aggregate principal of \$10,625,000.

The bonds are dated May 1, 2008 and are in denominations of \$5,000 and bear interest at rates ranging from 3.10% to 5.75%. Principal is payable annually on June 1, beginning on June 1, 2009. Interest is payable semi-annually on June 1 and December 1. The bonds mature between the time frames of June 1, 2009 and June 1, 2038 in amounts ranging from \$165,000 to \$695,000. Per the bond indenture, a reserve of \$738,500 is required to be maintained. At June 30, 2011, the balance held in the reserve account was \$743,203.

The bonds were issued to refund on a current basis the \$1,730,000 Yucca Valley Redevelopment Agency, 1995 Tax Allocation Bonds Series A and on an advanced basis the \$2,665,000 Yucca Valley Redevelopment Agency, 2004 Tax Allocation Revenue Bonds. The bonds were also issued to fund redevelopment activities within and for the benefit of the Redevelopment Project. A portion of the bond proceeds from the sale were placed in an irrevocable trust to be used to service the future debt service requirements of the old debt.

The reacquisition price exceeded the net carrying amount of the old debt by \$195,306. This amount is being netted against the new debt and being amortized over the remaining life of the 1995 Tax Allocation Bonds Series A refunded debt. The advance refunding resulted in a decrease in debt service payments over the next 27 years of \$580,972 and resulted in an economic gain of \$464,786.



**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**



**Note 3: Long-term liabilities (continued)**

*Pledged revenues*

The Agency has pledged 100% of future tax increment revenue (less amounts payable by or required to be set aside by the Agency under any pass-through agreements and by the amount required to be set aside for low and moderate housing as required by the California Health and Safety Code) as security for the *2008 Tax Allocation Bonds* in the amount of \$22,149,957 (total principal and interest at issuance). The pledge is considered outstanding for the duration of the debt service requirements. Total pledged revenues for the fiscal year ended June 30, 2011, totaled \$2,128,307 with the required debt service amount of \$737,703 (principal and interest paid in the fiscal year ended June 30, 2011).

*Debt service requirements to maturity*

The annual requirements to amortize outstanding long-term liabilities of the Agency as of June 30, 2011 are as follows:

<u>Year ending June 30</u>	<u>Principal</u>	<u>Interest</u>
2012	\$ 180,000	\$ 555,702
2013	190,000	548,142
2014	195,000	540,162
2015	205,000	531,582
2016	215,000	522,358
2017-2021	1,245,000	2,440,528
2022-2026	1,620,000	2,068,365
2027-2031	2,115,000	1,567,950
2032-2036	2,795,000	889,813
2037-2039	1,355,000	117,874
Totals	<u>\$ 10,115,000</u>	<u>\$ 9,782,476</u>

**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**



**Note 4: Transfers in and out**

Transfers in and out for the year ended June 30, 2011 were as follows:

<u>Transfer from</u>	<u>Transfers to</u>	<u>Amount</u>
Low and Moderate Housing Fund	Debt Service Fund	\$ 65,626
Debt Service Fund	Low and Moderate Housing Fund	<u>434,688 (a)</u>
Total transfers		<u>\$ 500,314</u>

(a) Transfer was made from the Redevelopment Debt Service Fund to the Low and Moderate Housing Fund, which represents the 20% set aside, required to be recorded in the Low and Moderate Income Housing Fund.

**Note 5: Capital assets**

Capital asset activity for the year ended June 30, 2011, was as follows:

	<u>Beginning balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending balance</u>
Capital assets, not being depreciated:				
Land	<u>\$ 939,806</u>	<u>\$ 940,000</u>	<u>\$ -</u>	<u>\$ 1,879,806</u>

Capital assets (including infrastructure) are recorded at cost where historical records are available and at an estimated historical cost where no historical records exist. Contributed capital assets are valued at their estimated fair market value at the date of the contribution. Generally, capital asset purchases in excess of \$5,000 are capitalized if they have an expected useful life of three years or more.

Capital assets include additions to public domain (infrastructure) consisting of certain improvements including roads, streets, sidewalks, medians, and storm drains.

The following schedule summarizes capital asset useful lives:

Improvements	10-66 years
Buildings	20-50 years
Vehicles	8 years
Furniture and Equipment	3-25 years
Infrastructure	20-99 years

Depreciation has been provided using the straight-line method over the estimated useful life of the asset in the government-wide financial statements.

**Yucca Valley Redevelopment Agency  
Notes to the Basic Financial Statements  
For the year ended June 30, 2011**

**DRAFT**

**Note 6: Advances**

Advances to and from as of June 30, 2011 were as follows:

<u>Advances to</u>	<u>Advances from</u>	<u>Amount</u>
Debt Service Fund	Low and Moderate Housing Fund	<u>\$ 636,679</u>

The advance from the Low and Moderate Housing Fund to the Debt Service Fund was to fund the required Supplemental Educational Revenue Augmentation Fund property tax shift required by the State of California (see note 8).

**Note 7: Notes receivable**

In November 2008, the Agency executed a note receivable with the Morongo Basin Unity Home (the Home) in the amount of \$15,000. The Home is to use the proceeds of the note to fund the final renovation needed to complete a transitional housing project which serves to provide assistance to victims and children of domestic violence. The note bears an interest rate of 2.7% and is payable in annual installments beginning in November 2009 with final payment due in November 2018. The balance at June 30, 2011 is \$12,311.

**Note 8: Supplemental Educational Revenue Augmentation Fund**

On July 24, 2009, the State Legislature passed Assembly Bill (AB)X4-26, which requires redevelopment agencies statewide to deposit a total of \$2.05 billion of property tax increment in county "Supplemental" Educational Revenue Augmentation Funds (SERAF) to be distributed to meet the State's Proposition 98 obligations to schools. The SERAF revenue shift of \$2.05 billion will be made over two years, \$1.7 billion in fiscal year 2009-2010 and \$350 million in fiscal year 2010-2011. The SERAF would then be paid to school districts and the county offices of education which have students residing in redevelopment project areas, or residing in affordable housing projects financially assisted by a redevelopment agency, thereby relieving the State of payments to those schools. The Agency's share of this revenue shift was \$636,679 for fiscal year 2009-2010 and \$131,081 for fiscal year 2010-2011. Payments are to be made by May 10 of each respective fiscal year. In response to ABX4-26, the Agency funded the SERAF payment due in May 2010 with the Low/Mod Housing Fund.

The California Redevelopment Association (CRA) is the lead petitioner on a lawsuit to invalidate ABX4-26, similar to last year's successful lawsuit challenging the constitutionality of AB 1389. CRA filed the lawsuit on October 20, 2009. The lawsuit asserted that the transfer of property tax increment to the SERAF is not permitted under Article XVI, Section 16 of the California Constitution. The complaint also asserted impairment of contract and gift of public funds arguments. While the State made adjustments in ABX4-26 to address the constitutional issues raised by the Superior Court over last year's lawsuit challenging AB 1389, the Agency, along with the CRA and other California redevelopment agencies, believe that the SERAF remains unconstitutional. In May 2010, the Superior Court upheld the legality of ABX4-26. In August 2010, the CRA filed an appeal with the Third District Court.

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Agency Board  
Yucca Valley Redevelopment Agency  
Yucca Valley, California

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

We have audited the financial statements of the governmental activities and each major fund of the Yucca Valley Redevelopment Agency (the Agency), a component unit of the Town of Yucca Valley, California, as of and for the year ended June 30, 2011, which collectively comprise the Agency's basic financial statements and have issued our report thereon dated September 8, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

***Internal Control Over Financial Reporting***

In planning and performing our audit, we considered the Agency's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a misstatement of the Agency's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

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***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Agency's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Such provisions included those provisions of laws and regulations identified in the *Guidelines for Compliance Audits of California Redevelopment Agencies*, issued by the State Controller and as interpreted in the *Suggested Auditing Procedures for Accomplishing Compliance Audits of California Redevelopment Agencies*, issued by the Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, Agency Board, and others within the entity, and is not intended to be and should not be used by anyone other than these specified parties.

September 8, 2011

Town Of Yucca Valley Redevelopment Agency

Redevelopment Agencies Financial Transactions Report

General Information

Fiscal Year 2011

Members of the Governing Body	Last Name	First Name	Middle Initial
Chairperson	Huntington	George	
Member	Abel	Merl	
Member	Rowe	Dawn	
Member	Lombardo	Robert	
Member	Hageman	Isaac	
Member			
Member			
Member			
Member			

Mailing Address  
 Street 1 57090 Twenty-Nine Palms Highway  
 Street 2  
 City Yucca Valley State CA Zip 92284-  
 Phone (760) 369-7207  Is Address Changed?

Agency Officials	Last Name	First Name	Middle Initial	Phone
Executive Director	Nuaimi	Mark		(760) 369-7207
Fiscal Officer	Yakimow	Curtis		(760) 369-7207
Secretary	Anderson	Jamie		(760) 369-7207
Report Prepared By		Independent Auditor		
Firm Name		Rogers, Anderson, Malody and Scott		
Last	Manno	Manno		
First	Scott	Scott		
Middle Initial				
Street	290 North D Street, Suite 300	290 North D Street, Suite 300		
City	San Bernardino	San Bernardino		
State	CA	CA		
Zip Code	92401-	92401-		
Phone	(909) 889-0871	(909) 889-0871		

**Agency Name: \_\_\_\_\_**  
**Redevelopment Agencies Financial Transactions Report**

**Achievement Information (Unaudited)**

Fiscal Year                      2011

Indicate Only Those Achievements Completed During the Fiscal Year of this Report as a Direct Result  
of the Activities of the Redevelopment Agency.

Please provide a description of the agency's  
activities/ accomplishments during the past  
year.  
*(Please be specific, as this information will be  
the basis for possible inclusion in the  
publication.)*

Activity Report

Enter the amount of square  
footage completed this year by  
building type and segregated by  
new or rehabilitated construction.

Square Footage Completed

New  
Construction

Rehabilitated



Commercial Buildings



Industrial Buildings



Public Buildings



Other Buildings



Total Square Footage

Enter the Number of Jobs Created  
from the Activities of the Agency



Types Completed



A=Utilities B=Recreation C=Landscaping D=Sewer/ Storm E=Streets/ Roads  
F=Bus/Transit

Town Of Yucca Valley Redevelopment Agency  
 Redevelopment Agencies Financial Transactions Report

Audit Information

Fiscal Year 2011

Was the Report Prepared from Audited Financial Data, and Did You Submit a Copy of the Audit?

Yes

If compliance opinion includes exceptions, state the areas of non-compliance, and describe the agency's efforts to correct.

Indicate Financial Audit Opinion

Unqualified

If Financial Audit is not yet Completed, What is the Expected Completion Date?

If the Audit Opinion was Other than Unqualified, State Briefly the Reason Given

Yes

Was a Compliance Audit Performed in Accordance with Health and Safety Code Section 33080.1 and the State Controller's Guidelines for Compliance Audits, and Did You Submit a Copy of the Audit?

Unqualified

Indicate Compliance Audit Opinion

Unqualified



**Town Of Yucca Valley Redevelopment Agency  
Redevelopment Agencies Financial Transactions Report**

Project Area Report

Fiscal Year    2011

Project Area Name

Yucca Valley Project Area

Please Provide a Brief Description of the Activities for this Project Area During the Reporting Year.

Activity Report

<p>Forwarded from Prior Year ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Enter Code for Type of Project Area Report</p> <p style="margin-left: 20px;">P = Standard Project Area Report</p> <p style="margin-left: 20px;">L = Low and Moderate Income Housing Fund</p> <p style="margin-left: 20px;">O = Other Miscellaneous Funds or Programs</p> <p>Does the Plan Include Tax Increment Provisions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Date Project Area was Established (MM-DD-YY) <input type="text" value="8/5/1993"/></p> <p>Most Recent Date Project Area was Amended <input type="text"/></p> <p>Did this Amendment Add New Territory? <input type="text"/></p> <p>Most Recent Date Project Area was Merged <input type="text"/></p> <p>Will this Project Area be Carried Forward to Next Year? <input type="text" value="Yes"/></p> <p>Established Time Limit : <input type="text" value="2043"/></p> <p>Repayment of Indebtedness (Year Only) <input type="text" value="2033"/></p> <p>Effectiveness of Plan (Year Only) <input type="text" value="2013"/></p> <p>New Indebtedness (Year Only) <input type="text" value="2,385"/></p> <p>Size of Project Area in Acres <input type="text" value="20.0"/></p> <p>Percentage of Land Vacant at the Inception of the Project Area <input type="text" value="80.0"/></p> <p>Health and Safety Code Section 33320.1 (xx.x%) <input type="text"/></p> <p>Percentage of Land Developed at the Inception of the Project Area <input type="text" value="80.0"/></p> <p>Health and Safety Code Section 33320.1 (xx.x%) <input type="text"/></p> <p>Objectives of the Project Area as Set Forth in the Project Area Plan <input type="text" value="RCP"/></p> <p><i>(Enter the Appropriate Code(s) in Sequence as Shown)</i></p>	<p>A = Administrative Fund</p> <p>M = Mortgage Revenue Bond Program</p> <p>S = Proposed (Survey) Project Area</p>
---	---

R = Residential    I = Industrial    C = Commercial    P = Public    O = Other

Town Of Yucca Valley Redevelopment Agency  
Redevelopment Agencies Financial Transactions Report

Assessed Valuation Data

Fiscal Year 2011

Project Area Name

Yucca Valley Project Area

Frozen Base Assessed Valuation  
Increment Assessed Valuation  
Total Assessed Valuation

214,157,116

223,335,866

437,492,982

**Town Of Yucca Valley Redevelopment Agency**  
**Redevelopment Agencies Financial Transactions Report**

Pass-Through / School District Assistance

Fiscal Year

2011

Project Area Name

Yucca Valley Project Area

Tax Increment Pass Through Detail

Other Payments

Amounts Paid To Taxing Agencies Pursuant To:

H & S Code Section 33401

H & S Code Section 33676

H & S Code Section 33607

Total

H & S Code Section 33445

H & S Code Section 33445.5

County	156,171			\$156,171		
Cities				\$0		
School Districts	283,646			\$283,646		
Community College Districts	85,826			\$85,826		
Special Districts	290,749			\$290,749		
Total Paid to Taxing Agencies	\$816,392	\$0	\$0	\$816,392	\$0	\$0
Net Amount to Agency				\$1,311,914		
Gross Tax Increment Generated				2,128,306		

Agency Name: \_\_\_\_\_  
 Redevelopment Agencies Financial Transactions Report

Capital Improvement Detail

Fiscal Year	2011	Description	Name of Taxing Agency	Amount	Code Section
Project Area Name					

**Town Of Yucca Valley Redevelopment Agency  
Redevelopment Agencies Financial Transactions Report**

**Summary of the Statement of Indebtedness - Project Area**

Fiscal Year	2011
Project Area Name	Yucca Valley Project Area
Tax Allocation Bond Debt	19,897,451
Revenue Bonds	
Other Long Term Debt	
City/County Debt	5,946,791
Low and Moderate Income Housing Fund	25,890,422
Other	52,687,252
Total	\$104,421,916
Available Revenues	3,721,734
Net Tax Increment Requirements	\$100,700,182

Town Of Yucca Valley Redevelopment Agency

Redevelopment Agencies Financial Transactions Report

Agency Long-Term Debt

Fiscal Year

2011

Project Area Name

Yucca Valley Project Area

Forward from Prior Year	
Bond Type	Tax Allocation Bonds
Year of Authorization	2008
Principal Amount Authorized	10,625,000
Principal Amount Issued	10,625,000
Purpose of Issue	financing
Maturity Date Beginning Year	2009
Maturity Date Ending Year	2038
Principal Amount Unmatured Beginning of Fiscal Year	\$10,290,000
Adjustment Made During Year	
Adjustment Explanation	
Interest Added to Principal	
Principal Amount Issued During Fiscal Year	
Principal Amount Matured During Fiscal Year	175,000
Principal Amount Defeased During Fiscal Year	
Principal Amount Unmatured End of Fiscal Year	\$10,115,000
Principal Amount In Default	
Interest In Default	

Bond Types Allowed:

Tax Allocation Bonds; Revenue Bonds; Certificates of Participation; Tax Allocation Notes; Financing Authority Bonds; City/County Debt; U.S; State; Loans; Lease Obligations; Notes; Deferred Pass-Throughs; Deferred Compensation; Other

Agency Name: \_\_\_\_\_

**Redevelopment Agencies Financial Transactions Report**

Non-Agency Long-Term Debt

Fiscal Year

2011

Project Area Name

Forward from Prior Year

Bond Type

Year of Authorization

Principal Amount Authorized

Principal Amount Issued

Purpose of Issue

Maturity Date Beginning Year

Maturity Date Ending Year

Principal Amount Unmatured Beginning of Fiscal Year

Adjustment Made During Year

Adjustment Explanation

Principal Amount Issued During Fiscal Year

Principal Amount Matured During Fiscal Year

Principal Amount Released During Fiscal Year

Principal Amount Unmatured End of Fiscal Year

Principal Amount in Default

Interest in Default

Bond Types Allowed:

Mortgage Revenue; Industrial Development; Commercial Revenue Bond; Certificate of Participation

**Town Of Yucca Valley Redevelopment Agency  
 Redevelopment Agencies Financial Transactions Report**

**Statement of Income and Expenditures - Revenues**

Fiscal Year 2011  
 Project Area Name Yucca Valley Project Area

	Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	Total
Tax Increment Gross <i>(Include All Apportionments)</i>		2,128,306			\$2,128,306
Special Supplemental Subvention					\$0
Property Assessments					\$0
Sales and Use Tax					\$0
Transient Occupancy Tax					\$0
Interest Income	26,491	10,363	8,223		\$45,077
Rental Income					\$0
Lease Income					\$0
Sale of Real Estate					\$0
Gain on Land Held for Resale					\$0
Federal Grants					\$0
Grants from Other Agencies					\$0
Bond Administrative Fees					\$0
Other Revenues		20,702			\$20,702
<b>Total Revenues</b>	\$26,491	\$2,159,371	\$8,223	\$0	\$2,194,085



Town Of Yucca Valley Redevelopment Agency  
 Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures - Expenditures

Fiscal Year 2011

Project Area Name Yucca Valley Project Area

	Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing	Special Revenue/Other	Total
Administration Costs		314,006	2,962		\$316,968
Professional Services	120	26,324	13,426		\$39,870
Planning, Survey, and Design			176,229		\$176,229
Real Estate Purchases		940,000			\$940,000
Acquisition Expense					\$0
Operation of Acquired Property					\$0
Relocation Costs					\$0
Relocation Payments					\$0
Site Clearance Costs					\$0
Project Improvement / Construction Costs	137,209				\$137,209
Disposal Costs					\$0
Loss on Disposition of Land Held for Resale					\$0

Town Of Yucca Valley Redevelopment Agency  
 Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures - Expenditures

Fiscal Year 2011

Project Area Name Yucca Valley Project Area

	Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing	Special Revenue/Other	Total
Decline in Value of Land Held for Resale					\$0
Rehabilitation Costs					\$0
Rehabilitation Grants					\$0
Interest Expense		566,265			\$566,265
Fixed Asset Acquisitions					\$0
Subsidies to Low and Moderate Income Housing					\$0
Debt Issuance Costs					\$0
Other Expenditures Including Pass-Through Payment(s)		947,474			\$947,474
Debt Principal Payments:					
Tax Allocation Bonds and Notes		175,000			\$175,000
Revenue Bonds, Certificates of Participation, Financing Authority Bonds					\$0
City/County Advances and Loans					\$0
All Other Long-Term Debt					\$0
Total Expenditures	\$137,329	\$2,959,069	\$192,617	\$0	\$3,299,015
Excess (Deficiency) Revenues over (under) Expenditures	(\$110,838)	(\$809,698)	(\$184,394)	\$0	(\$1,104,930)

Town Of Yucca Valley Redevelopment Agency

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures - Other Financing Sources

Fiscal Year

2011

Project Area Name

Yucca Valley Project Area

	Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing	Special Revenue/Other	Total
Proceeds of Long-Term Debt					\$0
Proceeds of Refunding Bonds					\$0
Payment to Refunded Bond Escrow Agent					\$0
Advances from City/County					\$0
Sale of Fixed Assets					\$0
Miscellaneous Financing Sources (Uses)					\$0
Operating Transfers In		65,626	434,688		\$434,688
Tax Increment Transfers In					
Operating Transfers Out			65,626		\$65,626
Tax Increment Transfers Out		434,688			\$434,688
<i>(To the Low and Moderate Income Housing Fund)</i>					
Total Other Financing Sources (Uses)	\$0	(\$369,062)	\$369,062	\$0	\$0

Town Of Yucca Valley Redevelopment Agency

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures - Other Financing Sources

Fiscal Year

2011

Project Area Name

Yucca Valley Project Area

Capital Project Funds	Debt Service Funds	Low/Moderate Income Housing	Special Revenue/Other	Total
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Excess (Deficiency) of Revenues and Other Financing Sources over Expenditures and Other Financing Uses

	(\$110,838)	(\$1,178,760)	\$184,668	\$0	(\$1,104,930)
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Equity, Beginning of Period

	\$5,646,177	\$3,713,435	\$2,227,642	\$0	\$11,587,254
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Prior Period Adjustments

					\$0
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Residual Equity Transfers

					\$0
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Equity, End of Period

	\$5,535,339	\$2,534,675	\$2,412,310	\$0	\$10,482,324
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Town Of Yucca Valley Redevelopment Agency  
 Redevelopment Agencies Financial Transactions Report

Balance Sheet - Assets and Other Debts

	Capital Projects Funds		Debt Service Funds		Low/Moderate Income Housing Funds		Special Revenue/Other Funds		General Long-Term Debt		General Fixed Assets		Total
Assets and Other Debts													
Cash and Imprest Cash	5,529,108		1,454,688		1,881,486								\$8,865,282
Cash with Fiscal Agent			743,203										\$743,203
Tax Increments Receivable			3,906										\$3,906
Accounts Receivable													\$0
Accrued Interest Receivable	6,231		1,640		2,120								\$9,991
Loans Receivable					12,311								\$12,311
Contracts Receivable													\$0
Lease Payments Receivable													\$0
Unearned Finance Charge													\$0
Due from Capital Projects Fund													\$0
Due from Debt Service Fund					636,679								\$636,679
Due from Low/Moderate Income Housing Fund													\$0
Due from Special Revenue/Other Funds													\$0

Town Of Yucca Valley Redevelopment Agency  
 Redevelopment Agencies Financial Transactions Report

Balance Sheet - Assets and Other Debits

Fiscal Year	2011	Balance Sheet - Assets and Other Debits						Total
		Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	General Long-Term Debt	General Fixed Assets	
Investments								\$0
Other Assets			1,658,552					\$1,658,552
Investments: Land Held for Resale								\$0
Allowance for Decline in Value of Land Held for Resale								\$0
Fixed Assets: Land, Structures, and Improvements								\$0
Equipment								\$0
Amount Available In Debt Service Fund								\$0
Amount to be Provided for Payment of Long-Term Debt						10,115,000		\$10,115,000
Total Assets and Other Debits		\$5,535,339	\$3,861,989	\$2,532,596	\$0	\$10,115,000	\$0	\$22,044,924

(Must Equal Total Liabilities, Other Credits, and Equities)

Town Of Yucca Valley Redevelopment Agency  
 Redevelopment Agencies Financial Transactions Report

Balance Sheet - Liabilities and Other Credits

Fiscal Year	2011	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	General Long-Term Debt	General Fixed Assets	Total
<b>Liabilities and Other Credits</b>								
Accounts Payable			690,635	120,286				810,921
Interest Payable								\$0
Tax Anticipation Notes Payable								\$0
Loans Payable								\$0
Other Liabilities								\$0
Due to Capital Projects Fund								\$0
Due to Debt Service Fund			636,679					636,679
Due to Low/Moderate Income Housing Fund								\$0
Due to Special Revenue/Other Funds								\$0
Tax Allocation Bonds Payable						10,115,000		\$10,115,000
Lease Revenue, Certificates of Participation Payable, Financing Authority Bonds								\$0
All Other Long-Term Debt								\$0
<b>Total Liabilities and Other Credits</b>		\$0	\$1,327,314	\$120,286	\$0	\$10,115,000		\$11,562,600

Town Of Yucca Valley Redevelopment Agency  
 Redevelopment Agencies Financial Transactions Report

Balance Sheet - Liabilities and Other Credits

Fiscal Year	2011	Capital Projects Funds	Debt Service Funds	Low/Moderate Income Housing Funds	Special Revenue/Other Funds	General Long-Term Debt	General Fixed Assets	Total
<b>Equities</b>								
<b>Investment In General Fixed Assets</b>								
Fund Balance Reserved			876,123	648,990				\$1,525,113
Fund Balance Unreserved-Designated								\$0
Fund Balance Unreserved-Undesignated	5,535,339		1,658,552	1,763,320				\$8,957,211
<b>Total Equities</b>	<b>\$5,535,339</b>		<b>\$2,534,675</b>	<b>\$2,412,310</b>	<b>\$0</b>		<b>\$0</b>	<b>\$10,482,324</b>
<b>Total Liabilities, Other Credits, and Equities</b>								
	<b>\$5,535,339</b>	<b>\$3,861,989</b>	<b>\$2,532,596</b>	<b>\$0</b>	<b>\$10,115,000</b>	<b>\$0</b>		<b>\$22,044,924</b>



Town Of Yucca Valley Redevelopment Agency

Redevelopment Agencies Financial Transactions Report

Statement of Income and Expenditures - Summary, Combined Transfers In/Out

Fiscal Year	2011
Operating Transfers In	\$65,626
Tax Increment Transfers In	\$434,688
Operating Transfers Out	\$65,626
Tax Increment Transfers Out	\$434,688

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor and Town Council  
**From:** Alex Qishta, Project Engineer  
**Date:** January 11, 2012  
**For Council Meeting:** January 17, 2012

**Subject:** Contract Amendment No. 1 – RBF, Inc.  
SR 62 Widening from Palm Ave. to Airway Ave. – Town Project No. 8527  
Proposed amendment to compensation for additional tasks and services


**Prior Council Review:** None for this specific item. On August 9, 2007, Town Council awarded a contract to RBF Consulting, Inc. to complete preliminary assessment and environmental documentation (PA & ED) to widen SR62 from four to six lanes in the amount of \$747,004.

**Recommendation:** That the Town Council approves Amendment No. 1 of the Agreement for Professional Consulting Services with RBF Consultants, Inc., to provide additional required tasks and services specifically described in Consultant's Proposal dated January 10, 2012 and attached to the proposed amendment as Exhibit "A" increasing the total compensation under the Agreement for Professional Consulting Services by \$39,500, bringing the total compensation under the Agreement to \$786,504.

**Executive Summary:** The Project is highway improvement project to widen SR 62 from a four-lane roadway to a six-lane roadway to meet the Town's General Plan buildout conditions due to the increased traffic volume. At the Town Council meeting of October 18, 2011, the Town Council directed staff to return to the Town Council with a report outlining the alternatives, timelines, and costs associated with providing a mid-block access to SR 62 Outer Highway South, between Joshua Lane and Airway Avenue. Property and business owners along this segment of SR 62 Outer Highway South expressed concerns regarding accessibility changes resulting from the Caltrans required raised median island on Joshua Lane that will be constructed with the SR 62/247 median islands and signal upgrade project. Staff presented the report to the Town Council at the meeting of December 20, 2011. The Town Council directed staff to return with an amendment to the existing agreement with RBF to add the additional work necessary for the mid-block access.

**Order of Procedure:** Request Staff Report  
Request Public Comment  
Council Discussion/Questions of Staff  
Motion/Second

Reviewed By:

  
Town Manager

  
Town Attorney

\_\_\_\_\_  
Mgmt Services

\_\_\_\_\_  
SRS  
Dept Head

\_\_\_\_ Department Report  
 Consent

\_\_\_\_ Ordinance Action  
 Minute Action

\_\_\_\_ Resolution Action  
\_\_\_\_ Receive and File

\_\_\_\_ Public Hearing  
\_\_\_\_ Study Session

Discussion on Motion  
Call the Question (Roll Call Vote, Consent Agenda)

**Discussion:** The Town is in the PA & ED (preliminary assessment and environmental documentation) phase of a widening project from Palm Avenue to Airway Avenue. When completed, the plans will facilitate the widening of SR 62 from four lanes to six lanes and include a raised median island on those portions where no median island exists today. As currently scheduled, the PA & ED would be complete in February 2012. Preparation of Plans, Specifications, and Estimates (PS&E) is not currently budgeted.

The following amendments would be made to the plans that are currently being prepared.

1. Revise the design (preliminary) sheet(s)
2. Update the traffic analysis
3. Change the project description
4. Revise the environmental documentation
5. Revise the right of way requirements
6. Review drainage and grading impacts
7. Update cost and quantity estimates

The additional tasks are discussed in detail in Consultant's proposal which is attached to the proposed Amendment at Exhibit "A" and are summarized as follows.

1. Revised Preliminary Design Plans and Update PSR/PR  
Additional engineering support was required for ingress/egress mid-block on the south side of SR62 between SR247/Joshua Lane and Airway Avenue.  
Cost: \$14,900
2. Environmental Assessment and Documentation  
Update the environmental document (PEAR) to include the proposed improvements.  
Cost: \$10,500
3. Preliminary Drainage Report  
A preliminary drainage report will be prepared as a memorandum documenting any change to drainage patterns resulting from proposed project improvements.  
Cost: \$10,500
4. SWDR Update  
Modify the SWDR  
Cost: \$4,100

5. Traffic Operations Analysis and Report Update

Update the traffic analysis to determine the effect of revisions to the circulation system from the proposed improvements.

Cost: \$4,500

The above items are described in more detail in Consultant's proposal labeled Exhibit A, as well as a line item for additional reimbursable expenses associated with the required effort.

Consultant costs to modify to plans to adhere to the Caltrans directives are \$39,500.

**Alternatives:** No alternative action is recommended. The amendment is necessary to design of mid-block ingress/egress improvements as directed by Town Council.

**Fiscal impact:** Proposed Amendment No. 1 increases the cost of the PA&ED Phase from \$747,004 to \$786,504, which represents an increase of \$39,500. Funds will be appropriated with mid-year budget review from Fund 522, Measure I Major Arterials, which has a fund balance of \$782,602.

**Project Summary**

---

<b>Design Contract Cost</b>	
Current Contract Value	\$747,004
Contract Value with Amendment No. 1 (increase of \$39,500)	\$786,504
Contract paid to date	\$704,732
Remaining to be paid: PA & ED plus Amendment No. 1	\$ 81,772

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**Attachments:** Proposed First Amendment to Original Agreement

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES BETWEEN THE TOWN OF  
YUCCA VALLEY ("TOWN") AND RBF CONSULTING, INC.  
("CONSULTANT")**

RECITALS

1. On August 9, 2007, TOWN and CONSULTANT entered in an Agreement for Professional Consulting Services consisting of professional engineering services to prepare plans and specifications (PS&E) to widen SR62 from four to six lanes in the amount of \$747,004.
2. At the Town Council meeting of October 18, 2011, the Town Council directed staff to return to the Town Council with a report outlining the alternatives , timelines , and costs associated with providing a mid-block access to SR 62 Outer Highway South, between Joshua Lane and Airway Avenue.
3. Staff presented the report to the Town Council at the meeting of December 20, 2011. The Town Council directed staff to return with an amendment to the existing agreement with RBF to add the additional work necessary for the mid-block access.
4. CONSULTANT proposes Amendment No. 1, attached hereto as Exhibit "A", to the Agreement for Professional Consulting Services in the amount of \$39,500 for the cost to design a mid-block access to SR 62 Outer Highway., bringing the total compensation to \$786,504.
5. The total compensation to CONSULTANT as a result Amendments No. 1 to the original Agreement for Professional Consulting Services shall be \$786,504.

That certain Contract Services Agreement for Professional Consulting Services between the TOWN and CONSULTANT dated August 8, 2007 and attached herein is amended in the following respects only:

**Section 2.1. Compensation. is hereby amended to read:**

"Section 2.1. Compensation. Compensation to the CONSULTANT shall not exceed Seven Hundred Eighty Six Thousand Five Hundred and Four Dollars (\$786,504) for services including proposed PS&E services described in Consultant's Proposal dated January 10, 2012 and attached hereto as Exhibit "A".

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

Dated: January 17, 2012

For the Consultant

For the Town of Yucca Valley

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Steven J. Huff  
Senior Vice President

---

Mark Nuaimi  
Town Manager

---

Gary L. Warkentin  
Vice President

Approved as to Form

---

Lona N. Laymon  
Town Attorney



January 10, 2012

JN 10-104814  
(Amendment No. 1)

Mr. Shane Stueckle  
TOWN OF YUCCA VALLEY  
58928 Business Center Drive  
Yucca Valley, CA 92284

**Subject: SR-62 Widening Project mid-block ingress/egress between SR-247 and  
Airway Avenue**

Dear Shane:

RBF Consulting (RBF) is currently providing planning and engineering services for the improvements within Caltrans right of way (R/W) for State Route 62 (SR-62) in the Town of Yucca Valley (Town), California.

The following is a description of the additional tasks and services required for the completion and approval of the planned mid-block ingress/egress improvements that were not included in our existing contract agreement. Based on additional services requested by the Town, the following Scope of Services has been developed in order to prepare the SR-62 Ingress/egress mid-block improvement concepts, preliminary design plans, update the Project Study Report/Project Report (PSR/PR), cost estimates and quantities, environmental assessment and documentation, drainage analysis memorandum, storm water data report (SWDR) update, traffic analysis update, and to provide responses to Caltrans review cycles.

**1. Revise Preliminary Design Plans and Update PSR/PR**

RBF will provide engineering support for updating preliminary design plans for inclusion of a cul-de-sac for Twentynine Palms Outer Highway South at Joshua Lane and an ingress/egress mid-block on the south side of SR-62 between SR-247/Joshua Lane and Airway Avenue. A project description will be prepared in addition to up to two (2) mid-block ingress/egress exhibits to identify concepts for proposed improvements. This task also includes preparing exhibits and coordination to obtain conceptual approval with the Town for the identified concepts, and for responses to Town and Caltrans comments. Right-of-way impacts will be identified and summarized in the updated Right-of-Way Data Sheet (RWDS). A review of existing utilities that may be impacted will also be conducted and summarized in the Utility Information Sheet. Any nonstandard features will be documented in a Mandatory or Advisory Design Exception Fact Sheet.

**2. Environmental Assessment and Documentation**

The environmental document (PEAR) will be updated to include the proposed improvements as the project footprint will be increased, thus resulting in a larger project

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Alton Parkway, Irvine, CA 92618-2027 ■ P.O. Box 57057, Irvine, CA 92619-7057 ■ 949.472.3505 ■ Fax 949.330.4130

Offices located throughout California, Arizona & Nevada ■ www.RBF.com

footprint for impact determination. Project descriptions, study area, community data (per 2010 census), report updates, status of fire stations (open/closed), FEMA map flood zone updates, and project study exhibits will also be updated as part of this task.

### 3. Preliminary Drainage Report

A preliminary drainage report will be prepared as a memorandum documenting any change to drainage patterns resulting from the proposed project improvements. The memorandum will be included as an attachment to the drainage report that has been prepared for the balance of the widening project. The drainage design will be added to the layout plans. Hydrology calculations will be prepared and results will be summarized in the memorandum.

### 4. SWDR Update

RBF will determine a BMP strategy, modify the SWDR, and respond to agency comments. This task is based on SWDR latest PPDG dated July 2010. There may be changes due to the new Permit currently being decided. It is assumed that for this PAVED phase, the SWDR is being grandfathered in under the old permit and will not require extensive modifications to the SWDR. This task includes responses to Caltrans comments on the SWDR.

### 5. Traffic Operations Analysis and Report Update

RBF will update the traffic analysis to determine the effect of revisions to the circulation system from the proposed improvements. This task includes responses to Caltrans comments on the traffic analysis and report. The traffic impact analysis report will include updates for the following traffic scenarios:

- ❖ Current Year With Project Conditions;
- ❖ Design Year With Project Conditions;
- ❖ Horizon Year With Project Conditions.

## Compensation

Following is a summary of the additional budget requested to complete these tasks:

Task	Budget
1. Revise Preliminary Design Plans and Update PSR/PR	\$14,900
2. Environmental Assessment and Documentation	\$5,500
3. Preliminary Drainage Report	\$10,500
4. SWDR Update	\$4,100
5. Traffic Operations Analysis and Report Update	\$4,500
<b>Total Additional Budget Request</b>	<b>\$39,500</b>



Mr. Shane Stueckle  
January 10, 2012  
Page 3

Thank you for your consideration of this amendment request in the amount of \$39,500.  
Please contact me at (949) 855-3625, if you have any questions.

Sincerely,



Gary L. Warkentin  
Senior Vice President  
Transportation Planning

cc: Adrian Anderson

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EXHIBIT A - AMENDMENT 1  
 TASK/HOUR BREAKDOWN  
 TOWN OF YUCCA VALLEY  
 SR-82 - PALM AV TO AIRWAY AV MID-BLOCK INGRESS/EGRESS IMPROVEMENT SUPPORT SERVICES

1/10/2012  
 JN: 10-104814

TASK	DESCRIPTION	PROJECT DIRECTOR \$229 per hour		PROJECT MANAGER \$185 per hour		STRUCTURAL ENGINEER \$195 per hour		SENIOR ENGINEER/PLANNER \$163 per hour		PROJECT ENGINEER/PLANNER \$140 per hour		DESIGNER (CAD) \$118 per hour		TOTAL
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
PRELIMINARY ENGINEERING SUPPORT														
1.0	Review Preliminary Design Plans and Update PERPPR	0		0		0		0		0		0		
1.1	Conceptual design, coordination	0		1	\$185	0		2	\$163	0		0		\$1,455
1.2	ROW Right-of-Way, Impacts, update RWDS	0		0		0		0		4	\$5,680	12	\$1,410	\$2,000
1.3	Preliminary construction cost estimates, quantities	0		0		0		0		0		0		\$944
1.4	Design Exhibition Final Sheets	0		0		0		0		2	\$2,800	0		\$260
1.5	Comment responses, etc.	0		0		0		0		2	\$2,800	0		\$260
1.6	Prelim. design plans, PERPPR, agency coord., utility impacts, project description	0		2	\$390	0		4	\$502	18	\$2,520	55	\$6,400	\$8,000
Subtotal Task 1.0														\$14,000
2.0	Environmental Assessment and Documentation	0		1	\$185	0		0		0		1	\$118	\$3,500
3.0	Preliminary Onsite Report	0		0		0		2	\$326	32	\$4,512	40	\$4,720	\$10,500
4.0	SWDR Update	0		0		0		0		20	\$2,800	10	\$1,180	\$4,100
6.0	Traffic Operations Analysis and Transit Update	0		1	\$185	0		2	\$326	27	\$3,762	6	\$708	\$4,800
8.0	Reimbursable Expenses (assume absorbed by initial project budget)													\$0
TOTAL		0	\$0	5	\$915	0	\$0	10	\$1,632	32	\$4,512	140	\$16,578	\$28,900

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Alex Qishta, Project Engineer
Date: January 9, 2011
For Council Meeting: January 17, 2012

Subject: Church Street Improvements – Town Project No.8348
Approval of Plans and Specifications
Authorization to Advertise for Construction

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

Recommendation: That the Town Council adopts the Resolution, approves the plans and specifications for Project No. 8348, and authorizes the Town Clerk to advertise and receive bids.

Executive Summary: Town Council authorization to advertise construction of capital projects is sought prior to staff proceeding with the advertising process.

Order of Procedure:

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

Discussion: The Town of Yucca Valley was incorporated November 27, 1991. Upon incorporation the ownership of streets and right of way within the Town was "conveyed" to the Town of Yucca Valley by operation of law. Streets within the Town limits that were maintained by the County of San Bernardino at the time of Town incorporation became the "Town maintained street system" while streets not maintained by the County at time of incorporation remain outside the maintained system. Town policy (with occasional exceptions) provides that a street may be added to the Town maintained system only if it is first improved to Town standards.

This portion of Church Street is not part of the Town maintained system. With the exception of occasional grading on an emergency basis to make the road passable, the Town does not maintain Church Street. Church Street is in poor condition. There are

Reviewed By:

[Signature]
Town Manager

[Signature]
Town Attorney

Mgmt Services

SRS
Dept Head

- Department Report
Ordinance Action
[X] Resolution Action
Public Hearing
[X] Consent
Minute Action
Receive and File
Study Session

remnants of paving done some years ago prior to Town incorporation. Much of the road is unimproved dirt surface. The street has experienced significant storm water damage annually of varying degrees since prior to incorporation often rendering the street impassable for passenger vehicles and creating hazardous conditions for the traveling public.

The proposed street reconstruction project extends from Joshua Drive northerly to Onaga Trail and consists of constructing a 26 foot wide roadway surface with berm within a 60 foot right of way (30 feet each way from centerline). The newly constructed pavement will join any remnant of earlier pavement if it is good condition and the areas which are presently unimproved dirt will be paved.

Project 8348, is ready to advertise for bids, subject to final property acquisition. A "Notice Inviting Bids" and the Resolution authorizing advertisement are attached. The Town is completing the property acquisition process through the court system at this time.

Plans and specifications are on file in the Town Clerk's Office for review.

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

**Fiscal impact:** A total of \$167,000 is appropriated in the FY 2011/2012 adopted budget.

**Attachments:** Notice Inviting Bids  
Resolution No.

RESOLUTION NO.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF CHURCH STREET IMPROVEMENTS IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE TO RECEIVE BIDS.**

**WHEREAS,** it is the intention of the Town of Yucca Valley to construct certain improvements in the Town; and

**WHEREAS,** the Town has prepared plans and specifications for the construction of certain improvements.

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

**SECTION 1:** That the plans and specifications presented to this Town Council be and are hereby approved as the plans and specifications for: **CHURCH STREET IMPROVEMENTS, PROJECT NO.8348**

**SECTION 2:** That the Town Clerk is hereby authorized and directed to advertise as required by law for the receipt of sealed bids or proposals for doing of the work specified in the aforesaid plans and specifications, which said advertisement shall be in form and content as approved by the Town Attorney and a copy of this Resolution shall be contained in each specification package for the work.

**SECTION 3:** Notice inviting sealed bids or proposals shall be in substantial conformance to the following language subject to approval by the Town Engineer.

**"NOTICE INVITING SEALED BIDS OR PROPOSALS"**

Pursuant to a Resolution of the Town Council of the Town of Yucca Valley, directing this notice, **NOTICE IS HEREBY GIVEN** that the said Town of Yucca Valley will receive at the Office of the Town Clerk in the Town Hall of the Town of Yucca Valley, on or before the hour of 3:00 P.M. **on the FEBRUARY 28, 2012** sealed bids or proposals for the construction of:

**CHURCH STREET IMPROVEMENTS, PROJECT NO.8348**

in said Town.

Bids will be opened and publicly read immediately thereafter.

Bids must be made on a form provided for the purpose, addressed to the Town of Yucca Valley marked: Bid for Construction of:

**CHURCH STREET IMPROVEMENTS, PROJECT NO.8348**

**PREVAILING WAGE:** Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character

in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Town Clerk, 57090 29 Palms Highway, Yucca Valley, California, and are available to any interested party on request. The Town also shall cause a copy of such determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to the Town, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

§ 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- A. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- B. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, *ex-officio* the Administrator of

Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as a penalty to the Town, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code § 1773.8.

The bidder must submit with his proposal cash, cashier's check, certified check, or bidder's bond, payable to the Town for an amount equal to at least ten percent (10%) of the amount of said bid as a guarantee that the bidder will enter into the proposed contract if the same is awarded to him, and in event of failure to enter into such contract said cash, cashier's check, certified check, or bond shall become the property of the Town.

If the Town awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

The amount of the bond to be given to secure a faithful performance of the contract for said work shall be one hundred percent (100%) of the contract price thereof, and an additional bond in an amount equal to one hundred (100%) of the contract price for said work (except as otherwise modified in the General Provisions section of the contract documents) shall be given to secure the payment of claims for any materials or supplies furnished for the performance of the work contracted to be done by the Contractor, or any work or labor of any kind done thereon, and the Contractor will also be required to furnish a certificate that he carries compensation insurance covering his employees upon work to be done under contract which may be entered into between him and the said Town for the construction of said work.

No proposal will be considered from a Contractor who is not properly licensed as required by the Notice Inviting Bids at time of bid in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, § 7000, *et seq.*) and rules and regulations adopted pursuant thereto or to whom a proposal form has not been issued by the Town.

The work is to be done in accordance with the profiles, plans, and specifications of the Town of Yucca Valley on file in the Office of the Town Clerk. Copies of the plans and specifications will be furnished upon application to the Town and payment of \$45.00, said \$45.00 is nonrefundable.

Upon written request by the bidder, copies of the plans and specifications will be mailed when said request is accompanied by payment stipulated above, together with an additional non-reimbursable payment of \$20.00 to cover the cost of mailing charges and overhead.

The successful bidder will be required to enter into a contract satisfactory to the Town.

In accordance with the requirements of the General Provisions, as set forth in the Plans and Specifications regarding the work contracted to be done by the Contractor, the Contractor may, upon the Contractor's request and at the Contractor's sole cost and expense, substitute authorized securities in lieu of moneys withheld (performance retention).

The Town of Yucca Valley reserves the right to reject any and all bids.

ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

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



## NOTICE INVITING SEALED BIDS OR PROPOSALS

Pursuant to a Resolution of the Town Council of the Town of Yucca Valley, directing this notice, NOTICE IS HEREBY GIVEN that the said Town of Yucca Valley will receive at the Office of the Town Clerk in the Town Hall of the Town of Yucca Valley, on or before the hour of 3:00 o'clock P.M. on the 28<sup>th</sup> day of February, 2012, sealed bids or proposals for the Construction of:

### **Project No. 8348, Church Street Improvements**

in said Town. Bids will be opened and publicly read immediately thereafter.

Bids must be made on a form provided for the purpose, addressed to the Town of Yucca Valley marked: Bid for Construction of

### **Project No. 8348, Church Street Improvements.**

**PREVAILING WAGE:** Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Town Clerk, 57090 29 Palms Highway, Yucca Valley, California, and are available to any interested party on request. The Town also shall cause a copy of such determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to the Town, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

**SUBCONTRACTED WORK:** The name and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater,

must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by Town to be submitted may be submitted with the bid, or may be submitted to Town up to 24 hours after the deadline established herein for receipt of bids. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.

**INELIGIBLE SUBCONTRACTORS:** The successful bidder shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1999.1 or 1777.7 of the Labor Code.

**YOU MUST SUBMIT** with your proposal cash, cashier's check, certified check, or bidder's bond, payable to the Town of Yucca Valley in an amount equal to at least ten percent (10%) of the bid as a guarantee that the bidder will enter into the contract if the same is awarded to him, and in the event of failure to enter into such contract said cash, cashier's check, certified check, or bond shall become the property of the Town of Yucca Valley. If the Town of Yucca Valley awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied to the difference between the low bid and second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

The Contractor shall be required to post a bond in the amount of 100% of the contract price and a labor and material bond equal to 50% of the contract price. No proposal will be considered from a Contractor who is not licensed as a Class "A or C-12" contractor, at time of bid, or to whom a proposal form has not been issued by the Town of Yucca Valley.

The work is to be done in accordance with the plans and specifications on file in the Office of the Town Clerk. Copies of the plans and specifications will be furnished upon application to the Town and payment of **\$45.00** which sum is nonrefundable. Upon written request, copies of the plans and specifications will be mailed when said request is accompanied by payment stipulated above, together with a nonrefundable payment of **\$20.00** to cover mailing charges and overhead.

The Contractor may, upon the Contractor's request and the Contractor's sole cost and expense, substitute authorized securities in lieu of moneys withheld (performance retention).

The successful bidder will be required to enter into a contract satisfactory to the Town of Yucca Valley. The Town of Yucca Valley reserves the right to reject any and all bids, or to waive any irregularities in the bids.

By order of the Town Council this 17<sup>th</sup> day of January 2012.

By: \_\_\_\_\_  
Town Clerk  
Town of Yucca Valley

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Administrative Services Director  
**Date:** January 9, 2012  
**For Council Meeting:** January 17, 2012

**Subject:** Warrant Register January 17, 2012

**Recommendation:**

Ratify the Warrant Register total of \$ 753,717.14 for checks dated December 13-22, 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:**

Warrant Register No.29 dated December 13-22, 2011 total of \$ 753,717.14

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Reviewed By:

  
Town Manager

\_\_\_\_\_  
Admin. Services

  
Town Attorney

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Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

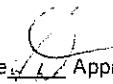
**WARRANT REGISTER # 29**  
**CHECK DATE - DECEMBER 13-22, 2011**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 35761 to # 35873 are valid

Checks # 35763, # 35772, #35812, # 35837, # 35848, # 35872 are included in RDA Warrant # 29

GENERAL FUND # 001	\$417,991.92
CENTRAL SUPPLIES FUND # 100	\$3,810.30
CUP DEPOSITS FUND # 200	\$15,830.00
COPS-SLESF FUND # 509	\$17,148.64
STATE CONSTRUCTION GRANT FUND # 513	\$7,540.00
AB2928 - TCRP FUND # 514	\$0.00
STREET MAINTENANCE FUND # 515	\$8,606.76
LTF FUND # 516	\$0.00
MEASURE I MAJOR ARTERIAL FUND # 522	\$8,037.79
MEASURE I -2010-2040 FUND # 524	\$229,098.79
PUBLIC LANDS FEDERAL GRANT FUND # 527	\$0.00
CA ENERGY COMMISSION ARRA FUND # 540	\$460.00
CMAQ FUND # 542	\$706.60
JERRY LEWIS PARK FUND # 551	\$20,265.18
CAPITAL PROJECTS RESERVE FUND # 800	<u>\$24,221.16</u>
<b>GRAND TOTAL</b>	<b><u><u>\$753,717.14</u></u></b>

Prepared by Shirlene Doten, Finance  Approved by Mark Nuaimi, Town Manager \_\_\_\_\_

Reviewed by: Curtis Yakimow, Admin Svc. Dir. \_\_\_\_\_

**Town of Yucca Valley****Warrant Register**

December 13-22, 2011

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
001		GENERAL FUND		
	35762	The Mallants Corp	Temporary Employment Svs.	\$894.40
	35764	Papa's Smokehouse BBQ, Inc.	Event Catering Expense	350.19
	35768	Papa's Smokehouse BBQ, Inc.	Event Catering Expense	400.00
	35769	Ace Alternators	Fleet Vehicle Maintenance	736.22
	35770	Action Pumping, Inc.	Septic Pumping Services	2,405.00
	35771	Addiction Medicine Consultants	Medical Testing Program	525.00
	35772	Aleshire & Wynder, LLC	11/1-17/11 Professional Service	6,236.00
	35773	Alliant Insurance Services	Special Events Insurance	252.49
	35774	Alsco/American Linen, Inc.	Facilities Maintenance Supplie	205.99
	35775	Arrowhead Mountain Water	Office Supplies	469.39
	35776	Avalon Urgent Care	Medical Screening Services	125.00
	35777	Boys & Girls Club	Community Contract 01-03/12	12,000.00
	35778	Hazel Bader	Contract Instructor	84.00
	35779	Barr Lumber, Inc.	Facilities Maintenance	29.83
	35780	Basin Wide Foundation	Membership Renewal	100.00
	35781	Big 5 Corp.	Recreation Program Expense	113.95
	35782	Kristine Bost	Contract Instructor	36.40
	35783	Carol Boyer	Contract Instructor	33.60
	35784	BSN Sports	Recreation Program Materials	105.73
	35785	California Assoc of Museums	Membership Renewal	150.00
	35786	Cactus Flower	Employee Recognition	52.80
	35787	CDW Government, Inc.	Technology Equipment	492.40
	35788	China Star USA	Museum Shop Merchandise	116.45
	35789	Clemons Demolition	Abatement Services	450.00
	35790	Janine Cleveland	Contract Instructor	94.50
	35791	Companion Animal Clinic	Veterinary Services	59.70
	35793	Cowboy Corral	Shelter Maintenance Supplies	452.55
	35794	J.W. Craig	Contract Instructor	77.00
	35795	Data Ticket	Citation Processing	432.62
	35796	Desert Mobile Home News	Museum Advertising	160.00
	35797	Desert Pacific Exterminators	Facilities Maintenance	49.00
	35798	Dept of Justice	Livescan Service	156.00
	35799	Farmer Bros. Co.	Office Supplies	124.41
	35800	FedEx	Delivery Service	35.28
	35801	Mae Fox	Contract Instructor	57.40
	35802	Deanna M. Gaines-Clark	Facility Rental Refund	200.00
	35803	Charles Garcia	Recreation Program Expense	50.00
	35805	Gem Guides Book Co.	Museum Shop Merchandise	138.36
	35806	Graphic Penguin	Web Site Maintenance	670.00
	35807	Joy Groves	Contract Instructor	344.40
	35808	Art Gutierrez	Sports Referee	66.00
	35809	Mary Hagerty-Severns	Contract Instructor	63.00
	35810	Totalfunds by Hasler	Postage	1,000.00
	35811	Hi-Desert Glass	Welcome Ctr.Maintenance	86.48
	35812	Hi-Desert Water	Water Service	2,592.35
	35813	Hi-Desert Publishing	Activity & Events Guide	4,520.18
	35814	Hi-Desert Star	Subscription Renewal	37.00
	35815	Inland Empire Stages Unlimited	Adult Trips Program	3,694.00

**Town of Yucca Valley****Warrant Register**

December 13-22, 2011

<b>Fund</b>	<b>Check # Vendor</b>	<b>Description</b>	<b>Amount</b>
	35816 Susan Jordan	Contract Instructor	203.00
	35817 Heather Kaczmarczk	Contract Instructor	469.00
	35818 Roger Keezer	Contract Instructor	68.60
	35819 Kinkle, Rodiger & Spriggs	Willison Litgation	111.50
	35820 John Mahany Plumbing Service	Facilities Maintenance	265.00
	35821 The Mallants Corp	Temporary Employment Svs.	1,609.92
	35823 Mity-Lite, Inc.	Table Replacement Project	4,300.17
	35824 Viva Nelson	Contract Instructor	21.00
	35825 NRO Engineering	Engineering Services	4,025.00
	35826 Oasis Office Supply	Office Supplies	760.47
	35827 Ole's Alignment & Brake	Vehicle Maintenance	20.00
	35828 Oriental Trading Co. Inc.	Recreation Program Expense	443.55
	35829 Pacific Telemanagement Svs.	Public Phone Service	82.64
	35830 Public Agency Retirement Services	Trust Administrator Svs.	300.00
	35831 Petty Cash-Michele Linzner	Miscellaneous Supplies	576.87
	35832 PlasticPlace	Maintenance Supplies	292.80
	35833 Pool & Spa Center	YVHS Pool Expense	67.58
	35834 Pro Security	Alarm System Service	340.00
	35835 Pro Video	Town Council Taping Svs.	330.00
	35837 Rogers,Anderson, Malody & Scott	Audit Services	1,076.00
	35839 Rene Robertson	Dog License Fee Refund	60.00
	35840 Ron's Automotive	Vehicle Maintenance	195.00
	35842 SBCO-Recorder	Notice of Completion Fees	42.00
	35844 SBCO - Hazardous Material Div	01-03/12 Hazardous Waste Svs.	6,920.00
	35845 SBCO - Information Services	11/11 Radio Access	2,037.00
	35846 SBCO Sheriff's Dept	12/11 Professional Services	313,820.20
	35847 Office of the County Recorder	Filing Fee	54.00
	35848 SCE	Electric Service	8,488.29
	35849 Beverly Schmuckle	Contract Instructor	39.20
	35850 Tony Soares	Museum Shop Merchandise	50.00
	35851 Southwest Networks, Inc.	Technology Hardware	9,610.18
	35852 Sprint	Phone Service	4.51
	35853 Stater Bros	Recreation Program Expense	68.44
	35854 Steve's Office Supply	Office Supplies	134.17
	35855 Tease Shirts	Recreation Program Expense	447.16
	35857 Trophy Express	Recreation & Sports Program Exp.	474.14
	35858 Delanford Truitt	Sports Referee	66.00
	35859 Unisource Worldwide, Inc.	Maintenance Supplies	1,366.24
	35860 Debi Varvi	Museum Event Talent	375.00
	35861 VCA Yucca Valley Animal Hospital	Veterinary Services	774.00
	35862 VCA Twentynine Palms Animal Hosp.	Museum Exhibit Veterinary Svs.	190.00
	35863 Verizon	Town Hall Campus Maint Contract	1,750.68
	35864 Verizon	Com Dev Campus Maint Contract	1,152.12
	35865 Verizon	Long Distance Service	206.70
	35866 Valley Independent	Printing Expense	274.17
	35867 Walmart Community	Shelter Supplies	875.73
	35868 Western National Parks Assoc.	Museum Shop Merchandise	210.50
	35870 Woods Auto Repair	Fleet Vehicle Repairs & Smog Svs.	338.81
	35871 Guy Wulf	Sports Referee	132.00

**Town of Yucca Valley**  
**Warrant Register**  
**December 13-22, 2011**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	35873	Yucca Valley Mirror & Glass	Community Center South Doors	3,918.76
	EFT	First Bank Card	Operating Supplies	1,255.19
	EFT	First Bank Card	Operating Supplies	1,912.55
	EFT	First Bank Card	Operating Supplies	968.26
	EFT	First Bank Card	Conference & Meeting Expense	2,025.17
	EFT	The Home Depot	Maintenance Supplies	514.20
	EFT	The Home Depot	Maintenance Supplies	353.38
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$417,991.92</b>
100	INTERNAL SERVICE FUND			
	35804	GE Capital Corporation	Copier Leases	\$3,810.30
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b>\$3,810.30</b>
200	DEPOSITS FUND			
	35825	NRO Engineering	Engineering Services	\$15,830.00
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$15,830.00</b>
509	COPS-SLESF GRANT FUND			
	35767	Verizon Wireless	Sheriff's Office Phone Svcs.	\$119.03
	35846	SBCO Sheriff's Dept	07-09/11 OT SLESF Grant	17,029.61
<b>Total 509</b>	<b>COPS-SLESF GRANT FUND</b>			<b>\$17,148.64</b>
513	AB2928-STATE CONSTRUCTION GRANT FUND			
	35869	Willdan Associates	TCRP Project	\$7,540.00
<b>Total 513</b>	<b>AB2928-STATE CONSTRUCTION GRANT FUND</b>			<b>\$7,540.00</b>
515	GAS TAX FUND			
	35769	Ace Alternators	Street Equipment Maintenance	\$169.56
	35812	Hi-Desert Water	Water Service	174.48
	35822	Match Corporation	Lucerne Vista & Pueblo Tr. Asphalt	3,254.40
	35836	Quality Street Services, Inc.	Street Sweeping Services	3,520.00
	35848	SCE	Electric Service	520.39
	35856	Tops n Barricades	Streets Signs & Supplies	855.54
	EFT	The Home Depot	Streets Signs & Supplies	112.39
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b>\$8,606.76</b>
522	MEASURE I MAJOR ARTERIAL FUND			
	35825	NRO Engineering	Engineering Services	\$920.00
	35838	RBF Consulting	Hwy 62 Widening Project	7,117.79
<b>Total 522</b>	<b>MEASURE I MAJOR ARTERIAL FUND</b>			<b>\$8,037.79</b>
524	MEASURE I - 2010-2040 FUND			
	35792	Counts Unlimited	Annual Traffic Census Count	\$7,435.00
	35825	NRO Engineering	11/12 Slurry Seal Project	879.32
	35841	Roy Allan Slurry Seal, Inc.	11/12 Slurry Seal Project	216,781.83
	35848	SCE	Electric Service	4,002.64
<b>Total 524</b>	<b>MEASURE I - 2010-2040 FUND</b>			<b>\$229,098.79</b>



**Town of Yucca Valley**  
**Warrant Register**  
December 13-22, 2011

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
540		CA ENERGY COMMISSION ARRA FUND		
	35825	NRO Engineering	Engineering Services	\$460.00
<b>Total 540</b>		<b>CA ENERGY COMMISSION ARRA FUND</b>		<b>\$460.00</b>
542		CMAQ FUND		
	35813	Hi-Desert Publishing	Hwy 62 Traffic Synch. Ad	\$246.60
	35825	NRO Engineering	Engineering Services	460.00
<b>Total 542</b>		<b>CMAQ FUND</b>		<b>\$706.60</b>
551		JERRY LEWIS PARK FUND		
	35765	RHA Landscape Architect	Southside Community Park Svs.	\$20,265.18
<b>Total 551</b>		<b>JERRY LEWIS PARK FUND</b>		<b>\$20,265.18</b>
800		CAPITAL PROJECT RESERVE FUND		
	35761	Hi-Desert Water District	Will Serve Letter	\$40.00
	35766	SBCO-Clerk/Board of Supervisors	Notice of Determination Filing Fee	2,101.50
	35813	Hi-Desert Publishing	Shelter Advertising	321.48
	35825	NRO Engineering	11/12 Slurry Seal Project	500.68
	35841	Roy Allan Slurry Seal, Inc.	11/12 Slurry Seal Project	19,163.50
	35843	SBCO-Clerk/Board of Supervisors	Notice of Determination Fee	2,094.00
<b>Total 800</b>		<b>CAPITAL PROJECT RESERVE FUND</b>		<b>\$24,221.16</b>
***		<b>Report Total</b>		<b><u>\$753,717.14</u></b>



**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Administrative Services Director  
Kathy Ainsworth, Sr. Accountant  
**Date:** January 5, 2012  
**For Council Meeting:** January 17, 2012

**Subject:** A resolution approving Pacific Western Bank as the Town's government business banking services provider

**Prior Council Review:** Town Council selection of PFF Bank in 2002. The Council reviewed this item at the meeting of December 20, 2011, and continued the item until the full Council could review the recommendation.

**Recommendation:** That the Town Council adopt the resolution approving the utilization of Pacific Western Bank as the Town's government business banking services provider.

**Order of Procedure:**

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

**Discussion:**

In 2002, the Town approved the utilization of Pomona First Federal Bank (PFF) as the primary business bank of the Town. This relationship continued until April 2009, when PFF failed and was subsequently sold to U.S. Bank in a Federal Deposit Insurance Company assisted transaction. The Town has been serviced by U.S. Bank since that time.

In October 2011, staff drafted and distributed a Request for Proposal (RFP) to provide government banking services. This RFP was posted on the Town's website and sent directly to interested firms. Four financial institutions submitted their proposals by the

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Reviewed By: *Curtis Yakimow* *Kathy Ainsworth* \_\_\_\_\_  
Town Manager Town Attorney Admin Services Dept Head

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

due date of November 3<sup>rd</sup>, 2011. Town staff evaluated each proposal in relation to the specifications identified in the RFP, including, but not limited to the following:

- *Services Provided*
- *On-line Banking Services*
- *Payroll Processing*
- *Disaster Recovery*
- *Local Access*
- *Cost of Service*
- *Earnings Credit*
- *Local Gov't Representative*

Based on these and other factors, staff evaluated each of the four submitted proposals, and scored the responses accordingly. The final rankings and average score of the submitted proposals were as follows:

<b>Proposal</b>	<b>Average Score</b>	<b>Rank</b>
Pacific Western Bank	111	1
Union Bank of CA	98.5	2
Chase Bank	96	3
U.S. Bank	79.5	4

While all of the submitted proposals met the majority of the Town's identified needs, Pacific Western Bank was the highest ranked institution based on two primary factors. Firstly, Pacific Western Bank was the only institution to offer their local branch manager as the primary point of contact for government services. All other respondents utilized a central governmental services office located outside of the Morongo Basin. Secondly, Pacific Western Bank offered to arrange for pick-up of the Town's courier bag as part of their normal banking services. Each of the other institutions contracted that activity out separately, at an additional cost. Finally, Pacific Western Bank offered an aggressive earnings credit for banking balances, thus reducing the potential cost of banking services to the Town.

Based on these factors, staff is recommending Pacific Western Bank as the financial institution to provide the Town's governmental business banking services.

**Alternatives:** Appoint another banking institution; reject all proposals submitted; or remain with U.S. Bank.

**Fiscal impact:** With a higher earnings rate, the Town is forecasting lower banking costs in the range of \$1,000 - \$2,000 annually, versus the \$4,000 costs incurred last fiscal year.

**Attachments:** Pacific Western Bank Authorizing Resolution

RESOLUTION NO. 12-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE TOWN TO UTILIZE PACIFIC WESTERN BANK FOR GOVERNMENTAL BUSINESS BANKING SERVICES.

WHEREAS, the Town of Yucca Valley desires to utilize the services of a commercial financial institution in the execution of the Town's day to day financial operations; and

WHEREAS, the Town desires to obtain these financial services at the lowest reasonable cost, and in the most efficient manner; and

WHEREAS, the Town issued a Request for Proposal for governmental business banking services, and subsequently evaluated each proposal in relation to the specifications identified in the Request for Proposal and ranked the proposals accordingly; and

WHEREAS, Pacific Western Bank was the highest ranked institution providing the required services in the most efficient manner at the lowest reasonable cost;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Yucca Valley approves and authorizes the Mayor or Town Manager to sign all required corporate documents necessary to authorize the Town to:

1. Deposit funds of the Town of Yucca Valley with Pacific Western Bank (the "Bank"), subject to the present and future rules and regulations of the Bank;
2. Execute checks, drafts, bills of exchange, acceptances, wires and other instruments and orders for the payment of money on behalf of the Town for the withdrawal of the Town's funds so deposited, including those checks and other instruments or orders for the payment of money drawn to the individual order of any such person signing the same, without further inquiry or regard to the authority of said person or the use of said checks or other instruments or orders for the payment of money, or the proceeds thereof; and
3. Give instruction with respect to the account(s) of the Town and to enter into agreement relating to the account(s) of the Town on behalf of the Town upon such terms and conditions as they deem appropriate.

BE IT FURTHER RESOLVED that the Town Council of the Town of Yucca Valley approves and authorizes each person listed below as an authorized signer on all of the accounts to be established with Pacific Western Bank, and that their name and signature appearing opposite his/her name is a genuine specimen signature of each such person:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Mark N. Nuaimi	Town Manager	_____
Shane R. Stueckle	Deputy Town Manager	_____

Curtis Yakimow  
Dawn M. Rowe  
Isaac Hagerman  
Merl Abel

Director of Admin Services  
Mayor  
Mayor Pro Tem  
Council Member

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AND ADOPTED this 17<sup>th</sup> day of January, 2012.

\_\_\_\_\_  
MAYOR

ATTEST

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

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jamie Anderson, Town Clerk
Date: January 12, 2012
For Council Meeting: January 17, 2012

Subject: Appointment of a Council Member to serve as the Primary member on the Mojave Desert Air Quality Management District

Prior Council Review: None for this particular action

Executive Summary: Council Members represent the Town of Yucca Valley on various regional Boards, Joint Powers Authorities (JPAs), and Ad-Hoc committees with local agencies.

Recommendation: Select a representative to the Mojave Desert Air Quality Management District, and direct the Town Clerk to notify the agency of the change in representation.

Order of Procedure:

- 1. Request Staff Report
2. Request Public Comment
3. Council Discussion/Questions of Staff
4. Motion/Second
5. Discussion on Motion
6. Call the Question (Voice Vote)

Discussion: The Town of Yucca Valley has representation from Council Members on San Bernardino Associated Governments (SANBAG), the Mojave Desert and Mountain Solid Waste JPA, the League of California Cities Desert Mountain Division, Morongo Basin Transit Authority (MBTA), Morongo Basin Regional Economic Development Consortium, and the Mojave Desert Air Quality Management District (MDAQMD).

It has been requested that a new representative be selected to serve as the Town's representative to the Mojave Desert Air Quality Management District.

Alternatives: Do not select representatives at this time, and schedule the item for a future agenda.

Reviewed By:

[Signature]
Town Manager

[Signature]
Town Attorney

Mgmt Services

[Signature]
Dept Head

X Department Report
Consent

Ordinance Action
Minute Action

Resolution Action
Receive and File

Public Hearing
Study Session

**Fiscal impact:** None to the Town, the Mojave Desert AQMD provides a stipend for attendance at their meetings to cover the cost of attendance.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Lesley Copeland, Administrative Assistant III
Date: January 10, 2012
For Council Meeting: January 17, 2012
Subject: Network Support Services – Professional Services Agreement

Recommendation: Authorize a six month extension through August 13, 2012 of the current contract with Southwest Networks, Inc. to provide professional network maintenance and computer services, and authorize the Town Manager to make any necessary non-substantive changes and sign all related documents in a form approved by the Town Attorney.

Order of Procedure:

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

Discussion: In August 2011, Town Council renewed the current network support services agreement, for an additional six months with the request for staff to submit a Request for Proposal (RFP) to solicit other vendors.

In November 2011, the Town of Yucca Valley completed an RFP process from qualified firms to provide professional network maintenance and computer services. The RFP was posted on the Town's website and available to local and non-local firms. The Town received four responses. Town staff evaluated each proposal in relation to the specifications identified in the RFP, including, but not limited to the following.

- Services and Support Provided
Similar Work Experience in Similar Environment
24/7 Support with Minimal Response Time
Cost of Service
Innovative Approach to IT Management

Reviewed By:

Handwritten signatures and names: Town Manager, Town Attorney, Mgmt Services, Dept Head

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



Based on these and other factors, staff evaluated each of the four submitted proposals and scored the responses accordingly. The final rankings and average score of the submitted proposals were as follows:

<b>Proposal</b>	<b>Average Score</b>	<b>Rank</b>
Synoptek	96	1
Southwest Networks	95	2
Computer Gallery	82	3
Linkserv	57	4

Three of the four submitted proposals met the majority of the Town's identified needs. Synoptek was the highest ranked firm, based on experience with other local governmental agencies, cost, and an innovative approach on system support and technology management. However, Southwest Networks proposal was evaluated as a very close second. After careful consideration, staff recommends to extend the current contract with Southwest Networks for several reasons.

- Local resources with immediate response time.
- Service levels will remain seamless.
- Budgetary concerns with the alternate service level approach.
- Current knowledge of Town systems and legacy software.

During the course of the review period, the Town identified several innovative aspects from the various proposals that would be of benefit to the Town. It was determined that Town staff will work with the current vendor to clearly identify the service level priorities of the Town, develop a work plan that addresses the Town's short and long term information technology plan, and formulate the budgetary requirements to implement these priorities.

The recommended action will provide a six-month extension of the current contract to accommodate these discussions, and determine the ability of the Town and Southwest Networks to develop a longer term contract arrangement that addresses the identified goals.

**Alternatives:** Select another proposed firm

**Fiscal impact:** The FY 2011-12 Adopted Budget provides \$80,000 in the Information Technology Division line item 001 05-08 7110 7410 Professional Services/Computer Maintenance for Network Support Services. The recommended action is accommodated by the current budget.

**Attachments:** None

**TOWN COUNCIL STAFF REPORT**

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

**Subject:** Award of Professional Services  
Public Education Outreach -- November 2012 Ballot Measure(s)

**Prior Council Review:** None

**Recommendation:** That the Town Council:

- Awards a contract for professional services to The Lew Edwards Group for the support of a Public Education program, in connection with potential November 2012 ballot measure(s), in the amount of \$48,500; and
- Authorizes the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to execute the agreement; and
- Directs the Town Manager to pursue a cost-sharing agreement with the Hi-Desert Water District (HDWD) towards implementation of the Public Education program; and
- Amends the FY 2011-12 Adopted Budget and directs staff to bring forward an expenditure plan for the implementation of the Public Education at the mid-year budget review in February;

**Executive Summary:** The Town is considering bringing ballot measure(s) for consideration by the voters for the general election in November. In support of that effort, the Town is legally allowed to complete a Public Education Outreach program to inform the community regarding the potential ballot measure(s) and the potential uses for funds generated by the measure(s).

**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)

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

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

**Discussion:** Since the strategic planning workshop of January 7, 2011, the Town has been working with the Hi-Desert Water District (HDWD) to identify potential funding strategies to help finance the centralized wastewater treatment system. Additionally, Town staff examined a series of approaches to addressing some of the unfunded / deferred maintenance, capital, and services that the Town delivers. Out of this process, the Town is considering bringing forward a series of ballot measures that would be considered by the voters on the November 2012 General Election ballot.

Public agencies are permitted to conduct Public Education / Outreach programs in order to provide the public with information concerning the potential ballot measure(s) and the potential uses that new revenues could be used towards.

Town staff developed a Request for Qualifications (RFQ) to identify potential professional service providers who are well-versed in Public Education / Outreach programs. The RFQ was sent to six (6) firms; responses were received from two firms: TabCommunications and The Lew Edwards Group.

An independent evaluation of the experience and qualifications of the firms was performed by staff which included the Town Manager, Deputy Town Manager, Administrative Services Director, and Community Services Director. The Town also provided copies of the proposal to HDWD management for their review and input.

It is the unanimous recommendation that the Town award a professional services agreement to The Lew Edwards Group in support of the Public Education / Outreach program. The Lew Edwards Group proposed scope of services provides all the professional expertise to design and conduct a public education program.

The proposal does not include the costs to implement the program (i.e. printing of fliers / mailers, postage, additional survey(s), additional outreach efforts). It is estimated that these additional efforts could cost between \$50,000 to \$75,000. Consistent with prior discussion between the Town and HDWD, Town staff recommends that these costs to implement the outreach program be split with the HDWD. Town staff will work on the necessary agreement between the Town and HDWD to support that effort.

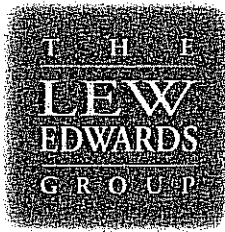
**Alternatives:** Staff recommends no alternative actions.

**Fiscal impact:** The recommended action will amend the FY 2011-12 Adopted Budget by allocating \$48,500 from General Fund Undesignated Reserves to Town Manager – Professional Services (001 05 01 7110) within the General Fund. Additional funds will be allocated to this project account at mid-year budget review to support the implementation efforts.

- Attachments:**
- A) The Lew Edwards Group response
  - B) Town Request for Qualifications (RFQ)

## Attachment "A"

The Lew Edwards Group response



## TOWN OF YUCCA VALLEY

# *Response to Request for Qualifications for Public Education Effort*

*Submitted January 5, 2012  
By The Lew Edwards Group  
Catherine Lew, President/CEO  
5454 Broadway, Oakland, CA 94618  
510-594-0224 x 216*

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January 5, 2012

Mr. Mark Nuaimi, Town Manager  
Town of Yucca Valley  
And representatives of the Hi-Desert Water District  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284

Dear Mr. Nuaimi and Hi-Desert Water District Representative(s):

Thank you for your invitation to The Lew Edwards Group (LEG) to submit a Request for Qualifications (RFQ) to support a Public Education program for the Town of Yucca Valley's potential November 2012 revenue measure(s).

LEG has enacted \$27 Billion in California revenue measures with a success rate of 94%. The following are some of the many qualities that LEG offers to the Town of Yucca Valley and its District partner:

- ✓ The California leader in revenue measures for local government, with 39 sales tax wins and undefeated track records in Transient Occupancy Taxes (TOTs) and measures attempted in 2011 and other election cycles;
- ✓ Demonstrated experience and success in San Bernardino County and its desert regions;
- ✓ Nationally recognized, award-winning public agency communications materials; and
- ✓ Experts with decades of expertise in preparing municipalities and other agencies for revenue measures in today's tough economy, including sewer and water-related revenue measures.

LEG's extensive experience in these issues means that our experts intimately understand the parameters of legally-permissible and appropriate agency education programs. Further, our firm has the capacity and reach to meet Town's implementation needs, including an aggressive schedule. Please do not hesitate to contact me directly for any questions or follow up needs related to this proposal.

Very truly yours,

  
CATHERINE LEW, Esq.

President/CEO, The Lew Edwards Group  
5454 Broadway, Oakland, CA 94618  
(510)594-0224 x 216  
Catherine@lewedwardsgroup.com



## PROJECT UNDERSTANDING

### Key Considerations

When planning for a potential revenue measure, it is a good idea to understand both the challenges and opportunities in your community that may affect measure viability, including but not limited to:

- External communications environment and effective messaging
- Your community's demographics
- Potential for consensus-building

#### *External Communications Environment and Effective Messaging*

Voters are angry at the State and Federal governments for their budget problems, money grabs, and perceived indifference to the economic needs of the average person. Our country and state is still in the throes of the Great Recession, and concerns about unemployment, foreclosures, and the effect of the economy on local businesses abound. At the same time, the credibility ratings of elected officials and the impatience with perceived partisan bickering have created a skeptical electorate.

At the same time, we see voters rallying around maintaining and protecting their local services and wanting to invest in their own communities, provided that there is a prudent, effectively explained proposal and attention to the tax tolerance of your constituents when putting a revenue measure forward.

In today's volatile political and communications environment, effective message discipline is key to your public education outreach program. A shared vision for the right communications will be necessary, particularly as information about the region's wastewater treatment and sewer needs has already been in the public arena. Highly technical, engineering or infrastructure-oriented terms about the ins/outs of how wastewater and sewer systems work is ineffective in our professional experience.

Finally, other potentially polarizing measures or issues, though not directly related to Town's revenue measure, could affect viability such as a factionalized Council, or controversial development issues in the region.

#### *Your Community's Demographics*

Statistically speaking, Republicans are far less likely to support these types of measures and we see that as well in Town's unweighted ballot results, with as much as a twenty point differential in support between Republicans and Democrats. The legislative delegation representing Town are Republican, a plurality – close to 50%--of likely November 2012 voters are Republican within Town's boundaries, and more than a third of all likely November 2012 voters are likely to be 65+.

In regions with similar demographics, fiscal accountability and local control are additional messages that tend to be effective with your constituents.

### *Potential for Broad-based Consensus-Building*

As you are aware, statute requires that a simple majority requirement sales tax measure be placed on the ballot during a regularly scheduled Town Council election, unless there is a unanimous Council declaration of a Fiscal Emergency to do it sooner. However, the June Primary features contested Republican seats and even higher percentages of older voters, which may or may not be helpful. (Though women are typically more likely to support these types of measures than men, Town's unweighted ballot results appear to show consistent support across genders, which is helpful.) On the other hand, proceeding during a consolidated Municipal Election can increase the likelihood of the measure being unnecessarily politicized.

Ideally, a unanimous Council vote placing the measure on the ballot for the community's consideration can be achieved. Additionally, in today's sensitive environment, securing the consensus of key influentials representing the business community, homeowner associations, and seniors will be important.

### **Project Approach**

LEG's Public Education Consulting Services are designed to:

- 1) Provide efficient, supportive and responsive Project Management;
- 2) Independently review and provide perspectives on Town's past polling including the study conducted by Godbe Research, with whom LEG has partnered on several successful sales tax measures/revenue projects;
- 3) Implement an effective, legally permissible Public Education Program; and
- 4) Create easy-to-understand Ballot Language in consultation with the Town Attorney.

The approach as outlined below has been critical to the success of our other municipal and public agency clients planning for potential revenue enhancement measures. If retained as your Consultant, LEG will work closely with the Town of Yucca Valley to Project-Manage all of your planning efforts towards a successful revenue enhancement measure from start to finish.

### *Project Management*

To ensure that the Town of Yucca Valley and its Hi-Desert Water District partner are effectively positioned for revenue measure planning, LEG will provide overall strategic direction and project management to support the efforts of Town/District staff. LEG will direct and facilitate the overall planning towards effective ballot measure preparation. LEG prides itself on a team building

approach and for most municipalities and agencies, typically facilitates, manages and oversees all team members for effective deployment on all benchmarks during the planning process.

Our team will initiate our efforts through a Kick Off meeting and schedule subsequent, consistent planning teleconferences with Town. With the input of all participants, LEG will develop meeting agendas, facilitate sessions, and coordinate the timely deployment of all tasks and assignments. Our planning efforts throughout the process are designed to use Town's time efficiently and well, while providing important Project Management leadership and management to ensure that all timetables and benchmarks are met within the necessary timeframe.

LEG approaches its leadership role with personal dedication, enthusiasm, and a commitment to excellent service, recognizing that our ultimate consumer is not only the Town of Yucca Valley, but also most importantly, the constituents the Town and its District partner represents.

*Step One: Independently Review all past Community Survey Results*

As a first step, LEG will evaluate all past survey results and independently advise Town on whether continued revenue measure planning is feasible. Specifically, LEG will identify the key informational messages that should be "saturated" repetitively in the public arena, to the exclusion of other types of information.

*Step Two: Implement Public Education Plan*

As referenced above, in order to ensure that Town is well positioned for a potential 2012 election consistent with your broader community's concerns, LEG will provide overall direction and project management for Town's communications efforts.

In today's tough economy, citizens are extremely concerned about how their quality of life will be maintained in the face of the State's ongoing fiscal problems. And there is significant voter concern and distraction about unemployment, jobs and the economy. In light of these issues, specifically focused information and facts about Town's local funding needs and fiscal challenges, is critical. In designing the Public Education Program, all messaging will be "laser-focused" on the priorities and concerns as identified by your community in the survey.

Following comprehensive review of survey results, LEG will develop initial Public Education Recommendations. LEG will:

- Assist Town in developing and key informational messages. As part of our message, we will have to straightforwardly define what's at stake for residents. Our ability to make the message relevant to the average person, is key.

- Develop and refine messages for inclusion in existing Town and District communications vehicles to deliver and saturate a consistent message, including the Town newsletter, guest columns, copy for links on the Town website, and focused Power Point Presentations for the informational Speakers' Bureau, Stakeholder, Key Influential and community presentations. LEG will provide first drafts of all materials, for the review and approval of Town. Embedding consistent messages within all communications vehicles – including those that reach internal audiences such as employees – will be important.
- Recommend strategic methods to engage existing networks and organizations throughout Town to focus your message, and solicit and respond to questions from the public. User-friendly messaging and consistency of message is key – and LEG will assist in providing the leadership and implementation structure for effective deployment, including training the appropriate Town messengers on the message and creating a deployment plan that is achievable.

### Communication Goals

1. Develop informational messages that effectively inform, solicit and respond to questions from the public
2. Provide structure and copy for communications materials to educate residents about the needs and the services at stake
3. Implement an earned (non-paid) media press and Internet program to highlight the services or projects at stake, budget realities and challenges
4. Implement a direct mail program to the public-at-large to highlight budget realities, needs, service demands, and other relevant facts while engaging the public and soliciting views

### Development of Key Messages

The Public Information Program is a critical method of educating the public and raising awareness of the needs. The type of messaging information that is helpful to your effort typically includes:

- a. a defining message of what's at stake for residents, and the sacrifices and fiscal challenges facing Town;
- b. information about Town's sound fiscal management and the external threats to Town's stability;
- c. information about how new revenue will maintain city services and quality of life; and
- d. how community perspectives are reflected in your proposal.

As noted above, "message discipline" and a clear, concise focus are critical to the Public Education Program. LEG will draft and/or refine talking points for Town staff and Council use. Any information provided to the public is factual, not advocacy, and approved by the Town Attorney. Company President Catherine Lew is a member of the California State Bar and has enjoyed an exceptional

working relationship with LEG's client city attorneys to ensure that information provided in all agency-sponsored materials is permissible.

Direct Mail Component

LEG also recommends that an informational direct mail program be implemented to the public-at-large. Doing so will raise awareness beyond "insiders" or already-active stakeholders and key influentials, to the silent majority. The number and timing of your mailers will depend on your Town's budgetary parameters and the difficulty of the task as revealed by the community survey.

Based on a preliminary review of your unweighted survey results, a minimum of three mailers is recommended to a legally-permissible likely voting audience. However, the final decision and sequencing of mailers is made in consultation with your Town Attorney, to build on the Town's routine communications practices and ensure that our Public Education Program is within legal parameters.

In consultation with Town staff, as noted above LEG will also draft and/or refine informational articles for the Town newsletter, handouts, press releases and website, with appropriate supporting materials (charts, graphs, visual aids, etc.) to communicate key messages and inform residents. In addition, LEG will draft, review and/or refine supporting fact sheets, flyers and other communications. Other communications vehicles include your Town website, community television, and a Speakers' Bureau program. Many of our public agencies use YouTube and Twitter as part of their communications program. LEG also assists in drafting Tweets and scripts as needed.

Community Meeting Outreach Plan

LEG has designed Speakers Bureau trainings, "town halls," and community meetings for participants as small as 25-50 and as large as several hundred. Following analysis of the poll, LEG will design a community outreach plan strategically directed to key organizations within Town. Designating the appropriate speakers will be an early decision point.

Though several of our clients have used the Town Hall format, it is not LEG's preferred format. We find that in most communities, they are poorly attended and those who attend already have a singular viewpoint and are part of a well-represented slice of influentials who have time to attend meetings. LEG recommends proactively going into the community to make presentations at community organizations or places that residents gather, to disseminate information. As described above, LEG is a proponent of a multi-disciplinary communications program which also includes significant use of the Internet and Social Media.

As part of our Scope of Work, LEG typically develops a tailored "Speakers Bureau Toolkit" for assigned Town speaker/messengers including Helpful Hints, Speaker Objectives, "sticky" (difficult) QAs, and Speaker leave-behinds. LEG will conduct Speaker Training.

Though LEG recommends the use of techniques such as tele-Town Halls for our candidate clients, these formats have not been well-suited to revenue measure issues. LEG has not previously recommended or used automated phone calls for our agency clients unless it is necessary to broadly invite the community to a Town Hall meeting. However, this is a common tool used by LEG and others when representing an advocacy campaign committee (as opposed to an agency).

### Ad Hoc Citizens Task Force

LEG has worked successfully in other municipalities to engage the participation of External Opinion Leaders and Community Stakeholders such as business leaders, representatives of senior, civic or neighborhood organizations, parents, civic leaders, and even taxpayer advocates in a high-level Citizens Task Force to provide additional input to the process prior to measure placement, and be visible in the community in addressing the Town's service and revenue enhancement needs. We look forward to discussing whether the Town of Yucca Valley feels that this strategy would be beneficial in your case.

### Press Coverage

LEG will review earned (non-paid) media press opportunities with Town staff. Balanced or positive press coverage will build additional awareness and support throughout the process, which is critical to engaging community stakeholders and informing your public about your needs.

### Rapid Response

LEG will redirect message points and materials to assist in rapid response to problematic media or citizen inquiries as necessary. Frequently, communities that pride themselves on having active stakeholder groups can, at times, be prone to being victims of inaccurate information, or controversy-based media coverage. LEG experts will be available to craft appropriate rapid responses as necessary to address changing external nuances.

### *Step Three: Developing the Ballot Language*

LEG typically collaborates with the Town Attorney and Town staff on the proper and recommended wording and structure of your revenue measure to address the public's concerns, if any. LEG will work closely with the Town Attorney to refine the ballot question and develop other submittals so that they are understandable to the average person. This addresses specific documents such as the measure ordinance, ballot question, impartial analysis, and pro/con ballot arguments to ensure that all voter handbook materials are understandable to the average person, not just lawyers.

Whether LEG would recommend additional polling prior to measure placement by the Town Council is dependent upon our review of the final, complete results of the survey conducted in December.

However, if a “tracking poll” is recommended it would be to evaluate the viability of the measure one more time prior to measure placement, not necessarily to measure whether the public education program has “moved the needle.” In some jurisdictions, we have been successful for our clients following their previous 4-5 time election losses, effectively “moving the needle” as much as 12 points. In other jurisdictions, the baseline shows a very small number of undecideds, in which case the public education program is designed to maintain –not increase— viability.

#### *Step Four: Continued Public Information*

It is legally permissible for Town to continue its informational activities following placement of the measure on the ballot, provided they are not advocacy in nature. In addition, some municipalities benefit from the support of a voluntary citizens campaign committee, which is completely independent of the Town and its District partner.

As the RFQ issued by Town references a “...schedule in order to complete education in advance of Fall 2012 ballot measure(s),” LEG presumes a project period similar to the best practices implemented by our other agencies and an engagement through October 31, 2012.

#### **FIRM QUALIFICATIONS AND EXPERIENCE**

The California leader in successful sales tax measures, LEG has enacted more than \$27 Billion in California revenue measures, with a 94% success rate. In addition, our organization enjoyed an undefeated track record in 2011 and is undefeated in all Transient Occupancy Tax (TOT) measures attempted.

Incorporated in 1997, LEG is a California leader in providing successful revenue measure planning services to public agencies throughout California, including counties, school districts, community college districts, cities, and selected nonprofit and private sector clients. LEG has represented more than 125 public agencies over the past fifteen years. More than two-thirds of LEG’s practice is in winning successful revenue measures for agencies of all types.

A California corporation, LEG is a seven-member firm owned by Catherine Lew and Lloyd Edwards. LEG’s corporate office is in Oakland, California. The bulk of the firm’s professional practice is in Southern California. LEG’s partners and experts have decades of experience in media relations, public relations, communications, direct mail, coalition-building, and political campaigns. LEG partners have specific expertise in winning revenue measures and effective media campaigns, including radio, television, and direct mail. Other firm professionals have expertise in media relations, crisis media, and social networking/Internet strategies in addition to their background in winning revenue measures.

## Project Personnel

**CATHERINE LEW, Esq.**

*President and CEO, The Lew Edwards Group*

Catherine Lew, co-founder and President/CEO of The Lew Edwards Group, is a premier consultant in California providing revenue enhancement measure preparation, project management, and public sector marketing services, to cities, counties, special districts, transportation, K-12 school and community college districts, and other public agencies, as well as private sector and nonprofit clients.

Lew has 30 years of experience in the communications arena. Selected clients represented by Lew include the Inland Empire, Desert and San Bernardino agencies of the cities of **Cathedral City, Coachella, Indio, and Palm Springs, the County of San Bernardino**, and education agencies **Colton Joint Unified School District, Fontana Unified School District, San Bernardino City School District, and Victorville Community College District** among several others.

Under Lew's strategic direction, The Lew Edwards Group has enjoyed fifteen years of success in representing scores of public agencies that need professional guidance in revenue measure planning. Lew prides herself on her firm's excellent service to each and every client, diverse agencies and organizations that range dramatically in size and scope of strategic needs.

A graduate of the University of California, Berkeley and the University of San Francisco School of Law, is also a member of the California State Bar, ensuring excellent team collaboration with client city attorneys to ensure that all strategies sponsored by public entities are within the bounds of legal permissibility. Lew will function as the Consultant-in-Charge of Town's efforts.

**DAVE MASON**

*Senior Associate, The Lew Edwards Group*

Dave Mason is an experienced public affairs professional with an extensive background in public policy, public affairs, government relations, community relations and political campaigns. Mason has provided political and public policy expertise to elected officials, public agencies, private companies and nonprofits. His strong public affairs background and broad experience allows LEG to manage complex projects with significant policy or communications challenges.

Mason has rejoined the Lew Edwards Group after time away working in the private sector and for business focused non-profits. Prior to rejoining LEG, Mason worked as Government Affairs Director/Project Manager for Valued Places where he worked with elected officials, their aides, and local city and county staff to evaluate and advocate the approval of potential value-add development projects.

Before joining Valued Places, Mason worked as Manager of Regional Policy and External Relations for the Sacramento Metropolitan Chamber of Commerce where he served as the primary liaison to



local, state and federal governmental agencies on regional public policy issues. He developed and managed advocacy efforts including coalition building, grassroots organizing, lobbying appointments, advocacy letters and media outreach. Mason will function as the Communications Specialist for Town's efforts.

**SIMILAR ENGAGEMENTS**

**Sales Tax Measure Track Record**

LEG has represented 39 successful General or Special Purpose Sales Tax measures, a strong standard by any measure. LEG's many successful clients include:

- City of Arvin SUCCESSFUL General Purpose Sales Tax
- City of Campbell SUCCESSFUL General Purpose Sales Tax
- City of Cathedral City SUCCESSFUL General Purpose Sales Tax client
- City of Ceres SUCCESSFUL Special Purpose Sales Tax
- City of Clovis SUCCESSFUL Special Purpose Sales Tax
- City of Concord SUCCESSFUL General Purpose Sales Tax
- City of Cotati SUCCESSFUL General Purpose Sales Tax
- City of Dinuba SUCCESSFUL Special Purpose Sales Tax
- City of El Cerrito SUCCESSFUL Special Purpose Sales Tax and SUCCESSFUL General Purpose Sales Tax
- County of Fresno SUCCESSFUL Special Purpose Sales Tax
- City of Galt SUCCESSFUL Special Purpose Sales Tax
- City of Grover Beach SUCCESSFUL General Purpose Sales Tax
- County of Imperial SUCCESSFUL Special Purpose Sales Tax
- City of Inglewood SUCCESSFUL General Purpose Sales Tax
- City of La Habra SUCCESSFUL General Purpose Sales Tax
- City of La Mesa SUCCESSFUL General Purpose Sales Tax
- City of Los Banos SUCCESSFUL Special Purpose Sales Tax
- City of Manteca SUCCESSFUL Special Purpose Sales Tax
- City of Morro Bay SUCCESSFUL General Purpose Sales Tax
- City of Novato SUCCESSFUL General Purpose Sales Tax
- City of Palm Springs SUCCESSFUL General Purpose Sales Tax
- City of Pinole SUCCESSFUL General Purpose Sales Tax
- City of Porterville SUCCESSFUL Special Purpose Sales Tax
- City of Reedley SUCCESSFUL Special Purpose Sales Tax
- City of Rohnert Park SUCCESSFUL General Purpose Sales Tax
- City of San Leandro SUCCESSFUL General Purpose Sales Tax
- City of San Luis Obispo SUCCESSFUL General Purpose Sales Tax
- City of Sanger SUCCESSFUL Special Purpose Sales Tax
- County of Santa Cruz SUCCESSFUL Special Purpose Sales Tax
- City of Seaside SUCCESSFUL General Purpose Sales Tax
- City of Selma SUCCESSFUL Special Purpose Sales Tax
- City of Stockton SUCCESSFUL Special Purpose Sales Tax

City of South Gate	SUCCESSFUL General Purpose Sales Tax
City of Tracy	SUCCESSFUL General Purpose Sales Tax
County of Tulare	SUCCESSFUL Special Purpose Sales Tax
City of Vallejo	SUCCESSFUL General Purpose Sales Tax
City of Visalia	SUCCESSFUL Special Purpose Sales Tax
City of Vista	SUCCESSFUL General Purpose Sales Tax

In addition LEG is currently representing the cities of Cathedral City, La Mirada, Lathrop, Ridgecrest, Santa Maria, and Westminster on potential 2012 sales tax measure planning and public education services.

### Transient Occupancy Tax, Sewer, and Regional Experience

LEG is undefeated in all TOT measures represented, notably:

- City of Artesia. LEG represented the City in its successful effort to **more than double its TOT** (6% to 12.5%) in November 2009 during the toughest economy in generations. Despite the fact that no polling was conducted by the City, LEG crafted effective, direct messages targeted to opinion leaders, business stakeholders, and average citizens explaining that a TOT is not a property tax and only paid by hotel guests.
- City of Kingsburg. LEG represented the City in its successful effort to **increase its TOT** (8% to 12%) in November 2008. Following a successful public information program, the City of Kingsburg passed its TOT, though a number of other cities in the same County seeking similar TOT increases, all failed during the same election cycle. LEG's informational program included direct outreach and engagement to local hotels, and utilizing community messengers such as the presidents of the Chamber of Commerce, Firefighters Association, and a 10-year local business owner during the City's legally permissible communications program.
- City of Riverside. LEG represented the City in its successful effort to **increase its TOT** (11% to 13%) in November 2010. A number of other TOTs not represented by LEG failed that same election cycle, including the cities of Lake Elsinore and Moreno Valley which garnered only 36.9% and 32.8% of the vote respectively. The City of Riverside's Measure V garnered 65.9% of the vote, though it only required a simple majority. Securing the consensus of business leaders and implementing a broad-based, legally permissible public information program including community presentations, opinion leader updates, use of the City's website and newsletter were all critical to the successful preparation of the measure.
- City of West Hollywood. LEG represented the City in its successful effort to **increase its TOT** (11.5% to 12.5%) despite community concerns about the effects of the increase on small, locally owned businesses. A proactive public information campaign to business leaders and stakeholders ensured that they understood the facts and the needs that the TOT addressed, assuring consensus and buy-in.

LEG is currently representing the North Lake Tahoe Resort Association and working with County leaders in that region for an anticipated June 2012 TOT measure.

In addition, LEG has represented a number of agencies within San Bernardino County on their revenue planning needs, including the **County of San Bernardino** and **San Bernardino City School District** and successfully enacted bond measures for **Colton Joint Unified School District, Fontana Unified School District, Helendale Elementary School District, Victor Elementary School District, Victor Union High School District** and **Victorville Community College District**.

LEG's extensive experience on sewer-related revenue needs includes successful projects for the City of Ceres, City of Rohnert Park, City of Sausalito, and Sausalito-Marin City Sanitary Sewer District.

#### **Additional Public Agency Clients Represented 2007-2011\***

##### Municipalities and Special Districts

City of Artesia  
City of Bellflower  
City of Burlingame  
City of Cupertino  
City of Elk Grove  
City of Emeryville  
City of Gardena  
City of Hermosa Beach  
City of Huntington Beach  
City of Manhattan Beach  
City of Newark  
City of Pasadena  
City of Redondo Beach  
City of Santa Fe Springs  
City of Santa Monica  
City of South Pasadena  
McKinleyville Community Services District  
Mountain Communities Healthcare District

##### Education Clients

Emeryville Unified School District  
Long Beach Unified School District  
Los Angeles Unified School District  
Los Banos Unified School District  
Mt. San Antonio Community College District  
Ohlone Community College District

Ross Valley Unified School District  
Sonoma Valley Unified School District  
Southwestern Community College District  
Tahoe Truckee Unified School District

\*As this is a public agency and not a political consulting proposal, political clients such as candidates and Independent Expenditure committees are expressly not included within this proposal. For more information about other types of clients, refer to our firm backgrounders, LEG's Facebook page or the information available on LEG's website: [www.lewedwardsgroup.com](http://www.lewedwardsgroup.com)

## Client References

### *City of Cathedral City*

City Manager Don Bradley  
[dbradley@cathedralcity.gov](mailto:dbradley@cathedralcity.gov)  
760-770-0372

Project Type: Revenue Measure Consulting  
Project Dates: June-October 2008  
Gross Contract: \$146,500

Project Type: Revenue Measure Consulting  
Project Dates: December – May 2010  
Gross Contract: \$107,000

### *City of Desert Hot Springs*

City Manager Rick Daniels  
[rdaniels@cityofdhs.org](mailto:rdaniels@cityofdhs.org)  
760-329-6411 x 101

Project Type: Revenue Measure Consulting  
Project Dates: July 2008 – May 2009  
Gross Contract: \$114,000

Project Type: Revenue Measure Consulting  
Project Dates: November 2009 – May 2010  
Gross Contract: \$111,000

City of Indio

City Manager Dan Martinez  
760-391-4000  
[danmartinez@indio.org](mailto:danmartinez@indio.org)

Project Type: Revenue Measure Consulting  
Project Dates: May 2010 – October 2010  
Gross Contract: \$83,500

**COST ESTIMATE**

*Professional Fees*

Without exception LEG does not charge or bill on a time and materials, hourly, or partner/staff rate basis. Our professional fee will vary depending on Town’s proposed project planning period. As referenced above, LEG presumes that Town will seek to implement its legally-permissible public education activities through October, for a November 2012 election.

LEG’s standard professional rate is \$48,500 for a project period through October 2012.

*Direct Mailing Costs*

Besides LEG’s professional fee, legally permissible informational mailings are strongly recommended. While Town’s existing newsletter template can be utilized, the mailings we develop for our agency clients are solely focused on your revenue proposal, not additional city issues.

Three to five mailings will be necessary, depending on LEG’s assessment of survey results and initial strategic planning with Town staff. In the Town of Yucca Valley’s case, LEG recommends budgeting \$8,000 per mailing (inclusive of bulk postage, printing, graphics and mailhouse costs).

**PROPOSED PROJECT SCHEDULE**

LEG’s recommended Project Schedule is on the following page.

## RECOMMENDED PROJECT PLANNING SCHEDULE

*As of January 4, 2012*

<p>JANUARY 2012</p>	<p><u>LAUNCH COMMUNICATIONS PLANNING EFFORTS</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Scope Refinement between Town/Consultant</li> <li><input type="checkbox"/> Conduct Kick Off Planning Session               <ul style="list-style-type: none"> <li>*Conduct SWOT Assessment</li> <li>*Debrief on Town needs</li> <li>*Refine Key Community Messages</li> <li>*Decide on Town Messenger(s)</li> <li>*Establish regular meeting/telecon schedule</li> <li>*Assess existing Town communications and existing communications vehicles schedules</li> </ul> </li> <li><input type="checkbox"/> Develop Public Education Plan, refine Project Timeline</li> </ul>
<p>FEBRUARY - MAY 2012</p>	<p><u>IMPLEMENT COMMUNICATIONS ACTIVITIES</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Identify and begin scheduling external community presentations (Town)</li> <li><input type="checkbox"/> Update Opinion Leader Lists (Town)</li> <li><input type="checkbox"/> Develop Speakers' Bureau Toolkit               <ul style="list-style-type: none"> <li>*PowerPoint Presentation</li> <li>*FAQs</li> <li>*Speakers' Training Materials</li> </ul> </li> <li><input type="checkbox"/> Conduct Speakers' Bureau Training</li> <li><input type="checkbox"/> Update Town website with pertinent budget and service information as recommended by LEG</li> <li><input type="checkbox"/> Issue Opinion Leader Letter #1</li> <li><input type="checkbox"/> Launch and implement informational Speakers' Bureau (Town)</li> <li><input type="checkbox"/> Continue team planning sessions</li> <li><input type="checkbox"/> Implement Earned Media, Social Media</li> <li><input type="checkbox"/> Address Rapid Response Needs as necessary</li> </ul>
<p>JUNE - JULY 2012</p>	<p><u>REASSESS VIABILITY, PREPARE FOR PLACEMENT</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Implement Earned Media, Social Media</li> <li><input type="checkbox"/> Continue Speakers/Educational Outreach efforts</li> <li><input type="checkbox"/> Develop tracking research as needed (Godbe Research)</li> <li><input type="checkbox"/> Field Tracking Instrument (Godbe Research)</li> <li><input type="checkbox"/> Assess research results for viability and advise Town on its risks and opportunities</li> <li><input type="checkbox"/> Begin drafting Town Council/voter handbook materials (Town Attorney)</li> </ul>

<p>JULY - AUGUST 2012</p>	<p><u>FINALIZE REVENUE MEASURE and ADOPT</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Prepare for Council adoption vote meeting</li> <li><input type="checkbox"/> Finalize City Council/Voter Handbook materials</li> <li><input type="checkbox"/> City Council adopts resolution and voter handbook materials placing revenue measure on the 11/10 ballot</li> </ul>
<p>AUGUST - OCTOBER 2012</p>	<p><u>POST-MEASURE PLACEMENT ACTIVITIES</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Impartial Analysis is submitted</li> <li><input type="checkbox"/> Ballot Argument is submitted</li> <li><input type="checkbox"/> Opinion Leader Update is issued announcing placement of the measure on the ballot to Key Influentials</li> <li><input type="checkbox"/> Rapid Response Needs</li> </ul> <p><i>The Town of Yucca Valley can continue its factual, informational efforts following placement of its revenue measure on the ballot, but cannot engage in any partisan activities.</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Update City's website and all communications vehicles with Measure information</li> <li><input type="checkbox"/> Issue additional Key Influential Updates</li> <li><input type="checkbox"/> Conduct second round of Speakers' Bureau presentations</li> <li><input type="checkbox"/> Issue legally-permissible information, including mailings</li> <li><input type="checkbox"/> Implement Earned Media and Social Media communications</li> </ul>

In closing, we would like to thank the Town of Yucca Valley for its consideration and look forward to a potential meeting on January 12<sup>th</sup>.

# Attachment "B"

## Town Request for Qualifications



December 12, 2011



**Subject: Request for Qualifications / Proposed Scope of Work**

Dear Consultant,

The Town of Yucca Valley ("Town") is requesting qualifications for professional consulting services to design and conduct a public education effort related to a pair of local revenue measures, tentatively scheduled for November 2012: a 30 year, 1% Transaction & Use Tax and a Transient Occupancy Tax (TOT) increase from 7% to 10%.

While both these measures will be brought forward as General Tax measures, a significant portion of these revenues will be used to assist in the delivery of a regional wastewater treatment facility being developed by another public agency, namely the Hi-Desert Water District ("District").

Both Town and District policy makers have agreed in concept to a lease arrangement with payments indexed to the Town's ability to pass a local Transaction & Use Tax.

While this public education effort will be for the benefit of both the Town and the District, Town staff will serve as the primary point of contact for the engagement. The selected consultant must be able to work at an accelerated pace as the schedule is tight in order to complete public education in advance of a Fall 2012 ballot measure(s).

**Background**

The Town of Yucca Valley is a general law City incorporated in 1991 and operates under the City Council/Town Manager form of government. The Town is spread over 39 square miles, and provides a variety of municipal services administered by the following departments:

- |                    |                         |
|--------------------|-------------------------|
| Town Manager       | Community Development   |
| Community Services | Administrative Services |
| Public Works       |                         |

Yucca Valley contracts with the San Bernardino County Sheriff's Department for public safety, and fire services are provided directly by the County of San Bernardino.

The Town has approximately 41 regular and 13 part-time employees. The Town's General Fund Budget is approximately \$9.0 million with Special Revenue/RDA Funds of an additional \$10.0 million. While Town revenues have decreased significantly over the past three years, the Town remains financially strong due to the Council's conservative budgetary policies.

Water service is provided by the Hi-Desert Water District. The Town of Yucca Valley does not have a regional sewer system in place and is under a State Water Board mandate to address this deficiency by 2016. While the Hi Desert Water District is the lead agency charged with the delivery of a wastewater system per the Local Agency Formation Commission (LAFCO) authorization, the Town is acutely aware of the importance of the project, and desires to assist in whatever way possible.

The Hi-Desert Water District provides water service to the Town of Yucca Valley and portions of the unincorporated area of San Bernardino County. Through approximately 10,000 service connections the District serves a population of approximately 24,000 people. HDWD is a public agency/special district governed by a five member board, elected by the people.

The HDWD has developed a sewer master plan that estimates the cost of Phase 1 of the wastewater treatment system at \$125 million. Preliminary analysis of formation of an assessment district yields an assessment approaching \$15,000 per equivalent dwelling unit. The proceeds from such an assessment would be used to secure a loan from the State Water Resources Control Board through their financial assistance programs. A recently completed financial analysis effort documented that proceeds from a potential transaction & use tax **could** reduce assessments by 35%.

#### **Preliminary Financing Plan**

Given the scope and cost of the regional wastewater project, Town and District staff have worked to identify the best financing options available to the community. A three-pronged approach was developed that includes imposition of a Transaction and Use tax, increase in the local Transient Occupancy Tax (TOT) rate, and loans from the Town/Redevelopment Agency.

- ***Town-Sponsored, 30 year, 1% Transaction and Use Tax.*** The proposed concept would have \$70 million from the new sales tax going to cover debt service costs for the sewer project over 25 years. The balance of the funds would go to the Town for use on General Fund activities;
- ***Transient Occupancy Tax Increase (from 7% to 10%).*** The Town has offered to increase the TOT and allocate the increase in TOT from the first 15 years of the measure to offset the connection costs for existing hotel/motel operations in Town. Once the connection costs are covered, any residual proceeds would go to the Town General Fund;
- ***Town / Redevelopment Agency Loan(s).*** The Town Council/Redevelopment Agency board have authorized a loan to the HDWD to support their cash-flow needs as the detailed design of the system is being completed, prior to any imposition of an assessment district or future funding from potential measures. While there are a number of concepts for repayment, one approach being contemplated includes the Town receiving the rights to reclaimed water from the future sewer system to irrigate parks and for economic development purposes;

The financial model is structured around the Town and District Management Teams' understanding of the needs of the community, the limited resources available to the public agencies, and the limited economic resources of Town residents. On November 8, 2011, the elected bodies of both agencies voiced their support of the proposal in concept, and directed staff to proceed with the due diligence necessary to draft a necessary ballot measure(s).

Accordingly, the Town and District are interested in obtaining the services of a professional outreach consultant to provide a comprehensive public education effort in order to maximize awareness prior to potential ballot measure(s).

### **Efforts To Date**

- The District has been conducting public information outreach concerning the need for the wastewater treatment facility for the better part of 2011. That outreach has included information on the costs associated with building, operating, and maintaining the system, the financial impacts to individual "equivalent dwelling units", and alternatives to bringing down the costs to the ratepayers. The latest Q&A information sheet is attached to this RFQ;
- Property Owner survey – the District has conducted a survey of property owners to measure their support / opposition to a property tax assessment. The summary of results is included as an attachment to this RFQ;
- General Plan / Revenue Measure Survey – The Town recently launched its General Plan update project. Included in the scope of that project is a community survey being conducted by Godbe. The survey includes questions on land use and revenue measures. It is being performed between December 11<sup>th</sup> – 17<sup>th</sup>. Detailed results will be available in early January 2012;

#### **A. Name and Telephone Number of Contact Person**

Any questions regarding this response or additional information required by the respondents should be directed to:

**Mark Nuaimi, Town Manager**  
Town of Yucca Valley  
57090 Twenty-nine Palms Hwy.  
Yucca Valley, CA 92284  
[mnuaimi@yucca-valley.org](mailto:mnuaimi@yucca-valley.org) (*preferred method*)  
(760) 369-7207, extension 224

## B. Proposal Calendar

The following is a list of key dates up to, and including, the date qualifications are to be submitted:

<u>Date</u>	<u>Activity</u>
December 12, 2011	Request for Qualification issued
December 19, 2011	Intent to Propose (Due electronically by 5:00 p.m.)
January 6, 2012	Due date for proposals (Due by 5:00 p.m.)
January 12, 2012	Tentative Finalist(s) Interview Date
January 17, 2012	Town Council Action
January 23, 2012	Contract Notice to Proceed

## RESPONSE REQUIREMENTS

### C. General Requirements

1) Intent to Propose – Attachment “C” is a copy of the questions being asked by the Town in our current General Plan Survey. Those questions are being embargoed until the survey is fielded.

- a) Interested bidders must submit an “Intent to Propose” email in order to receive the Survey questions once completed, along with the draft results once they are available.
- b) Draft Survey questions and results will ONLY be sent to those parties who complete an “Intent to Propose”.
- c) “Intent to Propose” letter must be sent via email to [mnuaimi@yucca-valley.org](mailto:mnuaimi@yucca-valley.org) ; and
- d) Provide the contact information (email address) to whom these addenda should be sent.

2) Submission of Response.

- a) An original and six (6) copies of the Response must be received by **5:00 p.m. on January 6, 2012** for a response to be considered; and
- b) Response should include electronic copy in both .pdf and MS Word formats on a disk or flash drive; and
- c) The formal response should address the items listed below.

### D. Format for Response

The format of the Response shall be as follows:

1. *Title Page*  
Show the RFQ subject, name of the firm, local address, telephone number, name and title of contact person, and date of submission.
2. *Table of Contents*  
Include a clear and complete identification of the materials submitted by section and page number.
3. *Transmittal Letter*  
General introduction and briefly stating that the proposer understands the outreach services to be performed; a positive commitment to provide the resources to meet an aggressive implementation schedule; the name(s) of the person(s) authorized to represent the proposer, title, address, and telephone number; additional factors to demonstrate strength of proposal team.
4. *Detailed Proposal*  
The detailed proposal should follow the format set out below.

#### **E. Contents of the Response**

The purpose of the response is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake this assignment. The response should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The response should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the effort. While additional data may be presented, the areas detailed below must be included. They represent the criteria against which the proposal will be evaluated.

1. *Project Understanding / Proposed Approach to Success*  
How well do you understand the challenge facing our community? What's your approach to ensuring that our residents are well informed about the need for the proposed revenue measures? Should we have Town Hall meetings? What about the use of technology (tele-Town Halls, automated phone calls)? Would you recommend and develop a project information website / social media presence, etc? Are mailers going to be required and if so, what universe? Would you recommend additional polling at the end of the effort to measure the effectiveness?
2. *Firm Qualifications and Experience*  
*To qualify, the firm must have extensive experience providing outreach support to local governments or equivalent experience in ballot measure education.* The proposer should state the size of the firm, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement and their other work

assignments expected during the first half of 2012. Include any potential sub-consultants and their experience as well.

3. Similar Engagements

Identify a list of similar type consulting engagements, with particular emphasis on revenue measure outreach. Please identify the most current engagements first, as well as those most closely related to these identified measures.

Provide a complete list of all governmental outreach provided in the past 4 years. Include consulting for local agencies, candidates for elected office, or independent expenditure committees. Provide a measure of success (as you would see it) for each of those engagements.

Please provide a list of not less than three (3) client references for which services similar to those outlined in this RFQ were provided. For each reference listed provide the name of the organization, approximate gross cost of the contract, dates for which the service(s) were provided, type of service(s) provided and the name, address and telephone number of the responsible person within the reference's organization. The Town of Yucca Valley reserves the right to contact any or all of the listed references regarding the audit services performed by the proposer.

4. Proposed Schedule / Cost Estimate

Provide a proposed schedule and tie this to the Approach described in "Project Understanding / Proposed Approach to Success". Include an estimate of costs for each recommended effort and total costs associated with the outreach. Include as the first task "Scope Refinement" – the Town/District will work with the selected consultant to finalize the selected tasks and budgets allocated to each recommended activity;

5. Rates by Partner, Supervisory and Staff

The response should include hourly rate information for staff assigned to the project if additional work is required beyond the original negotiated scope;

**F. Selection of Firm**

The Town of Yucca Valley and the Hi-Desert Water District will jointly select a firm for Council consideration based upon the recommendation of the respective management teams. It is anticipated that a firm will be selected on January 17<sup>th</sup>, 2012. Following council action, a limited scope Notice To Proceed will be awarded to allow for scope refinement negotiations to be commenced.

**G. Attachments**

Included in this RFQ are the following:

- A. HDWD Property Owner Survey Results Summary
- B. Wastewater Project Q&A Flier
- C. Town General Plan Survey questions

**ATTACHMENT A**

HDWD Property Owner Survey  
Summary Presentation  
November 11, 2011

# Hi-Desert Water District Property Owner Survey Findings



November 16, 2011

**[bwr]** RESEARCH  
PARTNERSHIP  
[www.bwresearch.com](http://www.bwresearch.com)



## Research Objectives

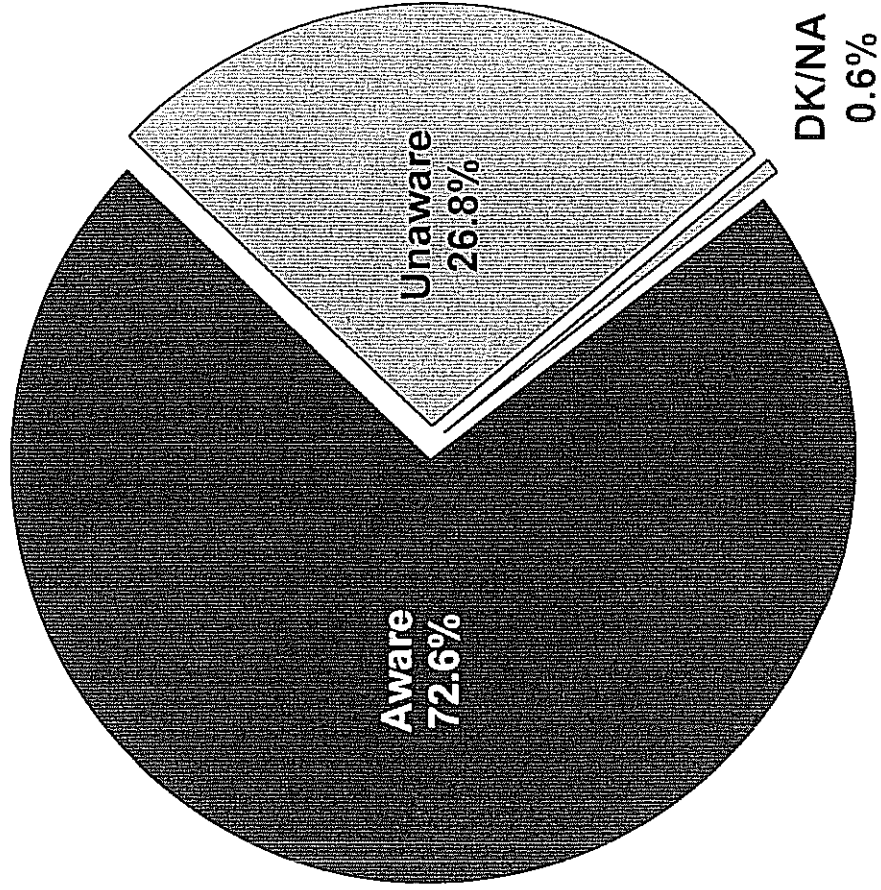
- Evaluate whether property owners are willing to support Proposition 218 benefit assessment to fund a portion of a wastewater treatment and water reclamation project;
- Determine the threshold level at which property owners are willing to support the measure;
- Identify the project features, statements, and arguments that resonate among property owners; and
- Determine how best to package the measure for success.

# Methodology

- Data Collection Methodology: Telephone Survey
  - Universe of 8,668 HDWD Property Owners
  - Survey length: 15 minutes
- Sample Size: n=410
  - Margin of error +/- 4.7% overall, given a 95% level of confidence
- Field Dates: August 31 to September 22, 2011

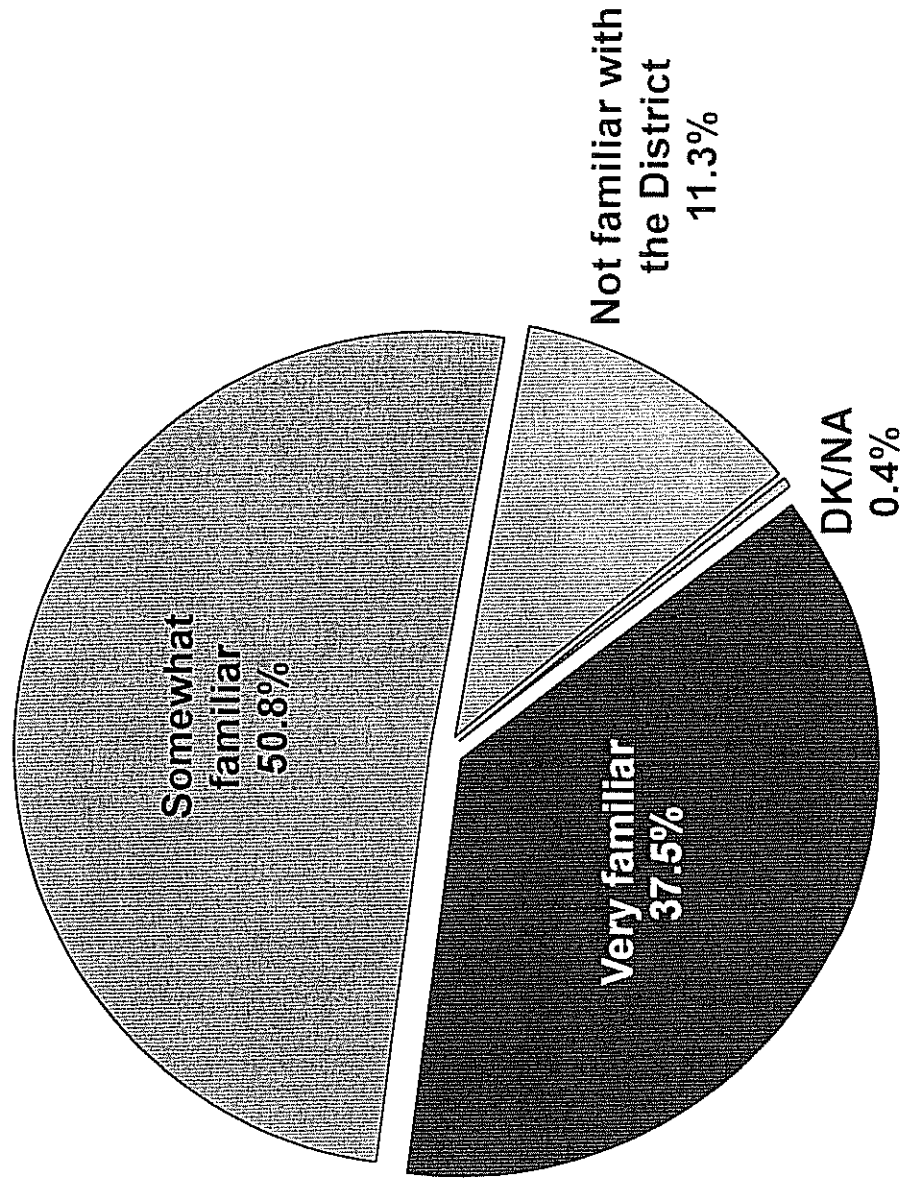
# Awareness of the Potential Sewer Tax

Seventy-three percent of property owners have heard, read, or seen something about the proposed sewer tax



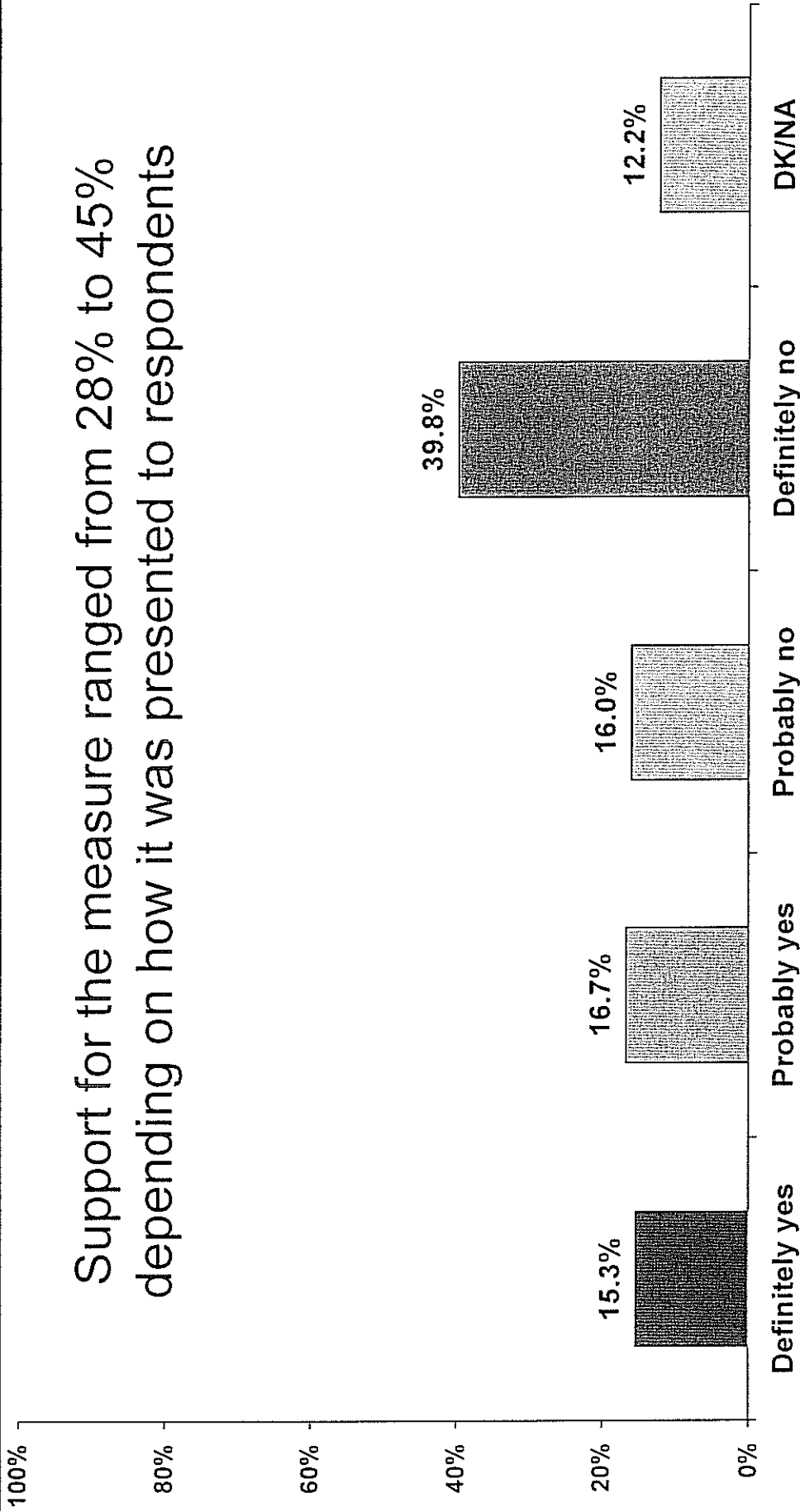
# Familiarity with the Hi-Desert Water District

Eighty-eight percent of property owners are familiar with the Hi-Desert Water District

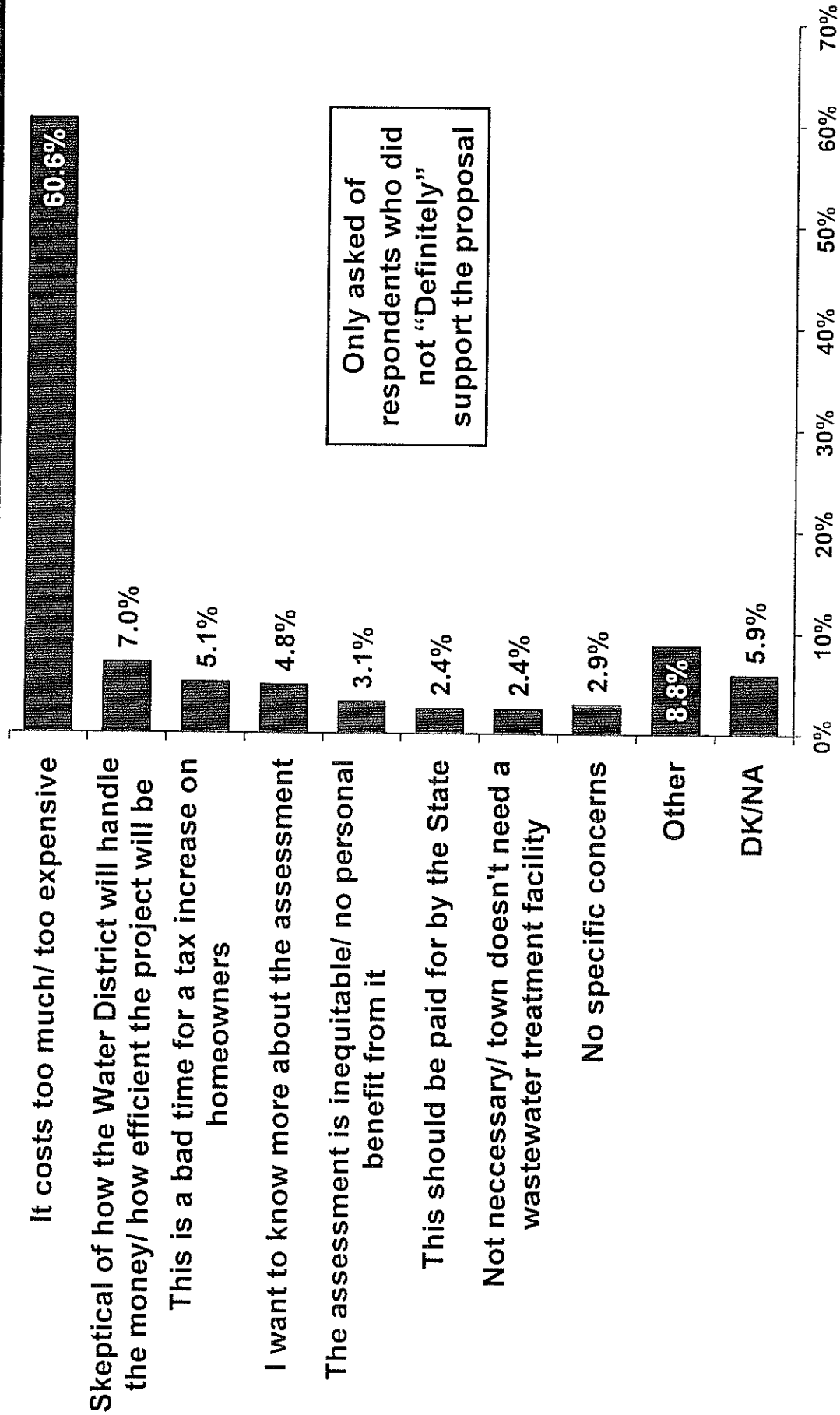


# Initial Level of Support for the Assessment

Support for the measure ranged from 28% to 45% depending on how it was presented to respondents



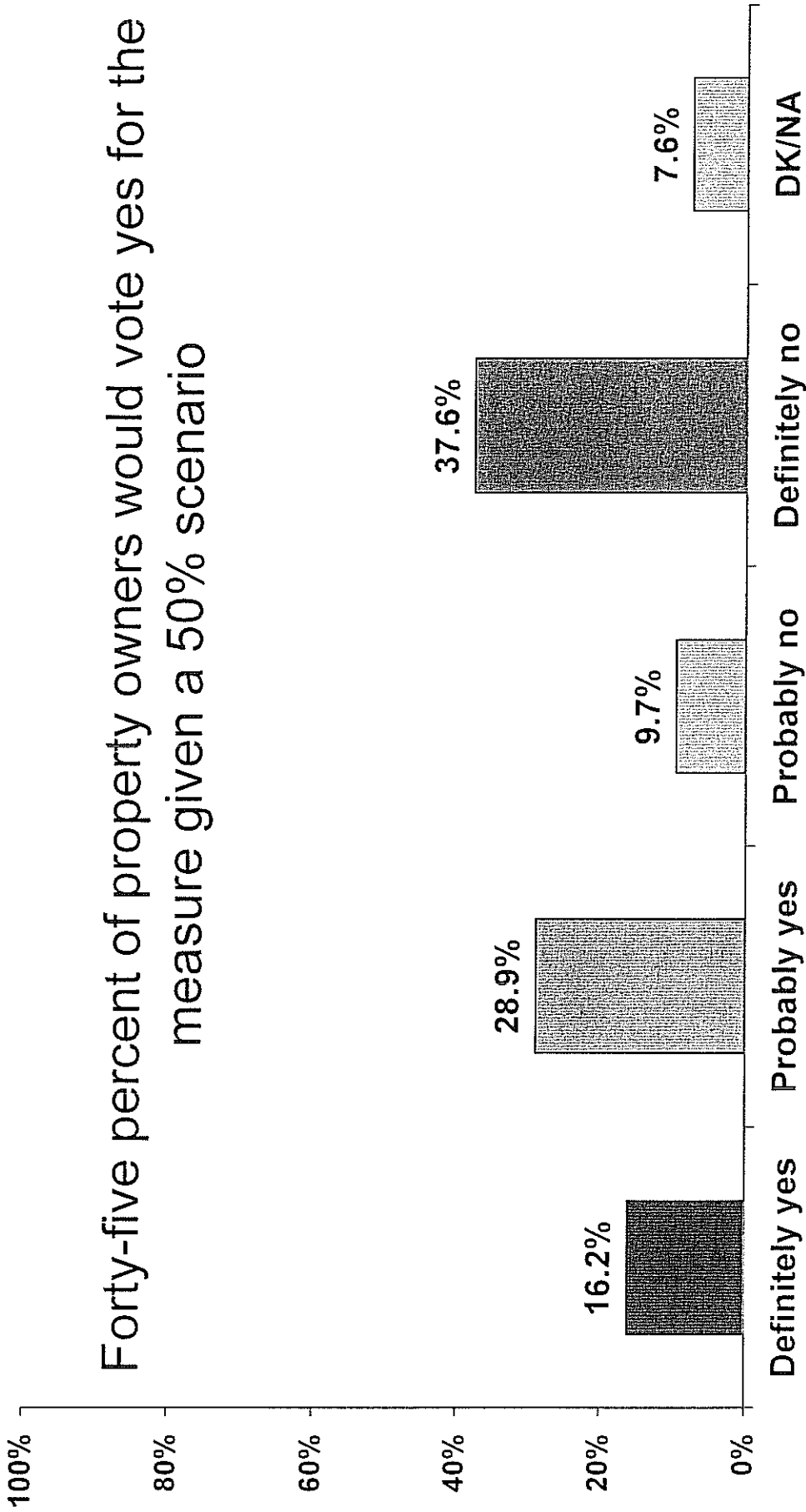
# Concerns Regarding the Assessment (Top Ten)





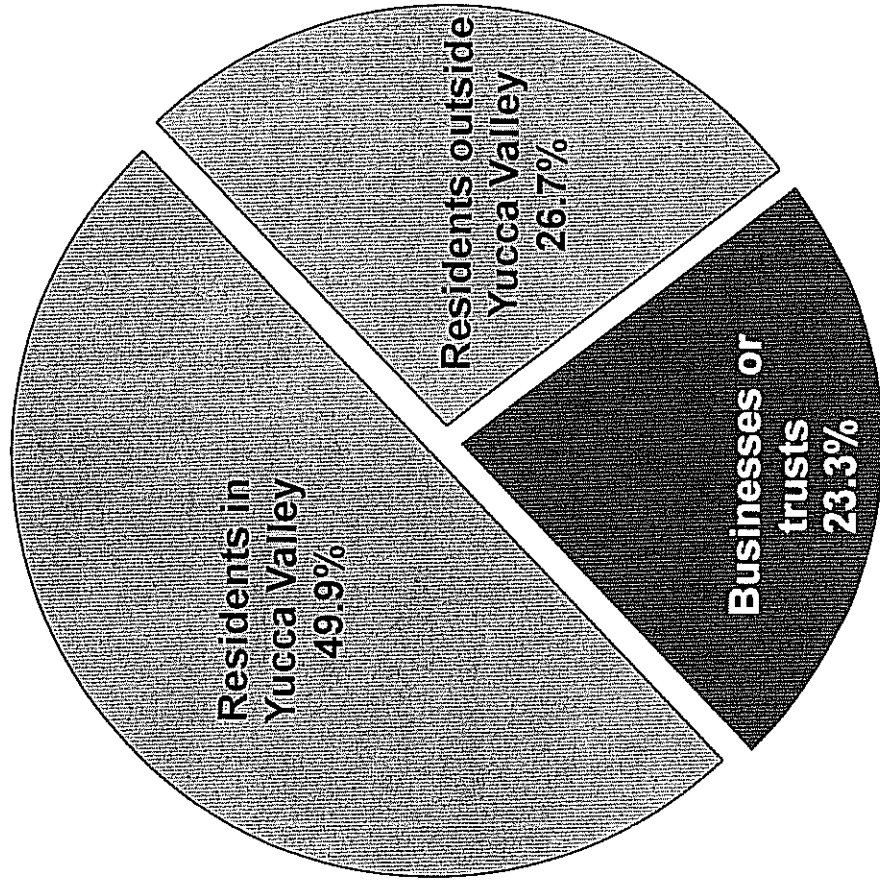
# Level of Support at the 50% Estimated Monthly Payment Level

Forty-five percent of property owners would vote yes for the measure given a 50% scenario



# Universe Breakdown of Residents

The majority of property owners in the project area are Town of Yucca Valley residents



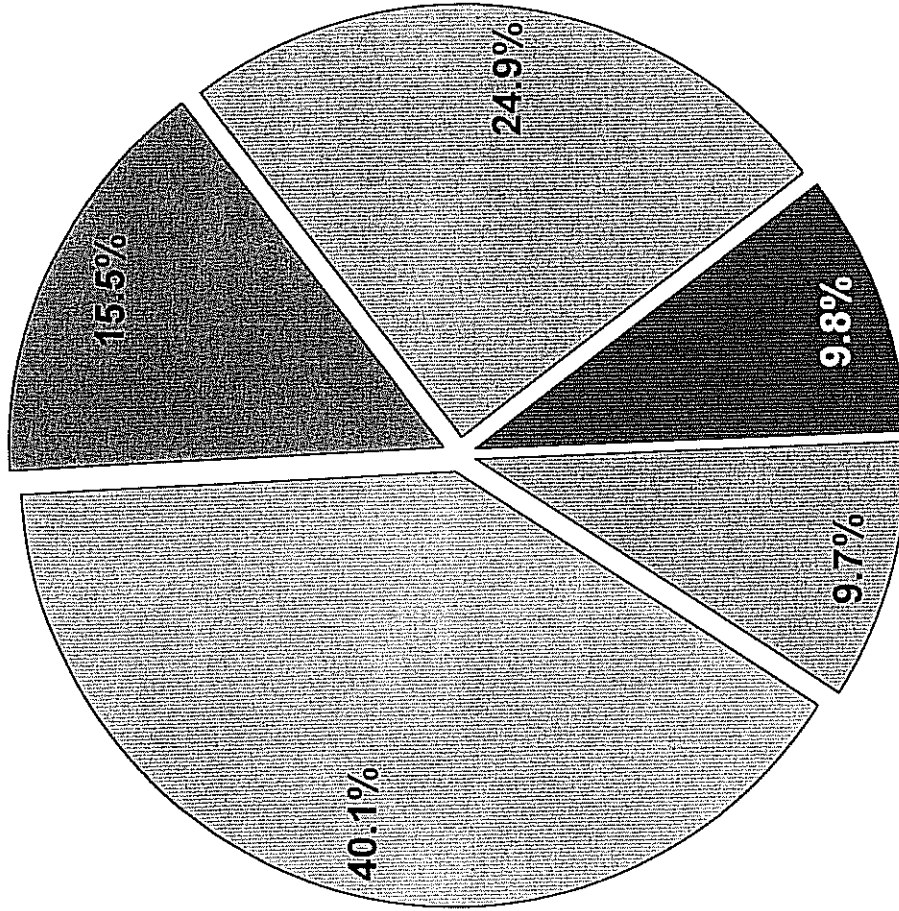


# Benefit Assessment Property Breakdown

	# of		# of Properties	Proportion of the Vote		
				100% Turnout	Expected Turnout	Low Turnout
Single Family Properties (Phase 2 or 3) - Single Property Owners	3,956	3,956	3,956	10.2%	9.8%	9.0%
Single Family Properties (Phase 2 or 3) - Multiple Property Owners	844	2,391	2,391	9.6%	9.7%	10.2%
Single Family Properties (Phase 1) - Single Property Owners	3,075	3,075	3,075	40.5%	40.1%	38.6%
Single Family Properties (Phase 1) - Multiple Property Owners	470	897	897	15.2%	15.5%	15.6%
Large & Commercial Properties	320	437	437	24.6%	24.9%	26.6%
<b>Total</b>	<b>8,668</b>	<b>10,756</b>	<b>10,756</b>			

# Proportion of Vote: Expected Turnout Scenario

- Single Family Properties (Phase 2 or 3) - Single Property Owners
- Single Family Properties (Phase 2 or 3) - Multiple Property Owners
- Single Family Properties (Phase 1) - Single Property Owners
- Single Family Properties (Phase 1) - Multiple Property Owners
- Large & Commercial Properties



## Conclusions I

- Property owners were not philosophically opposed to supporting a benefit assessment that would fund a new sewer system in the community.
- Cost was the major factor that limited support.
- Forty-five percent of the property owners surveyed would vote yes for the measure given a 50% funding scenario from the benefit assessment.

## Conclusions II

- Based on an quantitative evaluation of survey results, a benefit assessment between 40% and 45% of the entire assessment amount could reach a majority of support from HDWD property owners for the measure.

# Hi-Desert Water District Property Owners Survey Findings



November 16, 2011

[low] **RESEARCH PARTNERSHIP**  
[www.bwresearch.com](http://www.bwresearch.com)

**ATTACHMENT B**

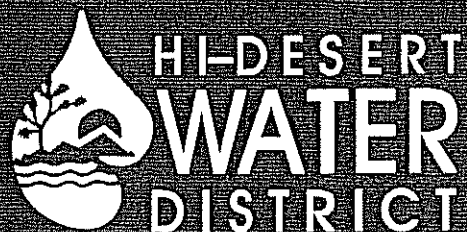
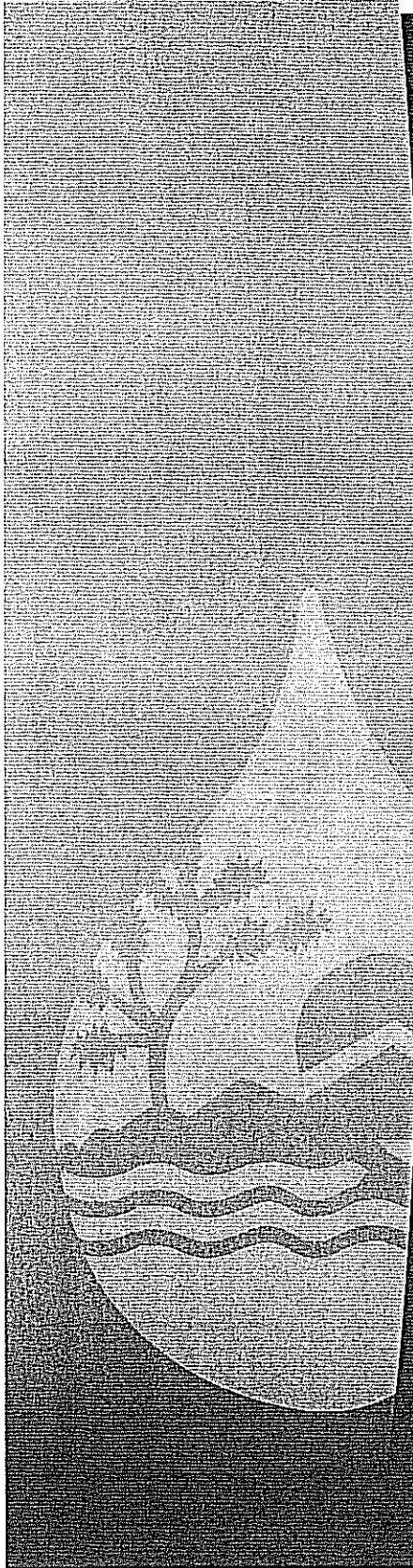
HDWD Wastewater Project  
Q&A Flier





# Wastewater Treatment & Water Reclamation Project

# & Questions Answers



# Wastewater Treatment & Water Reclamation Project Questions & Answers



## What is the Wastewater Treatment & Water Reclamation Project?

The Wastewater Treatment & Water Reclamation Project is a sewer system that would collect, treat, and reclaim wastewater for the area shown on the map on pages 7 and 8. The project is being proposed for funding as an Assessment District which property owners would approve through an election. The system, as proposed, has three phases. Phase 1, which is projected for construction by 2016, includes:

- a sewer collection system
- a wastewater treatment plant
- water reclamation recharge ponds

### Collection System

The collection system, the largest part of the project, consists of about 405,800 linear feet of pipe. Gravity will move the wastewater through the majority of the system. Three pump stations will be sited to pump the wastewater from the collectors to the treatment plant. The sewer pipe will be designed to have enough capacity to accommodate the eventual flow from phases 2 and 3, which are future parts of the larger project. Pipe sizes will range from 8 inches to 36 inches in diameter. The collection system will provide service up to the property line of privately-owned homes, businesses, and vacant land. (For

more information about installing a connection to the system from your private property see page 5).

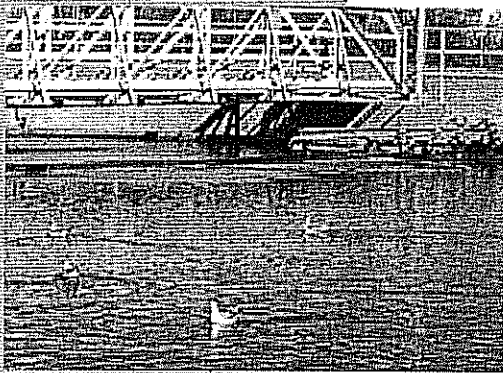
### Treatment Plant

The treatment plant will use extended aeration and may use advanced treatment (also called tertiary treatment) to treat an initial 1.5 million gallons of wastewater a day. This is enough to serve Phase 1 only. When phases 2 and 3 are built, additional capacity will be added. The plant will be located on 20 acres in the southern portion of an 80-acre parcel east of Home Depot (see map page 8), south of the highway, with access from La Contenta and Sunnyslope.

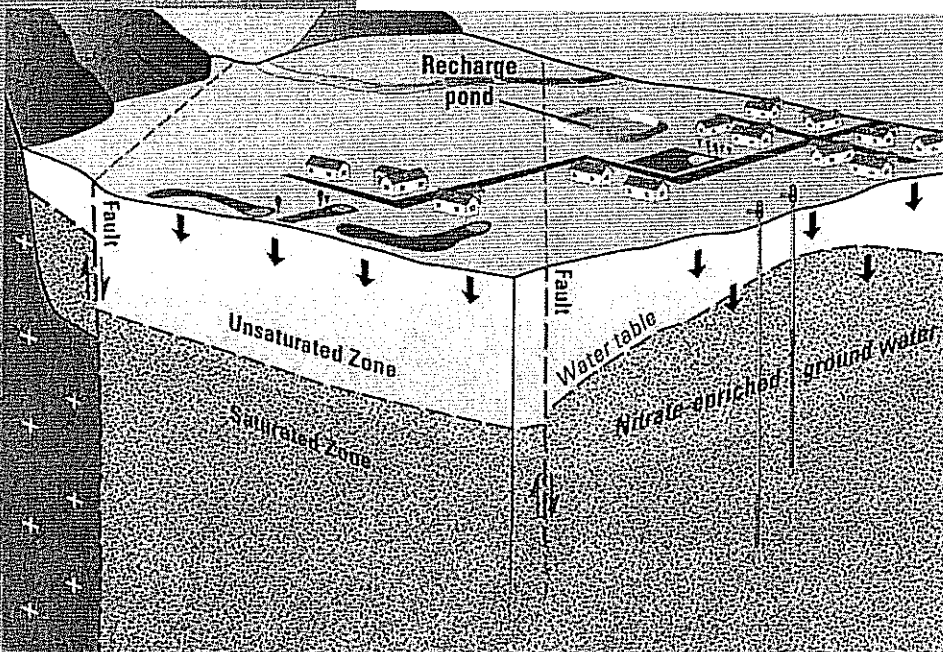
### Water Reclamation Recharge Ponds

At the treatment plant, the treated water will be discharged into ponds. The water will percolate into the ground to recharge the groundwater. In the future, treated water can be used to irrigate facilities with large landscapes such as parks and schools. A recycled water option may be added in the future, but would represent an increase in project costs. Hi-Desert Water District is working with the Town of Yucca Valley on ways to fund a recycled water system.

For definitions of technical terms, see page 14



High nitrate concentrations exist in the unsaturated zone of the soil. The continued use of septic systems drives the nitrates into our groundwater.





## Why do we need the Project?

The sewer system is needed to protect the groundwater. Septic systems leave behind residues when wastewater is discharged to the soil and absorbed. These residues include nitrates and other pollutants including pharmaceuticals and salts and, for more than 60 years, they have been accumulating underground near and around the District's wells.

Water quality concerns are not new to Yucca Valley. As early as the 1970s much of the area's development was already located over the groundwater basin.

### Groundwater Protection

Fortunately the water table for the groundwater basin is deep (approximately 280 feet below the surface of the land) which has slowed impacts to groundwater quality and delayed the need for a sewer system until now.

Today, continuing to rely on septic systems as we have in the past is no longer an option. Historically, increasing levels of water use caused the water table to drop over 300 feet from the 1940s through 1995. During this period, the water levels dropped faster than the nitrates from septic systems moved downward.

To address the declining groundwater levels, the community voted for and constructed the Morongo Basin Pipeline and recharge basins. Hi-Desert Water District began to percolate water purchased from Mojave Water Agency to replenish the groundwater supply.

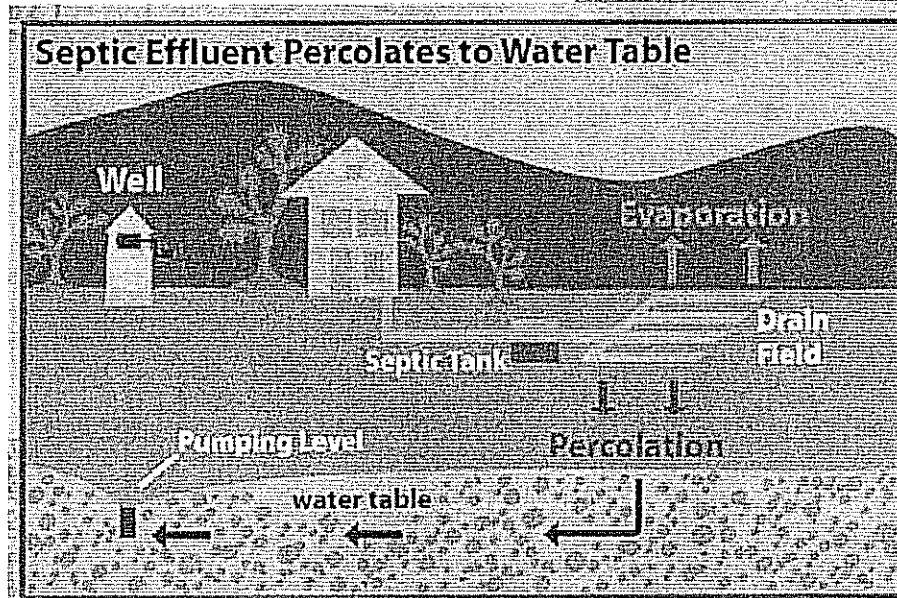
Once the District began to recharge the groundwater, the water table began to rise. High levels of nitrates left behind from the years of septic discharge were found in some wells. As a result, recharge activities have been limited and the storage capacity of the basin has been lost due to nitrate accumulation in the soils. The recharge water is high quality and has actually improved groundwater quality by diluting the nitrates. Water levels have also not returned to native levels.

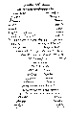
The USGS confirmed that discharge from the septic systems and nitrates that exist in the unsaturated soil continue to pose a threat to the groundwater. In fact, the USGS estimates 880 acre-feet of septic discharge currently reaches the groundwater every year.

### Septic Prohibition

In 2007, the California Regional Water Quality Control Board (Regional Board), the State agency responsible for protecting water quality, adopted a resolution identifying the Town of Yucca Valley as a top priority for eliminating the use of septic systems. A Memorandum of Agreement with Regional Board, the Town of Yucca Valley and the Hi-Desert Water District set interim permitting guidelines to allow new septic systems while a wastewater system is planned. In addition, the State has passed septic discharge prohibitions for the future. Prohibition in the Phase 1 area begins 2016, Phase 2 begins in 2019, and Phase 3 begins in 2022. The prohibition states existing septic systems will not be allowed to discharge wastewater into the ground (see page 3 for more details).

Hi-Desert Water District has assumed the role of planning and building a Wastewater Treatment & Water Reclamation System to protect the groundwater and satisfy the State requirements for groundwater protection.





## What are the State's Septic Discharge Prohibitions?

On November 1, 2011, the State Regional Water Quality Control Board amended their Basin Plan to prohibit discharge from septic systems in the Town of Yucca Valley beginning in 2016 for Phase 1, 2019 for Phase 2 and 2022 for Phase 3.



The Regional Water Board Enforcement staff will "implement prompt, consistent, fair, and progressive enforcement" to bring those who fail to stop discharging into compliance. Non-compliance letters, followed by Cleanup and Abatement Orders are the first stages of enforcement. Cease and Desist orders and Civil Liability Complaints, or fines may be used to achieve compliance with the prohibition. Although fines of up to \$5,000 per day can be levied against individual property owners in the form of liens for violators, the mission of the State Regional Board is to eliminate septic discharge impacts to groundwater and help property owners comply.

There are limited provisions for exemptions which individual property owners may apply. Exemptions would be evaluated on a case-by-case basis.

If the Wastewater Treatment & Reclamation Project is not built, there will be no sewer service and property owners will not be allowed to discharge from their septic systems. Septic tanks would be required to be sealed and pumped when full or the property owner could construct a residential level package treatment plant. These options are costly and will not provide a community-wide solution. The cost of a residential level package treatment plant is \$20,000 to \$30,000, plus operating costs. The average cost to pump a septic system is \$350 each time. A sealed tank could require pumping at intervals between one week to two months depending on use and number of occupants.

New construction would be allowed to be built only with a package treatment plant.



## Can we just treat the water at the well that we serve to customers, instead of building a wastewater treatment plant?



We are required to protect the water supply, not just treat it. Treating nitrates is not an acceptable solution according to the Regional Board, as the groundwater supplies would still be in danger of irreversible contamination.



## What alternatives did the District consider prior to choosing the centralized treatment plant and gravity collection system?



The District considered various technologies including decentralized systems, package treatment plants, Septic Tank Effluent Pump/Gravity systems (STEP/STEG), enhanced septic systems, and a regional project.

Package treatment plants and decentralized systems offered little savings up front and are more expensive to operate.

Investigation of the STEP/STEG option revealed too many risk factors including high maintenance costs. No other community of Yucca Valley's size has ever had a STEP/STEG system and therefore, have never been successfully demonstrated at the service levels required by Yucca Valley. Additionally, the topography of the valley lends itself well to a traditional gravity collection system.

Enhanced septic systems are estimated to cost more than the centralized project at \$20,000 per house and each property owner would have to maintain his or her own system. Local commercial package treatment plant operation has proven to be costly to the businesses who own them.

As stated above, nitrate removal is not an option because the law requires that the water supply be protected, not just treated.

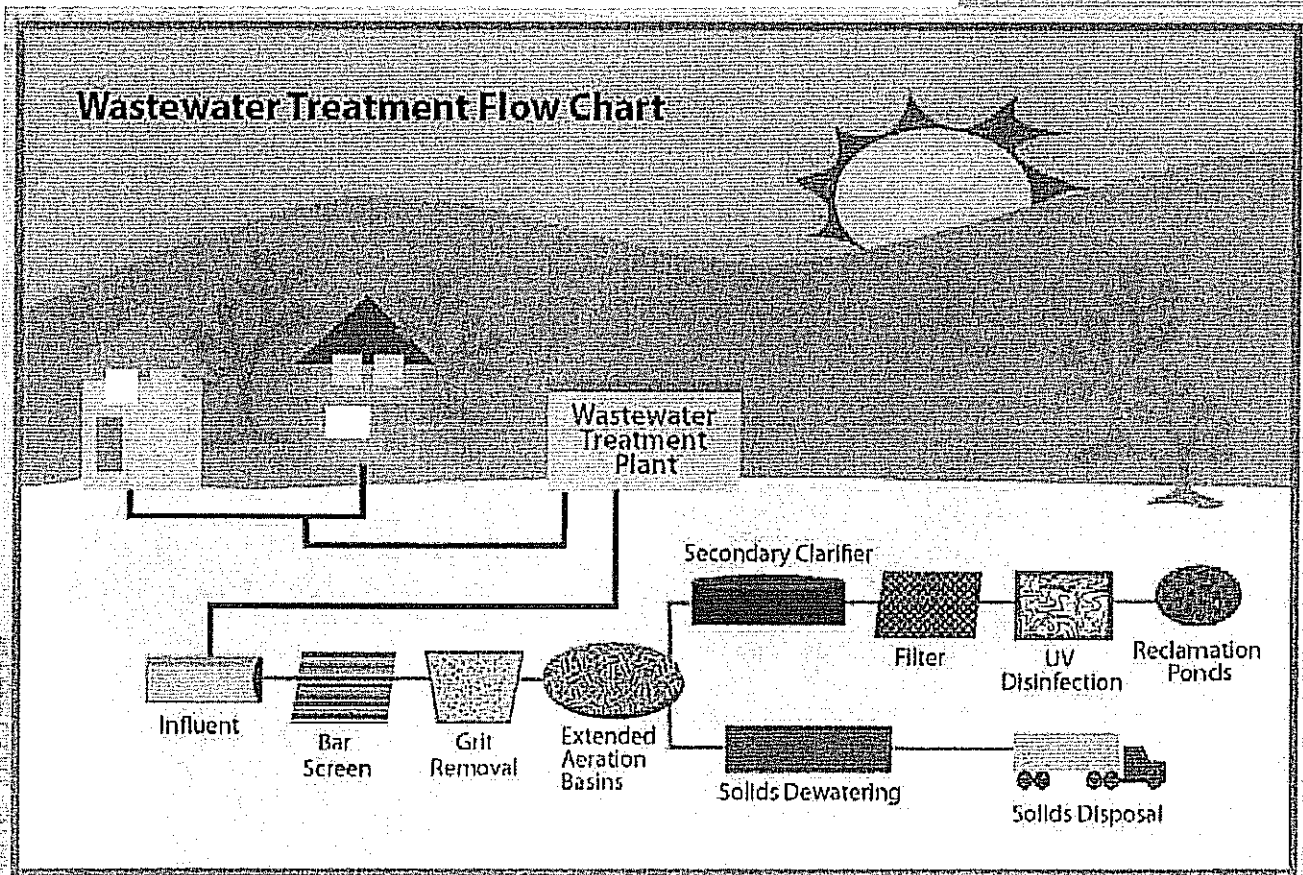
At this time a regional wastewater facility is not feasible due to the cost and timeline; however, there are opportunities for regional cooperation through shared operating agreements, purchasing power, and information exchange. Joshua Basin Water District and the City of Twentynine Palms are both working on solutions to address wastewater disposal in their communities.

## How will the system work?

Sewer collection lines will, for the most part, use gravity to transport wastewater to the treatment plant. The system will not collect rain run-off, only household and commercial waste.

At the treatment plant, the water will be treated to meet regulatory requirements. Nitrates are removed to meet drinking water standards. The solids will be dried using a mechanical belt press and trucked to be recycled for fertilizer or to a landfill. The treated water is then recharged to the groundwater basin through on-site recharge ponds where it will percolate into the ground to become part of the future water supply.

It is also important to note that current technologies for odor control will result in little to no odor.







## When and how will customers hook up?

Once the wastewater sewer lines are constructed in the streets (2015-2016), property owners will be notified to connect to the system. There will be approximately 30-90 days for property owners to connect. The exact time will be set by the Hi-Desert Board of Directors in accordance with the Regional Board requirements.

Property owners or their contractors will install a collection line from homes or businesses to the property line and abandon their existing septic systems. The time required for this work is often only one day.

In most cases, the current septic system is left in place until the new connection can be made. A home is typically out of wastewater service for only 15 to 30 minutes during the final connection.

### Here's how the system will be built and the property owner would connect.

The District will survey and map the specific details of the community including elevations, utility locations, streets, and buildings, then hire an engineer to design the system. Once the design is final, a contractor will be hired to install the collection system in the street and laterals to the property lines (see diagram to the right). The pipes will be constructed to allow gravity to move most of the wastewater to the treatment plant.

Once the system is operational, homeowners or their licensed contractors will install a private property connection and abandon the septic tank by following these steps:

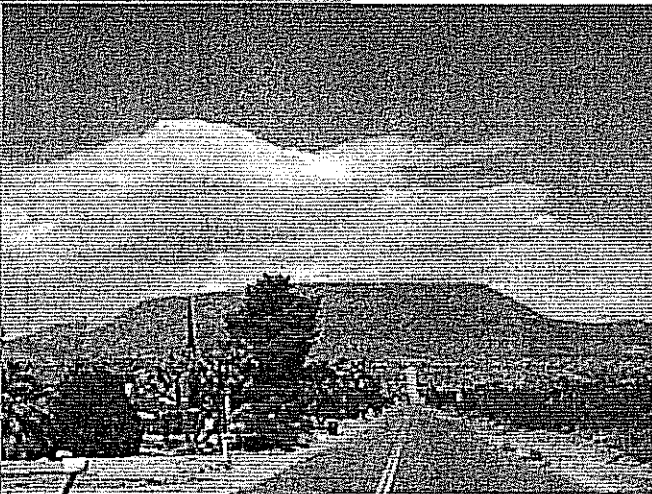
- Locate the septic system
- Design the line from the sewer lateral at the property line to the connection point
- Obtain a permit from the Town of Yucca Valley
- Dig the trench from the connection point to the property line
- Lay the pipe in the trench
- Disconnect the septic system
- Pump the septic tank and fill it with dirt or sand
- Finalize the connection and have it inspected
- Backfill the trench, making sure there is proper compaction of the dirt

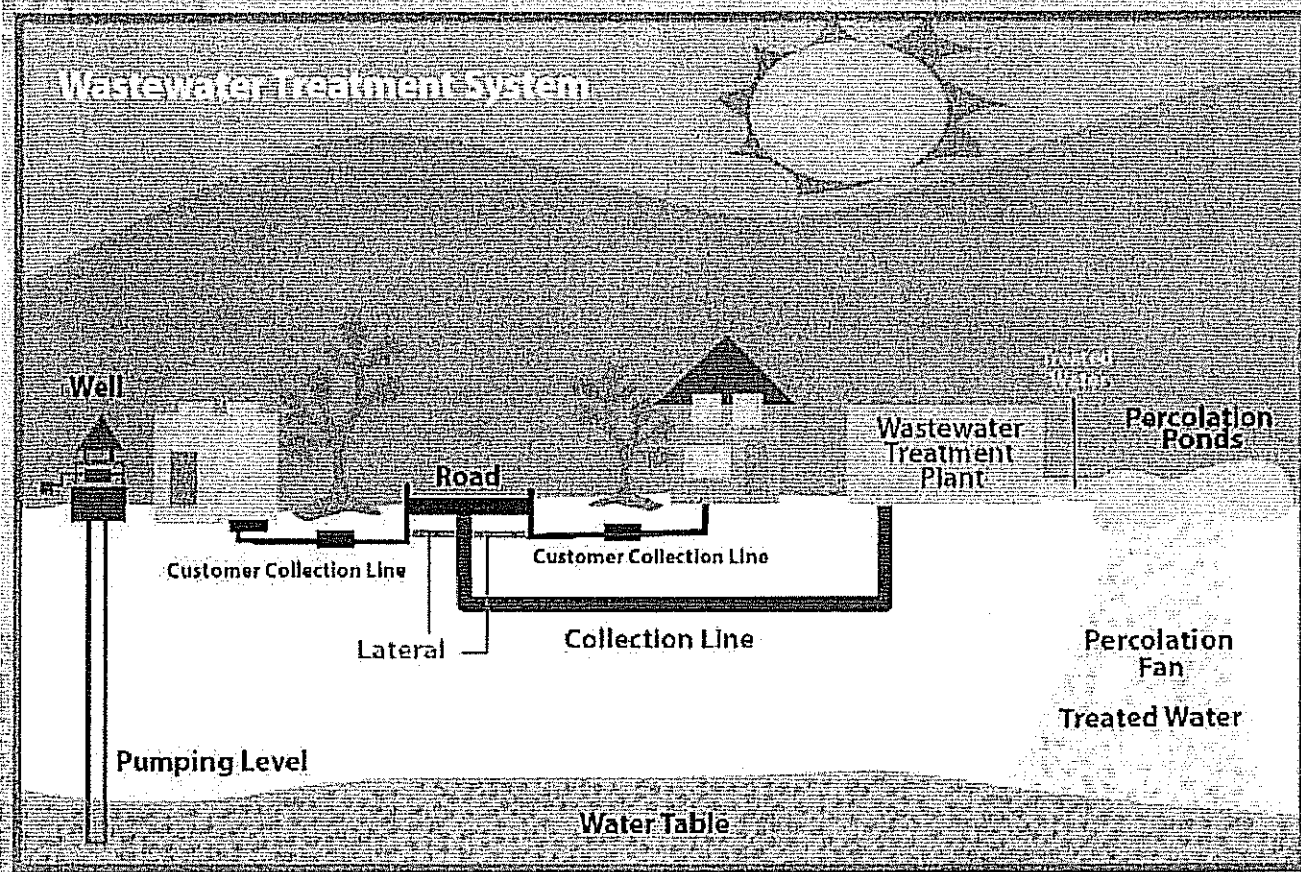
Some people are concerned their homes are lower than the street. The depth of the sewer collectors is determined by the elevation of properties. Collectors can be buried very deep—7 feet to more than 20 feet deep.

The slope required to the street is determined by the size of the pipe. Pipe sizes three or four inches in diameter require a slope of one-quarter inch drop every foot of distance. A house with a connection 50 feet from the street and four-inch pipe would require a minimum of 12.5 inches drop from the connection point to the sewer lateral in the street.

For properties below street level, where it is not possible to bury the pipes deep enough, the connection may require a property owner to install a pump to lift the sewage to the collector line (costs \$200-\$300). Other options include running the sewer line to the next lower street by gaining an easement from the neighboring property owner.

If you hire a qualified licensed contractor, he or she should know the requirements and be able to design and build the system. Property owners are allowed to do their own work as long as they comply with the building code standards and the permitting/inspection processes. The District is looking at ways to simplify this

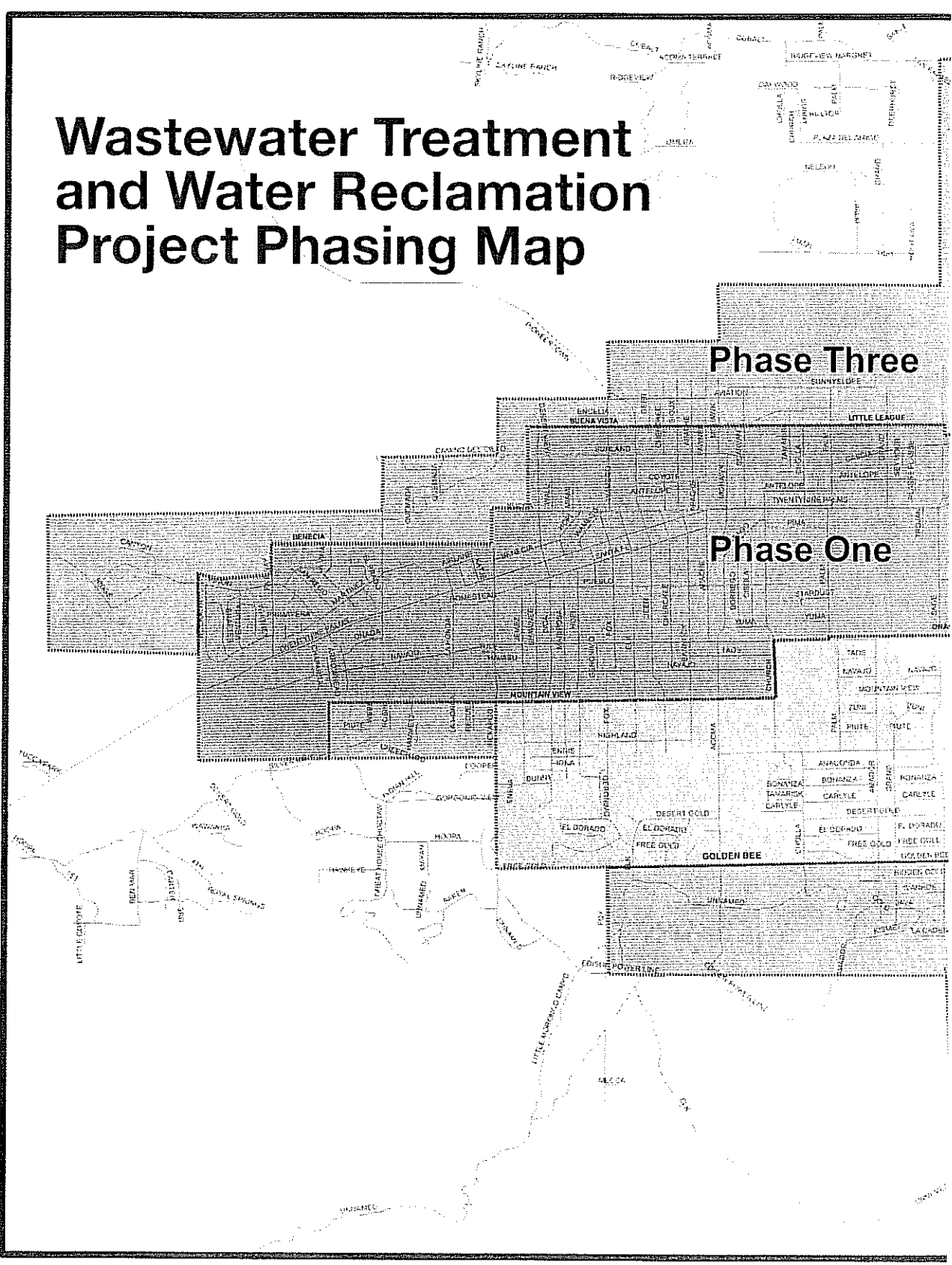




process for property owners by offering financing through Hi-Desert Water District. Participants may use a District-selected contractor.

The Town of Yucca Valley will have the standards for the design of private property connections required as part of the normal permitting process. Hi-Desert Water District will require inspection prior to backfill.

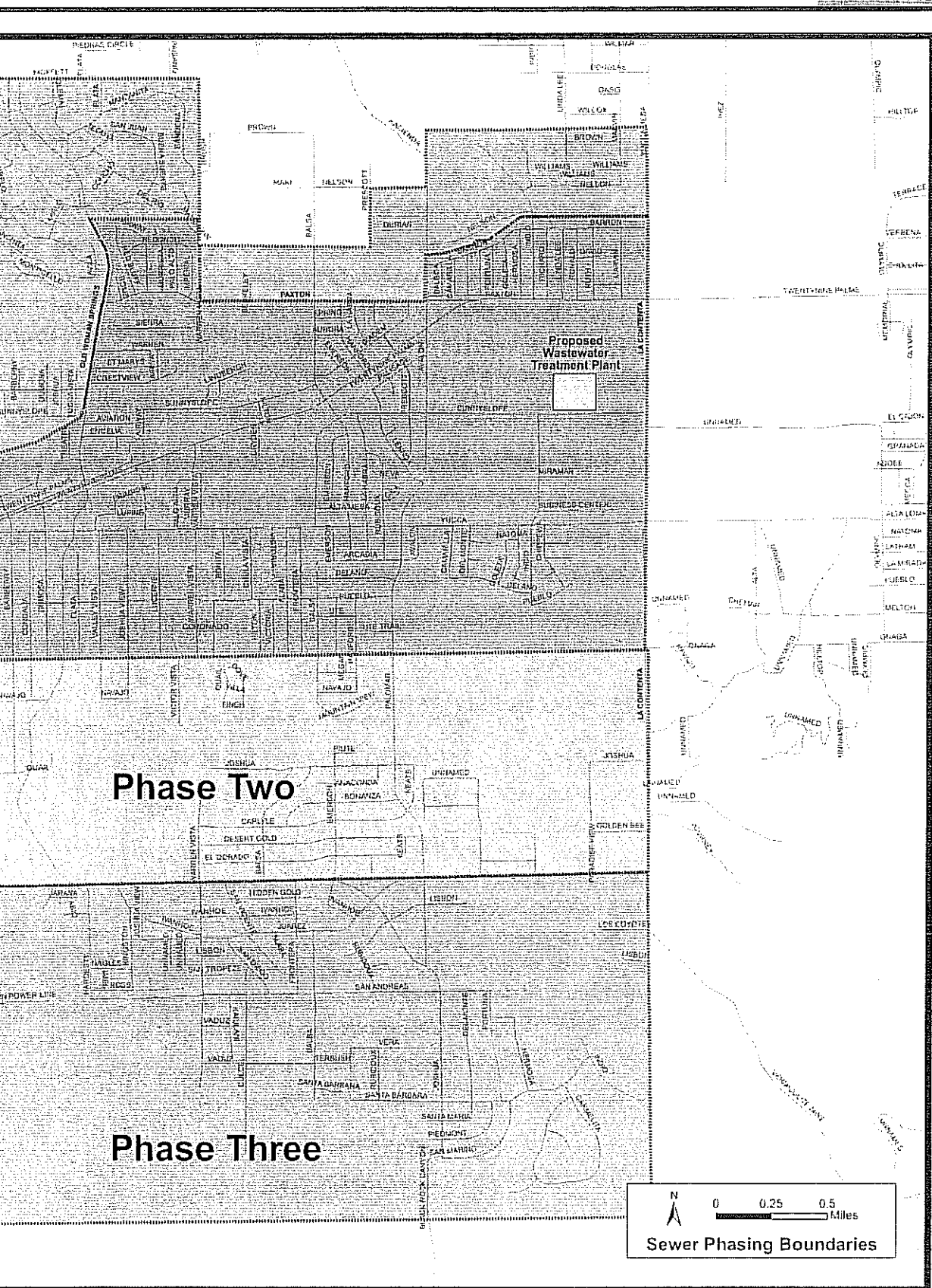
# Wastewater Treatment and Water Reclamation Project Phasing Map




Phase Three

Phase One






 0 0.25 0.5 Miles  
**Sewer Phasing Boundaries**



## What will it cost?

There are three cost components:

- Public Infrastructure Cost
- Private Property Cost
- Service Charge

### Public Infrastructure Cost:

The Engineer's Estimate for Phase 1 is \$125 million. This includes the cost of planning, financing, construction of the collection system and treatment plant, and a 15% contingency. Additional project cost estimates are required for the completion of phases 2 and 3.

The District is working hard to fund the project so there is the lowest possible monthly cost to property owners.

Federal, state, and local grants, loans, and other resources will offset some of the cost. Grants come from a variety of sources including the U.S. EPA and the Department of Water. The District continues to actively pursue other grant money.

The District is also working closely with the Town of Yucca Valley to further reduce costs to property owners. Under consideration is a local 1% sales tax that would reduce the cost to property owners and provide additional revenue to pay for the project.

If these efforts to raise additional funds succeed, an Assessment District will be formed for the amount that remains unfunded. Grants and other non-repayable sources of funds will be subtracted from the \$125 million to determine how much individual property owners will pay.

The balance will be spread among the property owners based on a formula that evaluates the benefit each property will receive from the completed sewer system. A single family unit is the base for evaluating the benefit. Mobile homes and vacant land owners will pay less than a single family unit and commercial property owners will pay based on the amount of water used on the property.

A loan from the State Revolving Fund will be used to fund the project and the payments by property owners will repay the loan. At this time, the District is working to secure the lowest possible interest rate (between 0% and 2.6%) from the State.

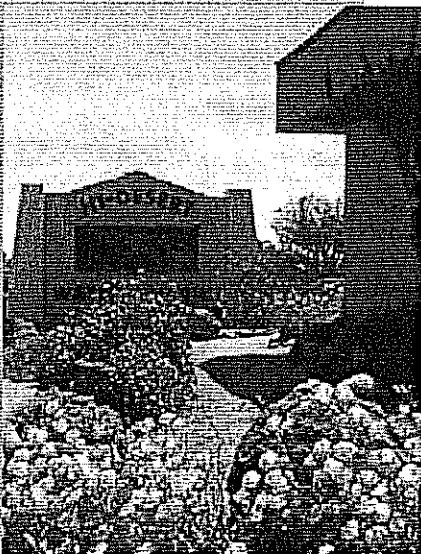
The goal is to keep monthly payments at the lowest possible level and if obtaining grants and assistance from a sales tax is successful, the targeted monthly property assessment cost will range from \$20 to \$40 per month (for a single family home).

A Low Income Assistance Program will help those who still cannot afford the connection (see page 12).

### Private Property Cost:

The cost of a private property connection averages \$2,000 (more or less), depending on the length of the line, existing landscaping, and other property characteristics. This includes the permit, pumping the tank, filling it with sand, and constructing the line. In other communities, homeowners have realized significant savings by forming neighborhood groups to negotiate a special rate with a licensed contractor to perform the work.

The District is applying for low interest loans to help finance private property connections over 30 years at 0-2.6% interest. New legislation will allow the District to secure loans for these connections on behalf of the property owners. In other words, the District can secure the loans, the property owners do not have to. Property owners who opt to finance under this program would pay \$4 to \$8 per month.





In some cases, the District may be able to delay connection for low-income qualified property owners until the property sells. An application and approval from the Regional Water Quality Control Board would be applied for and approved on an individual basis.

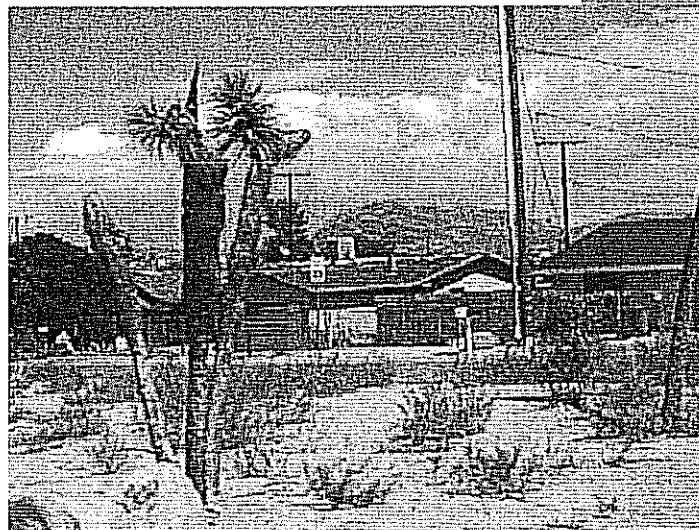
See page 12 for details on the proposed Low Income Assistance Program.

**Service Charge:**

Customers will pay a monthly service charge to pay for the cost to operate the plant and collection system (electricity, maintenance, and staffing). Phase 1 will receive sewer service and will begin to pay once hooked up (2016).

Single Family Home	\$36.00
Multi-Family Unit	\$27.00
Mobile Home Unit	\$21.60

Commercial accounts are calculated based on estimated wastewater flows and strength of the wastewater. Some small commercial retail stores with one bathroom and few employees may be the same or less than a single family residence, while a restaurant will be more.





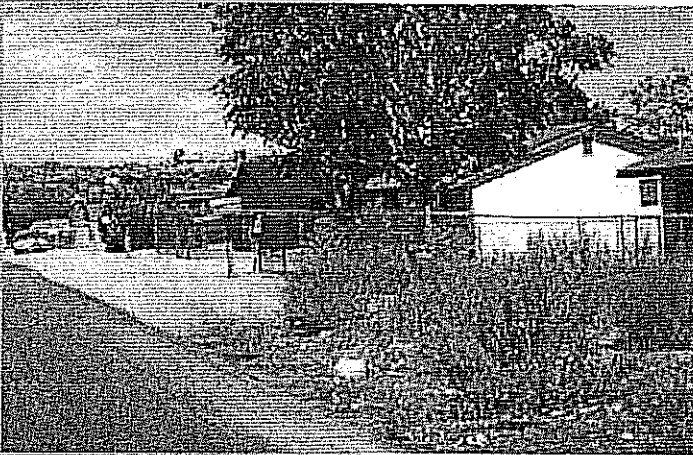
## What funds does the District have and what is the District doing to get more?

The District continues to actively seek grants, forgivable loans, low-interest loans, and other sources of funds. These resources will reduce the monthly payments for constructing the system.

To date, these available funds total over \$7.5 million. They come from a variety of sources including the U.S. EPA, the Department of Water Resources, U.S. Bureau of Reclamation, a Water Fund Loan, and the State Water Resources Control Board.

### U.S. Bureau of Reclamation Grant

The District has a \$20 million authorization from the U.S. Bureau of Reclamation, of which \$17.5 million remains to be appropriated. The portion we have been granted is used to help fund the planning stages, and the remaining portion could fund construction. This grant requires a 75% local match.



### State Revolving Fund

Hi-Desert Water District is also applying to the State Water Resources Control Board State Revolving Fund (SRF) as a Disadvantaged Community. This is a federally-funded program through the Clean Water Act for water and wastewater projects. This is the preferred source of financing, which also offers debt forgiveness.

Loans to disadvantaged communities under this program are eligible for \$8 million in debt forgiveness, an interest rate between 0% and 3%, and 30 year financing terms. There are limited funds remaining for debt forgiveness (from the Stimulus Package), which will be awarded

on a first-come, first-served basis. In order to apply, the Assessment District must be formed first.

Low interest loans reduce the monthly payment and financing costs. In fact, a 1% interest loan can lower the monthly payment the same amount as receiving a 20% grant. El Rio in Ventura County just received a 1% loan.

### Community Development Block Grants

The District applied last year for Community Development Block Grants (CDBG) to support a low income assistance program. Staff will continue to seek this grant.

### Other Resources

In addition to these known sources, the District may be able to form a non-profit 501(c)3 organization to apply for grants to fund the Low Income Assistance Program through sources that may not be available to public agencies.

## Is there a Low Income Assistance Program?

A low income assistance program would help those who cannot afford to pay the assessment even after the payments are reduced by grants. The District cannot use revenues generated by charging some customers more to help those with low incomes. As a result, a low income assistance program must be funded through other sources. In order to assist 10% of the property owners, the District would require approximately \$250,000 a year or \$5.5 million. To qualify for the program, property owners would have to demonstrate need and complete an application. The District could defer the payments until the property is sold, at which time the deferred amount would be paid through the sale of the property.

The Regional Board has also provided certain exemptions to delay connection to the system, however, the assessment may still be required to be paid. The District would apply to the Board on the customer's behalf and the Regional Board would be required to approve or deny the application. The goal of the low income assistance program will be to provide assistance where necessary to connect a large majority of the community to the system.

Hi-Desert Water District is currently evaluating the degree of need in the community. The program would be available for application before the first property tax payments are due (approximately 2015-2016).

## How will the Assessment District election work?

The Assessment District Engineer's Report divides the cost of the project fairly to each parcel according to the benefit to each property. This is the maximum assessment each property owner will pay.

Once the Engineer's Report is complete and adopted by the Board, a notice of the Assessment District election will be mailed to each property owner at the address on file with the San Bernardino County Assessor's Office.

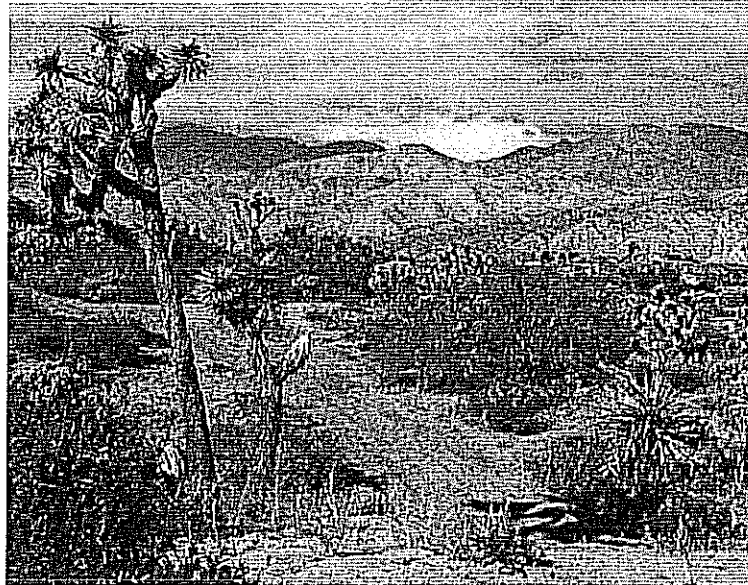
Property owners will receive a ballot at least 45 days prior to the public hearing.

The ballots are weighted according to the cost to each property. In other words, the higher the cost, the greater the weight of the vote. Owners of properties in all three phases will vote, since all three phases would be paying something toward the system.

There are three phases to the project. Phase 1, is the area closest to Twentynine Palms Highway, will receive service first. Phases 2 and 3 will pay initially for the construction of the major pipelines to collect the wastewater and will pay later to add capacity to the treatment plant as they are hooked up to the system. These later phases will require future votes.

Ballots are received and tabulated in an open public meeting and the results will be reported at that time. Property owners may either mail their ballots early enough to make sure they are received by the time of the public hearing or submit them in person at the public hearing.

If a majority support exists—meaning more than 50% of the weighted votes returned support the assessment—the assessment election passes. The cost of the project to each property would then become a lien in the amount of the assessment debt to be repaid beginning in 2016.







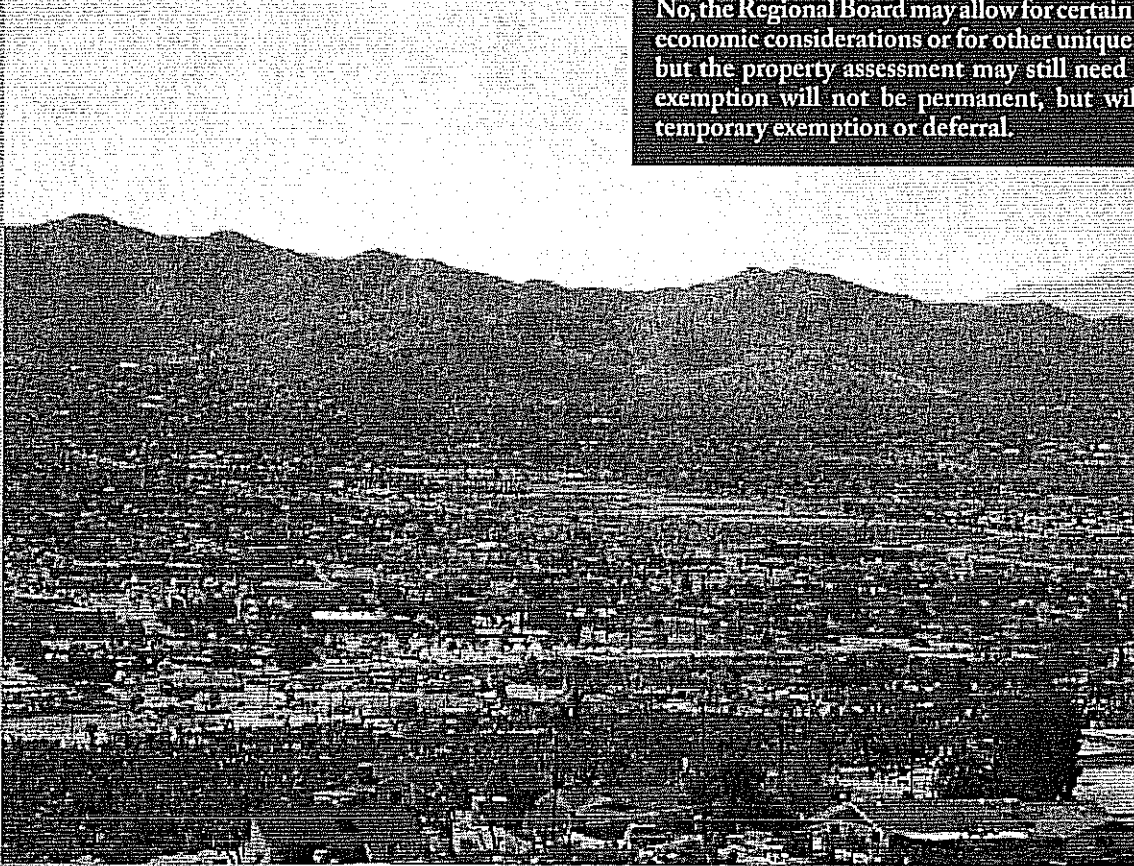
### Will the District operate the plant & maintain the collection system once it is built?

The District will consider the most cost-effective option for the eventual operation and maintenance of the plant and collection system.

Options under consideration include contracting with the County, a private company, or hiring qualified staff to operate and maintain the collection system and the treatment plant.

### Will any property be exempt?

No, the Regional Board may allow for certain exemptions for economic considerations or for other unique circumstances, but the property assessment may still need to be paid. An exemption will not be permanent, but will instead be a temporary exemption or deferral.

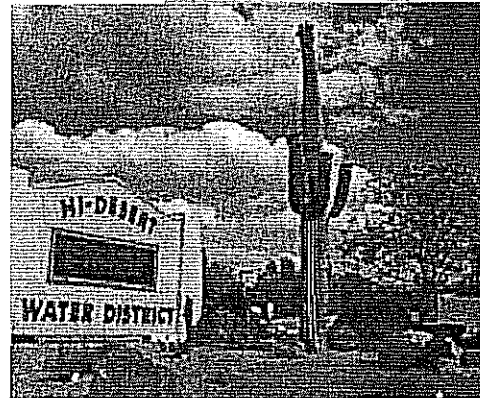


### Can the water that will be recharged be stored in the ground or will it be lost to Joshua Tree?

The Yucca Barrier is a fault that runs north and south and defines the eastern border of the Warren Basin where the groundwater will be recharged. This fault helps to minimize water loss to Joshua Tree.

## How did Hi-Desert Water District become responsible for sewer services?

Hi-Desert Water District volunteered to become the sewerage agency because of the importance of the project to water quality. In 2008, the District applied for authority to build and operate the sewer system through the Local Agency Formation Commission (LAFCO), which is the agency that determines which public agencies will provide services to an area. LAFCO granted the Hi-Desert Water District sewerage authority to construct, operate and maintain the Project on February 17, 2010.



## What is the timeline for the Project?

The District has completed the Sewer Master Plan with phasing map, the Preliminary Design Report, the Rate Study, the California Environmental Quality Act review process, and obtained LAFCO sewerage authority approval. The following is the projected timeline for remaining key tasks:

Assessment District Engineers Report	2011—2012
Obtain Grant Funding	2011—2016
Design & Bid	2012—2013
Construction—Phase 1	2014—2016
Phase 2	by 2019
Phase 3	by 2022

## What about construction traffic?

During the construction phase, the District will have a communication and traffic plan to minimize the impact on traffic and the daily lives of all affected neighborhoods.

## How do I get involved and stay informed?

The public is encouraged to attend Board meetings, Public Advisory Committee meetings, project information meetings and contact District staff directly. The District sends Wastewater Project email updates to those who are interested in receiving Project Updates as they become available.

To add your name to the list, sign up online at [www.yuccavalleywastewater.org](http://www.yuccavalleywastewater.org), email [info@hdwd.com](mailto:info@hdwd.com) or call the Wastewater Project Information Line at (760) 861-8031.

[www.YuccaValleyWastewater.org](http://www.YuccaValleyWastewater.org).

## Resources:

Hi-Desert Water District Project website:  
[www.yuccavalleywastewater.org](http://www.yuccavalleywastewater.org) or [www.hdwd.com](http://www.hdwd.com)

San Bernardino County Local Agency Formation Commission (LAFCO)  
[www.sbclafco.org/role.htm](http://www.sbclafco.org/role.htm).

State Water Resources Control Board and Regional Water Quality Control Board  
Colorado Region 7  
[www.swrcb.ca.gov/rwqcb7/](http://www.swrcb.ca.gov/rwqcb7/)

HDWD is an equal opportunity provider.

## Glossary

Some terms used in this book may be unfamiliar to readers. Here are some helpful definitions.

**leach:** to remove soluble matter from a substance by means of percolation.

**Package treatment plant:** a prefabricated, small-scale wastewater treatment plant.

**Permeable:** able to be penetrated by water or other liquid.

**Recharge:** a process by which water percolates through permeable soils, soaking in and reaching the groundwater table where it adds to the groundwater supply.

**Tertiary treatment:** the treatment of wastewater beyond the secondary or biological stage. The term normally implies the removal of nutrients, such as phosphorus and nitrogen, and of a high percentage of suspended solids. The term is now being replaced by advanced waste treatment.

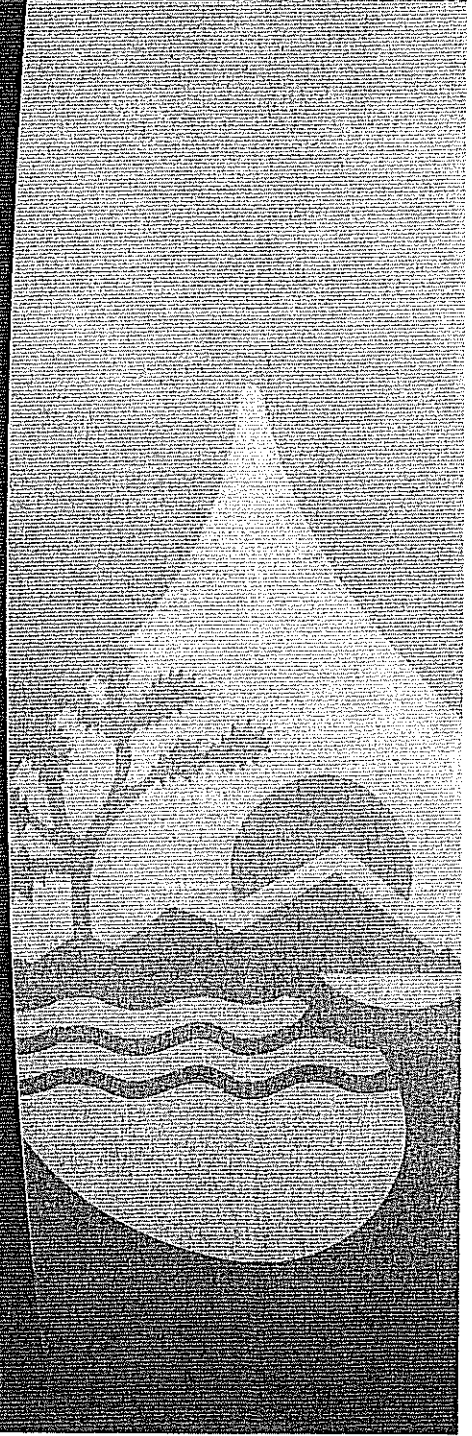
**Water reclamation:** treating wastewater to a level where it is clean enough for beneficial use.



55439 29 Palms Highway  
Yucca Valley, CA 92284  
(760) 861-8031 Wastewater Project Information Line  
[www.hdwd.com](http://www.hdwd.com) or  
email [info@hdwd.com](mailto:info@hdwd.com)



## Important Property Owner Information Inside



## ATTACHMENT C

Town General Plan Survey Questions  
Scheduled 12/14/11 – 12/19/11 (tentative)

(Attachment “C” will be transmitted to all firms that submit an “Intent to Propose” letter to [mnuaimi@yucca-valley.org](mailto:mnuaimi@yucca-valley.org) prior to 5:00 PM on December 19<sup>th</sup>, 2011. Attachment “C” will be sent once the survey is fielded.)