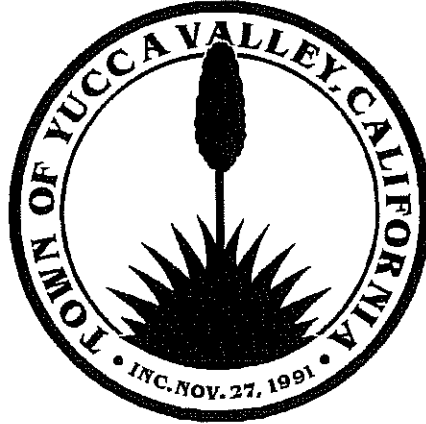


TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING



*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, NOVEMBER 20, 2012
CLOSED SESSION: 5:00 p.m.
YUCCA VALLEY TOWN HALL CONFERENCE ROOM
57090 – 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

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

* * * *

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

* * * *

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

**AGENDA
MEETING OF THE
TOWN OF YUCCA VALLEY COUNCIL
TUESDAY, NOVEMBER 20, 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, prior to the Council meeting. Any materials submitted to the Agency after distribution of the agenda packet will be available for public review in the Town Clerk's Office during normal business hours and will be available for review at the Town Council meeting. Such documents are also available on the Town's website subject to staff's ability to post the documents before the meeting. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at 760-369-7209 ext. 226.

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

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

CLOSED SESSION 5:00 p.m. (PUBLIC COMMENTS WILL BE TAKEN AT TOWN HALL BEFORE THE COUNCIL ADJOURNS TO CLOSED SESSION)

CLOSED SESSION 5:00 p.m. (PUBLIC COMMENTS WILL BE TAKEN AT TOWN HALL BEFORE THE COUNCIL ADJOURNS TO CLOSED SESSION)

- 1. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 579569(B) (3) (E):** Closed Session Conference with counsel regarding potential litigation.

OPENING CEREMONIES

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

Led by Pastor Tom Aversa, Valley Community Chapel

AGENCY REPORTS

Chamber of Commerce

1. Monthly Chamber of Commerce Report for September 2012

Hi Desert Water District

2. Water and Wastewater Project Updates.

APPROVAL OF AGENDA

Action: Move _____ 2nd _____ Vote _____

CONSENT AGENDA

- 1-7 3. Minutes of the Town Council Meeting of November 6, 2012.

Recommendation: Approve the minutes as presented.

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

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

- 8-10 5. AB 1234 Reporting Requirements

Recommendation: Receive and file the AB 1234 Reporting Requirement Schedule for the month of October, 2012.

- 11-12 6. Monthly Statistical Fire Department Report for October 2012

Recommendation: Receive and file the report.

- 13-20 7. Facility Use/Partnership Agreement – Boys and Girls Club of the Hi Desert.

Recommendation: Approve the Facility Use Agreement with the Boys and Girls Club of the Hi Desert.

21-32 8. Contract Amendment No, 6- RBF, Inc. PS&E Phase

Recommendation: Approve Amendment No. 6 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 September 13, 2012 and attached to the proposed amendment as Exhibit “A” increasing the total compensation under the Agreement for Professional Consulting Services by \$25, 930, bringing the total compensation under the Agreement to \$742,069.

33-41 9. Warrant Register, October 30, 2012

Recommendation: Ratify the Warrant Register total of \$ for checks dated , 2012. Ratify Payroll Registers total of \$ dated , 2012.

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

Recommendation: Adopt Consent Agenda (items 3-)(roll call vote)

Action: Move _____ 2nd _____ Vote _____

DEPARTMENT REPORTS

42-48 10. Community Development Block Grant (CDBG) proposals

Staff Report

Recommendation: Move to authorize the submittal of a 2013-14 Community Development Block Grant project application for 1) Supplemental funding for the Community Center Playground Renovation / Splash Pad project; 2) Initial funding for a paradise Park improvement project; 3) Funding for a Town-wide Code Enforcement project.

Action: Move_____2nd_____Vote_____.

49-53 11. Park Name Recommendation

Staff Report

Recommendation: Review the recommendation from the Parks, Recreation and Cultural Commission and determine a name for the new Town park temporarily referred to as South Side Park.

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

12. Town Manager comments- Measure U Update

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

13. Council Member Huntington

14. Council Member Lombardo

15. Mayor Pro Tem Abel

16. Mayor Rowe

ANNOUNCEMENTS

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

6:00 p.m., Tuesday, December 4, 2012, Yucca Valley Community Center Yucca Room

CLOSING ANNOUNCEMENTS

ADJOURNMENT

Yucca Valley Town Council

Meeting Procedures

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

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

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

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

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

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

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

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

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

ACRONYM LIST

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

COUNCIL COMMITTEE MEETING TIMES

<u>COMMITTEE</u>	<u>REPRESENTATIVE</u>	<u>TIMES</u>	<u>LOCATION</u>
SANBAG	HUNTINGTON ROWE (ALT)	9:30am 1st Wed	San Bernardino
MEASURE I	HUNTINGTON ROWE (ALT)	9:00 a.m. 3rd Fri.	Apple Valley
DESERT SOLID WASTE JPA	HUNTINGTON LOMBARDO (ALT)	10:00am 2nd Thurs Feb, May, Aug, Nov	Victorville
LEAGUE OF CALIFORNIA CITIES DESERT/MOUNTAIN DIVISION	LOMBARDO ROWE (ALT)	10:00am. 4th Fri quarterly	Various Locations
MORONGO BASIN TRANSIT AUTHORITY	ABEL HUNTINGTON ROWE (ALT)	5:00 pm 4th Thurs	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	ABEL ROWE (ALT)	10:00am 4th Mon	Victorville
LEAGUE OF CALIFORNIA CITIES LEGISLATIVE DELEGATE	MAYOR		
SANBAG PLANS AND PROGRAMS (appointed by Sanbag Board)	HUNTINGTON	12:00 p.m. 3 rd Wed.	San Bernardino
LEGISLATIVE TEAM	HUNTINGTON ROWE	Proposed for Council Member to work with Town Manager meeting with legislators when necessary.	
FLOOD CONTROL ZONE 6	MAYOR		

CITY/COUNTY ANIMAL SERVICES JPA HUNTINGTON 10:00 a.m. last Thurs. Yucca Valley

LOMBARDO

AD HOC COMMITTEES

SENIOR HOUSING

HUNTINGTON
ROWE

SEWER FINANCING

ROWE

COUNCIL RULES & PROCEDURES

HUNTINGTON
LOMBARDO

MORONGO UNIFIED SCHOOL DISTRICT

ROWE

AUDIT

**TOWN OF YUCCA VALLEY
REGULAR AND SPECIAL TOWN COUNCIL MEETING MINUTES
NOVEMBER 6, 2012**

OPENING CEREMONIES

Mayor Rowe called the meeting to order at 6:04 p.m.

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

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

PLEDGE OF ALLEGIANCE

Led by Mayor Rowe

INVOCATION

Led by Chaplain Mike Kelliher, Joshua Springs Calvary Chapel

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

1. Introduce Sharon Cisneros, Senior Accountant.

Town Manager Nuaimi introduced Sharon Cisneros, Senior Accountant.

APPROVAL OF AGENDA

Council Member Abel moved to approve the agenda. Council Member Huntington seconded. Motion carried 4-0.

CONSENT AGENDA

2. Approve, Minutes of the Town Council Meeting of October 30, 2012, as presented.

3. Waive, further reading of all ordinances and read by title only.

Council Member Huntington requested to pull Item No. 4, Black Lava Butte Wind Project, Resolution.

Council Member Huntington moved to adopt Consent Agenda Items 2 and 3. Council Member Lombardo seconded. Motion carried 4-0 on a roll call vote.

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

4. Black Lava Butte Wind Project, Resolution of Opposition

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, OPPOSING THE CONSTRUCTION OF THE BLACK LAVA BUTTE WIND PROJECT

Deputy Town Manager Stueckle gave the staff report advising that the Bureau of Land Management (BLM) authorized the installation of four meteorological test towers in unincorporated County areas near Yucca Valley. Local coalitions formed to oppose the development of wind energy generation towers in the noted locations for a number of factors, including but not limited to, potential impacts on cultural and historic resources, view sheds, and impacts to biological resources. Prior Town Council action resulted in the adoption of Resolution No. 07-19, opposing the Green Path North project.

April Sall, Pioneertown, advised the application for this project came with the Green Path North application from Los Angeles Department of Water and Power (DWP). DWP withdrew their project application, however this portion was not withdrawn and sat stagnant until a new company came by and bought it. It could bring back Green Path North and would have detrimental effects on the environment. She encouraged the Council to adopt the resolution.

Claudia Sall, Pioneertown, spoke in opposition to the project and requested Council's support in opposing it.

Council Member Huntington commented this is obviously the re-spawning of Green Path North, which Council adamantly opposed in 2007.

Council Member Lombardo commented that, although he is in favor of wind energy, this is not the appropriate place for such a project.

Council Member Abel commented regarding the importance of the view shed, and the need to let our voices be heard.

Mayor Rowe thanked the Salls for their efforts.

Council Member Huntington moved to adopt Resolution No. 12-43, opposing construction of the Black Lava Butte Wind Project. Council Member Lombardo

seconded. Motion carried 4-0.

DEPARTMENT REPORTS

4a. Acceptance of Cyla Wells' Bequest

Town Manager Nuaimi advised in April, 2012, Town staff received notification that the Hi Desert Humane Center had been named as a beneficiary in the last will and testament of Ms. Cyla Wells, a deceased Yucca Valley resident. Ms. Wells had been a supporter of the Humane Center, the agency that carried out the animal adoption functions when the Town's local animal shelter was privately owned and operated as Hi Dez Kennels. Staff investigated the matter to determine whether the Yucca Valley Animal Shelter could be the rightful recipient of the bequest based on its presence in the same physical location, its role as the functional successor to Hi Dez Kennels, and its continuation of the animal adoptions previously handled by the Humane Center. Following review of the records, the Town Attorney's office petitioned the court to find the Town of Yucca Valley as the rightful successor to the Hi Desert Humane Center and entitled to the share of Ms. Wells' estate. The funds have been placed in a holding account pending Council acceptance and direction.

Town Manager Nuaimi thanked Animal Care & Control Manager Crider for her efforts in demonstrating that the Town was the rightful owner of the kennel.

Council Member Lombardo expressed his appreciation that one of our citizens would do this for the kennels.

Council Member Abel commented the Council wants to honor Ms. Wells by using the funding wisely

Council Member Abel moved to accept the bequest from the Cyla Wells estate; direct staff to provide the necessary accounting procedures to ensure that the funds are used to benefit the Yucca Valley Animal Shelter, in accordance with the restrictions placed on the use of funds by the benefactor; and direct staff to bring back a recommended expenditure plan that would be consistent with the restrictions placed on use of the funds. Council Member Huntington seconded. Motion carried 4-0.

5. Replacement Animal Shelter, ACJPA Project No. 1, Approve Bid Process, Contract Award, Town Construction Management/Specialized Inspections.

Town Manager Nuaimi gave the background of the project. R. C. Construction was the original apparent low bidder but pulled their bid within the prescribed amount of time due to a clerical error. Last time the item was before the Council it was presented that the worst-case total cost would be \$4,168,219, however, the bid came in under \$2.8 million

which brings the total project cost down to \$3.75 million. The original JPA agreement with the County was to construct a \$3.5 million facility with the Town and County splitting the cost 50/50. The Town and County were to contribute \$437,500 annually for four consecutive years to fund the obligation. We are now bringing forward the 2nd Amendment to the JPA whereby the JPA constructs the facility and dissolves after it is complete. The Town will operate the facility and continue to provide Shelter Services to the County. The Town has deposited \$437,500 with the JPA and has made additional contributions towards the project. The County will provide the balance of funding to complete the construction, and when complete the County and Town will co-own the facility. The County/Town initial shares based upon contributions will be 79%/21%. The Town will acquire ownership up to 50% over the next 20 years through an annual Operational Services Credit.

Council Member Huntington advised that he and Council Member Lombardo went through this issue at the JPA meeting and reviewed all the items. He added it is understood that the proposed \$60,000 from the Cyla Wells bequest will be in the contingency fund so if it is not needed it will be put back into the fund.

Council Member Lombardo commented this opportunity is going to help deliver a much needed facility through an incredibly good deal for the Town.

Council Member Abel questioned if the JPA had a discussion regarding including the startup costs, and if not, questioned if we are going in the wrong direction. Town Manager Nuaimi advised that all recommended actions were brought to the JPA as well as asking them to approve using the unused contingency toward startup costs. Council Member Abel commented he is also pleased to see the County is partnering with us on what to do with the current shelter facility in the future. Town Manager Nuaimi advised those costs will be built into capital expenses of future budgets. Council Member Abel questioned when it is anticipated the new shelter will be ready for use. Town Manager Nuaimi stated if construction is completed by next October, conservatively they will be occupying the shelter in the beginning of 2014. Council Member Abel questioned if the Town Engineer will be overseeing the project. Town Manager Nuaimi advised he will.

Mayor Rowe commented it has taken a long time, and is good to see the project go forward. She noted her concern was the earlier amount and is happy to see the bids come in under cost. Recommendation No. 2 is her only concern, and she would love to see the project remain at that original \$3.5 million, and the contingency remain unused. She added the facility will be a fantastic addition to our community.

Council Member Lombardo moved to review and approve the JPA's competitive bid process for the construction of the Animal Shelter, including, but not limited to the proposed consent to withdrawal of bid by R.C. Construction Services, Inc., based upon the following findings: A) R.C. Construction Services, Inc., made a clerical mistake

establishing an incorrect bid amount for Metal Buildings; B) R.C. Construction Services, Inc. gave the ACJPA written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, and specified in the letter in detail how the clerical mistake occurred by failure to include an additional \$400,000 in metal building costs; C) The clerical mistake made by R.C. Construction Services, Inc., is materially different than R.C. Construction Services, Inc. intended by the failure to include \$400,000 in Metal Buildings costs that were not included in the bid item due to the clerical mistake; and D) The clerical mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans and specifications. Council Member Abel seconded. Motion carried 4-0.

Council Member Abel moved to approve the Second Amendment to the ACJPA Agreement that increases the total project cost called out in the ACJPA Agreement from \$3.5 to \$3.75 million. Council Member Lombardo seconded. Motion carried 3-1 with Mayor Rowe voting no.

Council Member Lombardo moved to approve Second Amendment to the ACJPA Agreement that defines: Attachment A - Proposed Work Plan; Attachment B – Joint Funded Animal Shelter Project; Attachment C – Operational Agreement; and Attachment D – Joint Ownership agreement. Council Member Huntington seconded. Motion carried 4-0.

Council Member Abel moved to approve the JPA's proposed award of the "Base Bid" construction contract to Facility Builders and Erectors, Inc., in the amount of \$2,849,400.00, and the "Bid Alternate B" construction contract in the amount of \$31,800.00; approve the JPA's proposed authorization of a Construction Contingency in the amount of \$391,294 (14% of construction costs); and accept Town staff's proposal for Construction Management and Specialized Inspection Services. Council Member Huntington seconded. Motion carried 4-0.

Council Member Abel moved to approve the JPA's proposal that unused Construction Contingency be budgeted against one-time start-up costs for the replacement animal shelter. Such expenditure will be brought to the JPA Board for prior approval. Council Member Lombardo seconded. Motion carried 4-0.

Council Member Huntington pointed out if the contingency is used, the startup costs will come out of the shelter operating budget.

Council Member Abel moved to approve the Co-Ownership Agreement in form as presented in the JPA Second Amendment (Attachment D); Authorize the Town Manager and Town Attorney to make non-substantive modifications to finalize such agreement and its Exhibits to final form; and authorize the Mayor to execute the final agreement on behalf of the Town. Council Member Lombardo seconded. Motion carried 4-0.

Council Member Lombardo moved to approve the Fifth Amendment to Contract (No. 08-1152) between the County of San Bernardino and the Town of Yucca Valley for providing Animal Shelter Services for FY 2013/14. Council Member Abel seconded. Motion carried 4-0.

FUTURE AGENDA ITEMS

Mayor Rowe requested consideration of the Council's current invocation policy be brought forward for review in light of the recent controversy surrounding religious references at the High School. Council agreed.

PUBLIC COMMENT

Chad Purtell, Yucca Valley, commented regarding the speeding problem around the curve on Palo Alto onto Murray lane.

STAFF REPORTS AND COMMENTS

Administrative Services Director Yakimow welcomed Senior Accountant Cisneros.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

6. Council Member Huntington

Welcomed Senior Accountant Cisneros.

Wished the Candidates on the dais and in the audience best of luck in the election.

7. Council Member Lombardo

Welcome Senior Accountant Cisneros to the Yucca Valley family.

Wished his fellow candidates on the ballot well.

8. Mayor Pro Tem Abel

Welcomed Senior Accountant Cisneros stating he is thrilled to have her on staff.

Questioned the best way for people to express their concerns to Town Hall. Town Manager Nuaimi recommended the "Ask Yucca" page on the Town's website, or call Town Hall directly.

Commented he is excited about the election tonight, noting it is wonderful that our

citizens get the opportunity to vote and let their voices be heard.

Commented the Town has a fantastic staff, and he is thrilled about how the animal shelter is coming along.

9. Mayor Rowe

Welcomed Senior Accountant Cisneros,

Congratulated Animal Care & Control Manager Crider on the shelter project moving forward.

Wished all the candidates good luck.

ANNOUNCEMENTS

Next Town Council Meeting, Tuesday, November 20, 2012, 6:00 p.m.

ADJOURNMENT

There being no further business the meeting was adjourned at 6:51 p.m.

Respectfully submitted,

Jamie Anderson, MMC
Town Clerk



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Sharon Cisneros, Senior Accountant
Date: November 12, 2012
For Council Meeting: November 20, 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 October 2012.

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: 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.

Reviewed By: [Signature] Town Manager, [Signature] Town Attorney, [Signature] Admin Services, [Signature] Finance

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

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.

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 October 2012

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



SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

October 2012 Summary

ADMINISTRATIVE MONTHLY REPORT

The County Fire Department responded to a total of 404 requests for assistance within our town boundaries. Division wide responses for the South Desert during the Month of October were 661 incidents.

EMERGENCY RESPONSES

ESTIMATED FIRE LOSS (In dollars)

Total Loss	\$	13,600	Value	\$	102,100
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RESPONSES OTHER THAN FIRES

Fires	6
Rupture / Explosion	0
EMS / Rescue	305
Hazardous Condition	3
Service Calls	42
Good Intent Calls	35
False Call	12
Other	1

ALARMS – ALL TYPES

Yucca Valley Response Area

2012 Year-to-Date

TOTAL NON-FIRE RESPONSE	3,925
TOTAL FIRE RESPONSES.....	100
TOTAL ALARMS	4,025

Significant Events:

- Inquiries concerning the CalFire Fee should be directed to the CalFire Station on Airway Ave or you may contact your County Board of Supervisors.
- October was Fire Prevention Week – crews were busily visiting schools and providing programs to kids K through 5. As always, it is well received and the guys enjoy the kids.
- Fire loss was attributed to 4 vehicle fires and 1 structure fire response that resulted in dollar loss (see above).



SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

Winter Storm Safety

- Listen to a NOAA Weather Radio or other local news channels for critical information from the National Weather Service (NWS).
- Bring pets/companion animals inside during winter weather. Move other animals or livestock to sheltered areas and make sure that snowdrifts, ice or other obstacles do not block their access to food and water.
- Running water, even at a trickle, helps prevent pipes from freezing.
- All fuel-burning equipment should be vented to the outside and kept clear.
- Keep garage doors closed if there are water supply lines in the garage.
- Open kitchen and bathroom cabinet doors to allow warmer air to circulate around the plumbing. Be sure to move any harmful cleaners and household chemicals up out of the reach of children.
- Keep the thermostat set to the same temperature both during the day and at night. By temporarily suspending the use of lower nighttime temperatures, you may incur a higher heating bill, but you can prevent a much more costly repair job if pipes freeze and burst.
- Go to a designated public shelter if your home loses power or heat during periods of extreme cold.
- Avoid driving when conditions include sleet, freezing rain or drizzle, snow or dense fog. If travel is necessary, keep a disaster supplies kit in your vehicle.
- Before tackling strenuous tasks in cold temperatures, consider your physical condition, the weather factors and the nature of the task.
- Protect yourself from frostbite and hypothermia by wearing warm, loose-fitting, lightweight clothing in several layers. Stay indoors, if possible.
- Help people who require special assistance such as elderly people living alone, people with disabilities and children.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jim Schooler, Community Services Director
Date: November 15, 2012
For Council Meeting: November 20, 2012

Subject: Facility Use/Partnership Agreement – Boys and Girls Club of the Hi Desert

Prior Council Review: The previous license agreement between the Town and the Boys and Girls Club expired on June 30, 2012.

Recommendation: That the Town Council approve the Facility Use Agreement with the Boys and Girls Club of the Hi Desert.

Order of Procedure:

- Request Staff Report
Request Public Comment
Council Discussion / Questions of Staff
Motion/Second
Discussion on Motion
Call the Question (Consent agenda item – roll call vote)

Discussion: In November of 1994, the Town entered into a contract with the Boys and Girls Club of the Hi-Desert, facilitating Town use of the Boys and Girls Club gymnasium in exchange for a monthly use fee. In general, the agreement granted the Town access to the gym during the hours it was not required for Club programs.

In 1995, the term of the contract was extended to 2010 when State Park Bond Act funds were used to build the addition to the Boys and Girls Club gym. The State of California's Parks and Recreation Department required a 15-year contractual relationship in order to insure public access to the facility until the investment of Bond Act funds was sufficiently amortized. The extended agreement expired on June 30, 2010. Subsequently, the Town Council has approved annual agreements to cover the Town's use of the Boys and Girls Club facility.

Town staff has made use of the gym for various recreation programs since the beginning of the agreement but currently, the most benefit is realized during the youth basketball program (December through March). Aside from that program, the Town does not currently schedule use of the gym for any ongoing activities. Town use of the gymnasium in FY 2012-13 is anticipated to be approximately 400 hours.

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

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

The original contract with the Boys and Girls Club also provided for use of the facility as an emergency shelter in the event of a local disaster, but such use has not been necessary.

Historically, the Town has responded to annual Boys and Girls Club requests for general fund partnership funding with allocations to cover Town use of the gymnasium, associated building maintenance, and general support for the youth programming conducted by the Club. The amount of payments has been determined annually in conjunction with the preparation and adoption of the Town budget.

Staff recommends approval of the agreement that formalizes the Town's use of the Boys and Girls Club facilities during the current fiscal year. An allocation of \$43,000 (\$16,000 for Facility Use and \$27,000 for Youth Program Support) in partnership funding is included in the current year's general fund budget. The proposed agreement will expire on June 30, 2013.

Alternatives: Approve the agreement, decline to approve the agreement, or modify the proposed agreement.

Fiscal impact: None

Attachments:

- Proposed agreement between the Town of Yucca Valley and the Boys and Girls Club of the Hi Desert

Town of Yucca Valley / Boys and Girls Club of the Hi Desert
2012-13 Partnership Agreement

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of November, 2012, by and between the Town of Yucca Valley, a municipal corporation hereinafter designated as "Town" and the Boys and Girls Club of the Hi Desert, a 501(c) 3 non-profit corporation hereinafter designated "Club."

RECITALS:

WHEREAS, the Town has adopted within its General Plan a Recreation Element and a Parks and Recreation Master Plan, both of which set forth the Town's goals, objectives and implementation strategies for meeting the communities recreational needs; and

WHEREAS, the Town recognizes the value of recreational facilities, programs, activities and events in preventing anti-social activity and in defining the local quality of life; and

WHEREAS, the Town and Club recognize the community benefits of cooperation between agencies in meeting recreational programming needs and addressing recreational facility deficits; and

WHEREAS, the Town recognizes the Club as an important partner in providing programs for the youth of the community; and

WHEREAS, the Town has a significant shortage of public facilities to accommodate its recreation programs; and

WHEREAS, the Club's gymnasium is available for additional community programs outside the Club's normal hours of operation;

NOW, THEREFORE, in consideration of a mutual desire to cooperate in addressing the needs of the community, said parties do hereby agree as follows:

1. Club shall make the Club's gymnasium available for up to 400 hours of Town programming, providing that Town use of the gymnasium does not conflict with the Club's normal hours of operation, specified herein as Monday through Friday between the hours of 2:00 pm and 6:00 pm. For purposes of this Agreement, use of the gymnasium includes restrooms, lobby area and exclusive access to a specified lockable equipment storage area.

2. Club shall provide Town with a minimum 14 days written notice if use of the gymnasium is needed for Club-sponsored athletic or fundraising events outside of the normal Club operating hours. Club shall make every effort to minimize the impact on scheduled Town programs.
3. Town and Club recognize that the core of Town's programming at the gymnasium shall be the annual Youth Basketball league December through March. Town shall provide a specific schedule of anticipated hours of use at least fourteen (14) days prior to the commencement of each league, program, tournament or special event.
4. Building maintenance, grounds maintenance and janitorial services are the responsibility of the Club. Club shall ensure that the gymnasium and adjacent areas are left clean and uncluttered for Town use; Town shall ensure that the gymnasium and adjacent areas are picked up at the conclusion of Town use. Town shall immediately inform Club of any maintenance or janitorial issues observed during Town use.
5. Town shall ensure that Town programs are sufficiently staffed with qualified personnel to provide proper supervision and safety during each use of the gymnasium.
6. Town shall not make any alterations in or about the Club's premises, including installation of any fixtures, signs, or any other tenant improvements, without Club's prior written consent.
7. Town shall pay the Club \$43,000 calculated as follows: \$16,000 as payment for use of the Club's gymnasium and associated facility maintenance (400 hours @ \$40 per hour); and \$27,000 in support of the Club's after-school youth programs.. No additional fees, charges or reimbursements relative to Town gymnasium use shall be added to this payment for any reason. The parties shall determine whether a lump sum or incremental payments will be made, and the Club shall invoice the Town accordingly.
8. Town shall acknowledge Club's current right to negotiate with other tenants for the remaining open times in the building. Club shall confirm with the Town that no Town programs are scheduled or under consideration for these times. Town shall abide by Club's established protocol for opening and closing the building and setting security alarms. Club shall provide Town with written procedures and timely updates as necessary.
9. This Agreement ends on June 30, 2013. If interested in continuing the partnership in FY 2013-14, Club shall apply for subsequent Partnership Funding in accordance with the Town's budget preparation schedule. The application will

include a copy of the Club's annual audit from the prior fiscal year, and the Club's budget for the current fiscal year.

10. The Director of Community Services shall represent the Town in all matters pertaining to the administration of this Agreement, including attending all necessary meetings, reviewing and approving all reports submitted by the Club.

11. Mutual Indemnity. Club agrees to and shall defend, indemnify, and hold harmless Town, its agents, officers, representatives, employees, successors and assigns from and against any and all costs, expenses, losses, damages, causes of action, liabilities or claims (including attorneys' fees) arising out of, in connection with or as a result of the performance of this Agreement. Club shall give Town notice of any suit or proceeding possibly entitling Town to indemnification pursuant to this paragraph and Club shall defend Town in such suit or proceeding with counsel reasonably acceptable to Town.

Town agrees to and shall defend, indemnify, and hold harmless Club, its agents, officers, representatives, employees, successors and assigns from and against any and all costs, expenses, losses, damages, causes of action, liabilities or claims (including attorneys' fees) arising out of, in connection with or as a result of the performance of this Agreement. Town shall give Club notice of any suit or proceeding possibly entitling Club to indemnification pursuant to this paragraph and Town shall defend Club in such suit or proceeding with counsel reasonably acceptable to Club.

12. Club's personal property, fixtures, equipment, inventory, and vehicles are not insured by Town against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Club is to carry Club's own property insurance to protect Club from any such loss.

13. Club shall act independently of the Town under this Agreement and shall not under any circumstances or in any manner represent that it or its agents, officers or employees are agents, officers or employees of Town.

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

15. All notices to be given hereunder shall be in writing and shall be deemed to have been given, if delivered in person, or two business days after mailing if properly addressed and mailed, by first class mail.

16. Notice to the Town shall be sufficient if sent to:

Town of Yucca Valley
57090 Twenty-nine Palms Highway
Yucca Valley, CA 92284
Attn: Director of Community Services

17. Notice to the Club shall be sufficient if sent to:

Boys and Girls Club of the Hi Desert
P.O. Box 402
Yucca Valley, CA 92286
Attn: Executive Director

18. Should any section or any part of this Agreement be rendered void, invalid or unenforceable by any court of law, any such final determination shall not render void, invalid or unenforceable any other sections or portions of this Agreement unless the Town determines in writing that its purpose cannot be accomplished by the remaining provisions not so invalidated.

19. This Agreement contains the entire understanding of the parties, and there are no further or other Agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof. Any prior understanding or agreement of the parties shall not be binding unless set forth herein, and, except to the extent expressly provided for herein, no amendments of this Agreement may be made without the written consent of both parties hereto.

20. DISPUTE RESOLUTION. Except for actions for injunctive relief, or to compel arbitration, any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, or breach of this Agreement shall be resolved as follows:

- a. Mediation. Before instituting any arbitration relating to the rights and/or duties of the parties under this Agreement, the party that desires to initiate such action (the "Complainant") must make a good faith attempt to mediate such dispute in accordance with this section. The Complainant shall send the other party (ies) (the "Respondent") written notice of the nature of the dispute, the facts giving rise to such claims and the Complainant's desire to mediate the matter (the "Mediation Notice"). The Mediation Notice shall name a mediator (who shall have at least three (3) years' experience mediating business disputes in San Bernardino County and no personal or business relationship with the Complainant). The parties shall share the cost of initiating the conducting mediation equally. Within seven (7) days of Respondent's receipt of the Mediation Notice, Respondent shall inform Complainant in writing if Respondent does not agree with Complainant's choice of mediator (the "Rejection Notice").

Such Rejection Notice shall include the name of respondent's choice of qualified mediator as provided in this section. Complainant's and Respondent's mediators shall then select a third qualified mediator to hear the dispute. Within thirty (30) days after the final mediator is chosen, the parties shall schedule and attend a mediation session and attempt in good faith to resolve their dispute. If the mediation does not resolve the dispute or if the Respondent refuses to attend such mediation, the Complainant may commence arbitration as provided below. The requirements of this provision shall not apply under circumstances where the Complainant would be entitled to injunctive or declaratory relief.

- b. Arbitration. In case of any claim or dispute between parties that relates to the rights and/or duties of the parties under this Agreement, the dispute shall be submitted to, and conclusively determined by, binding arbitration conducted by a retired judge from the panel of JAMS/Endispute, Inc., appointed pursuant to the provisions of panel, one shall be appointed by the Presiding Judge in San Bernardino County. The arbitrator may award costs and attorney fees to the prevailing party. The provisions of this section shall not preclude a party from seeking injunctive or other provisional or equitable relief to preserve the status quo pending the parties' resolution of their dispute, and the filing of an action seeking injunctive or other provisional relief shall not be construed as a waiver of that party's arbitration rights.

21. Club shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Club shall take appropriate action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Club shall comply with all applicable federal laws and Executive Orders and relevant orders of the Secretary of Labor, with all State and local laws and affirmative action compliance programs and other applicable rules and regulations of all government and administrative agencies relating to any and all performance under this Agreement.

22. PUBLIC RECORDS DISCLOSURE. All information received by the TOWN from the Club or any source concerning this Lease, including the Lease itself, may be treated by the TOWN as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). Club understands that although all materials received by the TOWN in connection with this Lease are intended for the

exclusive use of the TOWN, they are potentially subject to disclosure of any part or all of any information which Club has reasonably requested TOWN to hold in confidence is made to the TOWN, the TOWN shall notify the Club of the request and shall thereafter disclose the requested information unless the Club, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides TOWN a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the TOWN harmless in any/all actions brought to require disclosure. Club waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event TOWN fails to notify Club of any such disclosure request and/or releases any information concerning the contract received from the Club or any other source.

23. Both parties hereby admit that they have read each and every clause in this Agreement and fully understand the meaning of same, and hereby agree that they will comply with all the terms, covenants, and conditions herein set forth.

Dated: _____

Dated: _____

By: _____

Dawn Rowe, Mayor
TOWN OF YUCCA VALLEY

By: _____

Vicki Bridenstine, President
Boys and Girls Club of the Hi Desert

Attest:

Approved as to Form:

By: _____

Jamie Anderson,
Town Clerk

By: _____

Lona Laymon,
Town Attorney

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Alex Qishta, Project Engineer
Date: November 15, 2012
For Council Meeting: November 20, 2012

Subject: Contract Amendment No. 6-RBF, INC., PS&E Phase
 SR 62 PLHD Median Improvement Project-Apache to Palm Avenue
 Proposed amendment to compensation for additional tasks and services

Prior Council Review:

- On **April 12, 2006**, Town Council approved the agreement to exchange a portion of SAFETEA-LU STP funding for Measure I funding with SANBAG. Town Council further authorized Staff to advertise for Requests for Proposal for the preparation of a Project Study Report / Project Report for PLHD SR 62 Median Improvement project.
- On **June 28, 2007** Town Council awarded a contract to RBF Consulting, Inc. in the amount of \$72,500 of the proposed fee of \$175,480 consulting fee with the balance to be awarded upon allocation of PLHD funds by Federal Highway Administration.
- On **December 13, 2007** Town Council approved **Amendment No. 1** to the Agreement with RBF, Inc. to increase the contract fee to \$175,480.
- On **August 4, 2009** Town Council approved **Amendment No. 2** to provide for phase 2 PS&E services and additional compensation of \$442,251 bringing the total RBF contract cost to \$617,731.
- On **December 21, 2010** Town Council approved **Amendment No. 3** of the Agreement for Professional Consulting Services with RBF Consultants, Inc., to provide additional required tasks and services increasing compensation to the Consultant in the amount of \$36,808 bringing the total compensation under the Agreement for Professional Consulting Services to \$654,539.
- On **April 5, 2011** Town Council approved **Amendment No. 4** for phase 2 PS&E services with RBF Consultants, Inc., to provide additional services required by Caltrans increasing compensation to RBF in the amount of \$35,560, bringing the total compensation under the Agreement to \$689,699.
- On **December 6, 2011** Town Council approved **Amendment No.5** for phase 2 PS&E services with RBF Consultants, Inc., to provide additional services required by Caltrans increasing compensation to RBF in the amount of \$26,440, bringing the total compensation under the Agreement to \$716,139.

Reviewed By:	 Town Manager	_____ Town Attorney	_____ Mgmt Services	SRS _____ Dept Head
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<input checked="" type="checkbox"/> Department Report	<input checked="" 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

Recommendation: That the Town Council approves **Amendment No. 6** 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 September 13, 2012 and attached to the proposed amendment as Exhibit "A" increasing the total compensation under the Agreement for Professional Consulting Services by \$25,930, bringing the total compensation under the Agreement to \$742,069.

Executive Summary: New requirements by Caltrans and additional right of way acquisition services necessitate additional tasks and services by the Consultant to complete the planning and design documents (PS&E phase) and to obtain Caltrans approval. These additional tasks are a result of Caltrans and right of way requirements and could not be anticipated at the beginning of the PS&E phase. The proposed amendment modifies the existing Agreement thus requiring Town Council approval.

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

Discussion: The PLHD is located on SR 62, between Apache and Palm and includes curb, gutter, sidewalks, raised median islands, and a traffic signal at SR 62 and Church Street.

The Town is nearing completion of the PS&E phase. The PS&E phase entails the preparation of the plans, specifications, and estimates necessary to advertise for competitive bids and selection of a contractor for the final, or construction, phase of the project. Caltrans has required detail which necessitates additional tasks and services to be performed by the Consultant in order to complete the PS&E phase and to obtain Caltrans approval.

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. Completed Planning and Engineering Services
Additional engineering support was required for ongoing right-of-way acquisitions and easements. Additional time was required for PS&E preparation due to the additional plan check review cycles.
Cost: \$3,400

2. Pavement Design
Caltrans have asked to revise the pavement section on the highway.
Cost: \$6,910

3. PS&E Updates and Caltrans Resubmittal for Encroachment Permit
This effort includes additional effort associated with the additional plan checks required by Caltrans, as well as the additional effort to provide support services to the Town associated with the time delay in completing the PS&E.
Cost: \$14,620

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 \$25,930 (including \$1,000 reimbursable Expenses).

Alternatives: No alternative action is recommended. The amendment is necessary to obtain Caltrans approval of the PS&E.

Fiscal impact: Proposed Amendment No. 6 increases the cost of the PS&E Phase from \$716,139 to \$742,069, an increase of \$25,390.

Project Summary

Project Funding		
Federal SAFTEA-LU		\$1,600,000
State/Local Partnership Program (SLPP)		\$723,120
TYV Local Transportation Fund (516)		\$588,120
Measure I Regional Fund (520)		\$135,000
Total Remaining Budgeted Funds		\$3,046,240

Design Contract Cost

Current Contract Value including Amendment No. 5	\$716,139
Contract Value with Amendment No. 6 (increase of \$25,930)	\$742,069
Contract paid to date	\$716,139

Remaining to be paid: Phase 2-PS&E plus Amendment No. 6	\$ 25,390
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Prior Expenditures: The following information outlines expenditures to date for the PLHD project.

Phase I (PA&ED)	\$145,853.52
Phase II (PS&E)	\$264,557.72
Phase III (ROW)	\$47,602.76
TOTAL PLHD FUNDS:	\$458,014.00

Phase I (PA&ED)	\$94,457.43
Phase II (PS&E)	\$226,042.57
TOTAL MEASURE I EXCHANGE FUNDS:	\$319,500.00

Phase II (PS&E)	\$27,507.91
Phase III (ROW)	\$65,330.57
*TOTAL OTHER FUNDS:	\$92,838.48

*Additional funding from Traffic Safety, LTF, Measure I – Arterials.

Total Prior Expenditures:	\$869,897.48
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For Council's reference, based on the FY 2012-13 budget, the following are the anticipated remaining budget appropriations and expenditures for the project:

Project Appropriations for FY 2012-13	\$3,046,240
Projected expenditures on PS&E for FY 2012-13:	(\$25,390)
Projected expenditures on R/W acquisition for FY 2011-12	(\$100,000)
Estimated construction cost in FY 12-13:	(\$2,686,864)
Estimated R/W acquisition costs in FY 2012-13	(\$3,500)
Estimated Administrative costs in FY 2012-13	(\$50,000)
Total Projected Project Costs in FY 2012-13	(\$2,865,754)
Ending Project Balance:	\$180,486

Attachments: Proposed Sixth Amendment to Original Agreement
RBF Additional Scope, #6

**SIXTH AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES BETWEEN THE TOWN OF
YUCCA VALLEY ("TOWN") AND RBF CONSULTING, INC.
("CONSULTANT")**

RECITALS

1. On July 18, 2007, TOWN and CONSULTANT entered in an Agreement for Professional Consulting Services consisting of professional engineering services to perform Phase I, Tasks 1 through 6 of a Project Study Report/Study Report and Environmental Document (ED) and Plans, Specifications and Estimates (PS&E) for State Route 62 improvements from Apache Trail to Palm Avenue. Due to limitations on allocation of federal funding for the project CONSULTANT'S initial compensation was limited to \$72,500, which sum represented a portion of CONSULTANT'S proposed fee.
2. Subsequently additional allocation of federal funds for the project became available and on December 13, 2007 TOWN and CONSULTANT executed Amendment No. 1 to the Agreement which increased CONSULTANT'S compensation not to exceed \$175,480.
3. CONSULTANT has performed Phase I, Tasks 1 through 6 of the Project Study Report/Study Report and Environmental Document (ED) and is proceed with preparation of the PS&E phase, the fee for which is \$442,251, including reimbursable expenses not to exceed \$15,000, as more particularly described in Consultant's Proposal dated July 16, 2009 and attached hereto as Exhibit "C".
4. On December 21, 2010 Town Council approved Amendment No. 3 to the Agreement for Professional Consulting Services in the amount of \$36,808 for additional tasks and services required for the completion of project planning and design documents not included in the original Agreement for Professional Consulting Services bringing the total compensation to \$654,539.
5. On April 5, 2011, Town Council approved Amendment No. 4 to the Agreement for Professional Consulting Services in the amount of \$35,160 to cover the cost of additional, new Caltrans requirements, specifically the design of loop detectors at the Church Street/SR 62 intersection for purposes of detecting bicycle traffic, Aerial Deposited Lead Investigation and Report, and the redesign of legal descriptions for ADA compliant sidewalks located behind the new driveway aprons to be constructed bringing the total compensation to \$689,699.
6. On December 6, 2011, Town Council approved Amendment No.5 to Agreement for Professional Consulting Services in the amount of \$26,440 to cover the cost of additional, new Caltrans requirements and to provide additional engineering support for ongoing right of way acquisitions and easements for sidewalks, driveways and other improvements, bringing the total compensation to \$716,169.

7. CONSULTANT proposes Amendment No. 6, attached hereto as Exhibit "A", to the Agreement for Professional Consulting Services in the amount of \$25,930 to cover the cost of additional, new Caltrans requirements and to provide additional engineering support for pavement design, and PS&E Updates, bringing the total compensation to \$742,069.
8. The total compensation to CONSULTANT as a result Amendments No. 1, 2, 3, 4, 5, and 6 to the original Agreement for Professional Consulting Services shall be \$742,069.

That certain Contract Services Agreement for Professional Consulting Services between the TOWN and CONSULTANT dated July 18, 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 Forty Two Thousand Sixty Nine Dollars (\$742,069) for services including proposed PS&E services described in Consultant's Proposal dated September 13, 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: November 20, 2012

For the Consultant

For the Town of Yucca Valley

 Steven J. Huff
 Senior Vice President

 Mark Nuaimi
 Town Manager

 Gary L. Warkentin
 Vice President

Approved as to Form

 Lona N. Laymon
 Town Attorney



September 13, 2012

JN 10-105355
(Amendment No. 6)

Mr. Shane Stueckle
TOWN OF YUCCA VALLEY
58928 Business Center Drive
Yucca Valley, CA 92284

Subject: PLHD, SR-62 from Apache Trail to Palm Avenue – Amendment No. 6

Dear Shane:

RBF Consulting (RBF) is currently completing planning and engineering services for the improvements within Caltrans right of way (R/W) for State Route 62 (SR-62) from Apache Trail to Palm Avenue in the Town of Yucca Valley, California. The PEER and 100% PS&E have been completed and submitted for Town and Caltrans approvals.

The following is a description of the additional tasks and services required for the completion and approval of the planning and design documents not included in our existing contract agreement or amendments. Based on additional services requested by Caltrans and the Town, the following Scope of Services has been developed in order to provide compensation for completed and uncompensated services, provide final SR-62 PS&E revisions, and to provide continued responses to Caltrans review cycles to secure the Encroachment Permit for construction.

1. Completed Planning and Engineering Services

Amendment No. 5, which was approved on December 6, 2011, included a budget of \$26,440 for additional PS&E, R/W, and project development support. Over the past year since the Amendment request was submitted in October, the hours budgeted for each of the tasks has been exhausted due to continued Caltrans review cycles, two (2) submittals of PS&E and five (5) Fact Sheet submittals, response to comments, R/W support activities, and project coordination. The following outlines the services by month since last October:

- October 2011 services included R/W support, discussion and resolution for private property owner driveway issues, engineering plans and cost estimate updates to add two (2) driveways, discuss legal descriptions, document comment responses, report updates, and coordination with the Town and Caltrans.
- November 2011 services included R/W support, R/W exhibits, revised improvement plans, CAD file updates, report updates, as-built search with the County, encroachment permit renewals for field work with Caltrans District 8, SWDR revisions, schedule updates for the Town, Mandatory Design Exception Fact Sheet (Fact Sheet) revisions and discussions with the Town and Caltrans.

- December 2011 services included cost estimate updates, coordination items with Caltrans and Town, cross-fall adjustments to SR-62 profile, landscape and irrigation review, permits follow up, and Fact Sheet updates.
- January 2012 services included Fact Sheet updates per Caltrans comments, and coordination with Caltrans and the Town.
- February 2012 services included R/W coordination activities and support, Title Report request, legal descriptions/plat maps and mapping research, reviewed a Town R/W request through OPC, coordinated a teleconference, and driveway request support. RBF also requested Encroachment Permit requirements and plans for San Bernardino County Flood Control District (SBCFCD) for Yucca Creek improvements and created a location exhibit. Additional parcel for R/W coordination, plots, SFHA report research for SB County FCD permit application documents coordination, and SFHA report coordination.
- March 2012 services included R/W coordination and support, a review of the driveway interface with the parcel for an owner request (0587-081-02), Title Report review, update sidewalk at southeast corner of Church Street (0587-295-06), create updated right-of-entry exhibit, discuss construction funding and other project details with Town, comment responses, update Fact Sheet per Caltrans comments, permit coordination/closeouts, comment resolution meeting at Caltrans and create/distribute meeting minutes. Stoker driveway location shift request follow up, cost estimate revisions, plan updates, coordination and exhibit creation for property owner request regarding proposed driveway grades, and sheet L-2 revisions. SB County FCD application review and teleconference regarding encroachment permit, comment/response memorandum, Caltrans follow up, and Maintenance/Electrical and Landscape Agreement correspondence.
- April 2012 services included Fact Sheet follow up and updates and R/W coordination with property owner's attorney claiming a need for his client's (owners) driveway on the south side of SR-62 at Cholla Ave. Also, legal descriptions were written, plats were prepared in addition to exhibit creation, and research was conducted for maps/deeds to prepare road easement exhibits. Caltrans correspondence took place in regards to Traffic Analysis follow up and request for additional copies.
- May 2012 services included response to comments.
- June 2012 services included utility coordination, roadway profiles and plan updates, drainage coordination, project status was reviewed, coordination for updated SR-62 driveway locations, and R/W coordination.
- July 2012 services included R/W coordination activities, Caltrans District 8 meeting regarding Material Section comments, meeting preparation, meeting minutes, follow up on pavement design discussion with Caltrans and the Town, and calculations and submittal of preliminary typical pavement cross-sections for Town review.
- August 2012 services included review of geotechnical reports for R-Values, coordination with Caltrans and the Town, Lane Requirement Chart (LRC) draft was completed and follow up conducted with the Town and RBF Construction Management regarding the LRC construction schedule and other details, and additional coordination regarding pavement design.

There were a total of twenty-one (21) hours in the amount of \$3,400 that were expended beyond the Amendment 5 contract and are included herein as Task 1.

2. Pavement Design and Summary Memo

In response to the recent Caltrans Materials Branch comments requiring a new pavement design, RBF will provide a pavement design, update plans due to the revised pavement cross-section, update the quantities and cost estimates, provide a cost estimate sensitivity analysis to determine the least cost option according to pavement design, a revised specification section for the change in asphalt oil type, a pavement analysis summary-memorandum as requested by Caltrans, and provide a comment-response memo for Town and Caltrans comment resolution.

The hours for the additional PS&E updates and other tasks in response to design changes from the Town and Caltrans include twelve (12) hours for modified design plans, four (4) hours for the updated cost estimates and sensitivity analysis, two (2) hours for updating specifications, twenty-six (26) hours for preparing the pavement design summary memo including one round of comments and subsequent memorandum update, and two (2) hours for the comment-response memorandum.

3. PS&E Updates and Caltrans Resubmittal for Encroachment Permit

RBF will continue to provide additional engineering support for ongoing tasks to obtain a Caltrans Encroachment Permit and project approval. RBF will respond to additional Town and Caltrans comments on the PS&E and provide updates as requested. There have been multiple submittals to the Town and Caltrans to date, and prior comments have been incorporated into the current PS&E package. However, recent comments from Town staff and additional comments resulting from the August 10, 2012 comment letter from the County of San Bernardino in regards to improvements through Yucca Creek will need to be incorporated for the final submittal. Agency coordination for reviews and approvals and coordination with Caltrans and the Town will be needed in order to update and resubmit the PEER and PS&E, for other activities (such as R/W) to support acquisition of the Encroachment Permit, and additional tasks to complete and assemble submittal packages.

A new comment from Caltrans requires a change to reflective signs from the internally illuminated street name signs (IISNS) that the Town originally requested RBF to champion with Caltrans. Sixteen (16) hours is required to revise and update the PS&E to reflect this change and coordinate with Caltrans to show compliance with their request.

For final project development in support of the PEER and PS&E, RBF will provide correspondence with Caltrans and the Town; revise and update reports, exhibits, plans, specifications, and cost estimates; and prepare comment/response matrices along with discussing comments with Caltrans and Town staff as noted above.

It is our understanding that the Town will coordinate with the County of San Bernardino Flood Control District (District) to obtain an encroachment permit for construction within District R/W that extends within Yucca Creek to the SR-62 centerline, and that the Town may need to prepare a legal description and plat map for transferring District land to the

Town or Caltrans. It is also understood that RBF's consulting services under the current contract will conclude when Caltrans approves the project and provides an Encroachment Permit to the Town, unless an additional contract is approved for services through the bidding process and for construction support.

Compensation

Following is a summary of the additional budget requested to complete these tasks:

Task	Budget
1. Completed Planning and Engineering Services	\$3,400
2. Pavement Design and Summary Memo	\$6,910
3. PS&E Updates and Caltrans Resubmittal for Encroachment Permit	\$14,620
Reimbursable Expenses	\$1,000
	<hr/>
Total Additional Budget Request	\$25,930

Thank you for your consideration of this amendment request in the amount of \$25,930. Please contact me at (949) 855-3625, if you have any questions.

Sincerely,



Gary L. Warkentin
Senior Vice President
Transportation Planning

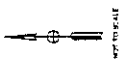
cc: Alex Qishta, Town of Yucca Valley
Adrian Anderson, RBF

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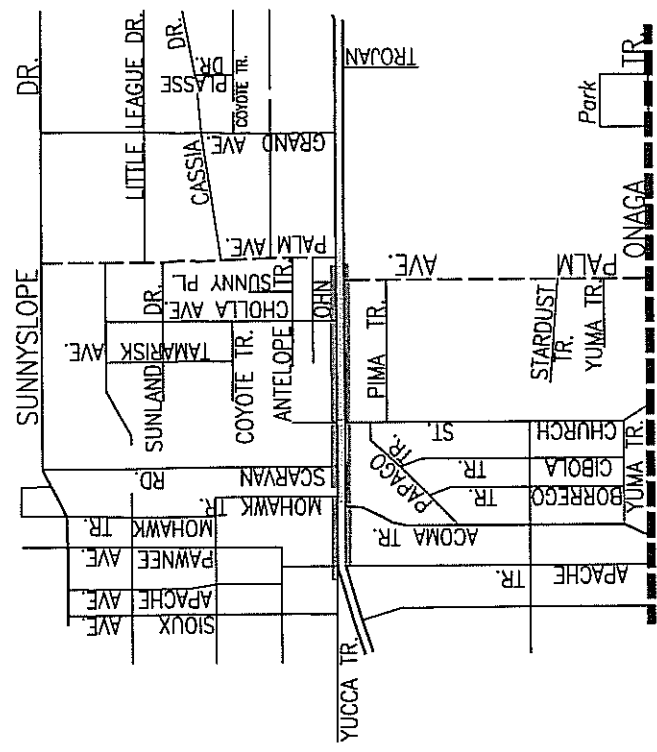


EXHIBIT A
TASK/HOUR BREAKDOWN
TOWN OF YUCCA VALLEY
SR-62 - APACHE TR TO PALM AV - SUPPORT SERVICES

TASK	DESCRIPTION	PROJECT DIRECTOR \$220 per hour		PROJECT MANAGER \$195 per hour		STRUCTURAL ENGINEER \$185 per hour		SENIOR ENGINEER/PLANNER \$162 per hour		PROJECT ENGINEER/PLANNER \$148 per hour		DESIGNER (CADD) \$118 per hour		TOTAL	
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$
	PLANNING AND ENGINEERING SUPPORT														
1.0	Completed Planning and Engineering Services	1	\$220	0	\$0	0	\$0	18	\$3,067	0	\$0	1	\$118	21	\$3,400
2.0	Right-of-Way Support and PS&E Updates	0	\$0	0	\$0	0	\$0	33	\$5,379	0	\$0	13	\$1,534	46	\$6,910
3.0	Additional Town and Caltrans Project Development Support	0	\$0	2	\$390	0	\$0	38	\$6,164	32	\$4,736	28	\$3,304	100	\$14,620
0.0	Reimbursable Expenses														\$1,000
TOTAL		1	\$220	2	\$390	0	\$0	90	\$14,620	32	\$4,736	42	\$4,966	167	\$25,930



PLHD PROJECT SCAG ID 200435 EA# 0L690



LEGEND

- SR62
- PROPOSED MEDIANS
- PROPOSED SIDEWALKS



TOWN OF YUCCA VALLEY
 COMMUNITY DEV-ENGINEERING DEPT.
 5692B BUSINESS CENTER DR.
 YUCCA VALLEY, CA 92284

SR62 FROM APACHE TRAIL TO PALM AVE.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Administrative Services Director
Date: November 15, 2012
For Council Meeting: November 20, 2012
Subject: Warrant Register: November 20, 2012

Recommendation:

Ratify the Warrant Register total of \$ 461,173.85 for checks dated November 1, 2012. Ratify the Payroll Registers total of \$ 312,781.42 dated October 26, 2012 and November 9, 2012.

Order of Procedure:

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

Attachments:

- Payroll Register No. 18 dated October 26, 2012 total of \$ 163,199.51
- Payroll Register No. 20 dated November 9, 2012 total of \$ 149,581.91
- Warrant Register No. 23 dated November 1, 2012 total of \$ 461,173.85

Reviewed By: _____ CY _____
Town Manager Admin. Services Town Attorney

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


TOWN OF YUCCA VALLEY
PAYROLL REGISTER # 18
CHECK DATE - October 26, 2012

Fund Distribution Breakdown

Fund Distribution

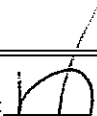
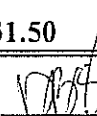
General Fund	\$144,629.40
Gas Tax Fund	10,126.64
Successor Agency	8,443.47
	<hr/>

Grand Total Payroll	\$163,199.51
	<hr/> <hr/>

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
 Pay Period 18 - Paid 10/26/2012
 (October 06, 2012 - October 19, 2012)
 Checks: 4532 - 4540

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$5,925.65		\$5,925.65
Direct Deposit	78,478.39	-	78,478.39
Sub-total	84,404.04		84,404.04
<u>Employee Tax Withholding</u>			
Federal	14,885.66		14,885.66
Medicare	1,628.01	1,628.01	3,256.02
SDI - EE	-	-	-
State	4,842.59		4,842.59
Sub-total	21,356.26	1,628.01	22,984.27
<u>Employee Benefit & Other Withholding</u>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	3,325.36	2,682.22	6,007.58
PERS Survivor Benefit	51.00		51.00
Health Café Plan	2,408.43	14,265.06	16,673.49
American Fidelity Pre-Tax	259.76		259.76
American Fidelity After-Tax	12.15		12.15
American Fidelity-FSA	681.29		681.29
PERS EE - Contribution 7%	916.77		916.77
PERS EE - Contribution 8%	6,671.04		6,671.04
PERS Retirement - Employee	-	1,027.59	1,027.59
PERS Retirement - Employer	-	15,498.49	15,498.49
Wage Garnishment - Employee	445.40		445.40
Life & Disability Insurance		1,052.28	1,052.28
Unemployment Insurance		1,982.59	1,982.59
Workers' Compensation		4,531.77	4,531.77
Sub-total	14,771.20	41,040.00	55,811.20
Gross Payroll	\$120,531.50	\$42,668.01	\$163,199.51
Prepared by P/R & Financial Specialist: 	Reviewed by H/R & Risk Mgr.: 		

TOWN OF YUCCA VALLEY
PAYROLL REGISTER # 20
CHECK DATE - November 09, 2012

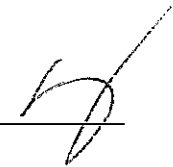
Fund Distribution Breakdown

Fund Distribution

General Fund	\$131,074.64
Gas Tax Fund	12,071.04
Successor Agency	<u>6,436.23</u>

Grand Total Payroll \$149,581.91

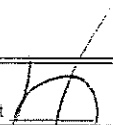

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
 Pay Period 20 - Paid 11/09/2012
 (October 20, 2012 - November 02, 2012)
 Checks: 4541-4548

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$3,540.19		\$3,540.19
Direct Deposit	73,724.23	-	73,724.23
Sub-total	77,264.42		77,264.42
<u>Employee Tax Withholding</u>			
Federal	13,431.51		13,431.51
Medicare	1,450.59	1,450.58	2,901.17
SDI - EE	-	-	-
State	4,287.53		4,287.53
Sub-total	19,169.63	1,450.58	20,620.21
<u>Employee Benefit & Other Withholding</u>			
Health Benefit Account Credit	-	430.42	430.42
Deferred Compensation	2,397.01	657.24	3,054.25
PERS Survivor Benefit	42.00		42.00
Health Café Plan	2,263.68	14,394.74	16,658.42
American Fidelity Pre-Tax	259.76		259.76
American Fidelity After-Tax	12.15		12.15
American Fidelity-FSA	631.29		631.29
PERS EE - Contribution 7%	960.84		960.84
PERS EE - Contribution 8%	6,359.99		6,359.99
PERS Retirement - Employee	-	1,076.98	1,076.98
PERS Retirement - Employer	-	14,775.79	14,775.79
Wage Garnishment - Employee	497.57		497.57
Life & Disability Insurance		994.84	994.84
Unemployment Insurance		1,808.72	1,808.72
Workers' Compensation		4,134.25	4,134.25
Sub-total	13,424.29	38,272.98	51,697.27
Gross Payroll	\$109,858.34	\$39,723.56	149,581.91
Prepared by P/R & Financial Specialist  Reviewed by H/R & Risk Mgr.: 			

WARRANT REGISTER # 23
CHECK DATE - NOVEMBER 01, 2012

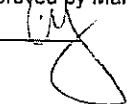
FUND DISTRIBUTION BREAKDOWN

Checks # 41516 to # 41593 are valid:

GENERAL FUND # 001	\$100,623.58
INTERNAL SERVICE FUND # 100	\$652.16
DEPOSITS FUND # 200	\$3,939.31
STATE CONSTRUCTION GRANT FUND # 513	\$5,357.12
GAS TAX FUND # 515	\$5,456.71
MEASURE I 2010 - 2040 FUND # 524	\$131.16
SAFE ROUTES TO SCHOOLS FUND # 530	\$1,317.23
HUD-JERRY LEWIS PARK FUND # 551	\$339,251.00
CDBG FUND # 560	\$1,495.58
LANDSCAPE & LIGHTING MAINTENANCE FUND # 581	\$1,350.00
STREET & DRAINAGE DISTRICT FUND # 582	\$1,600.00

GRAND TOTAL

Prepared by Shirlene Doten, Finance  Approved by Mark Nuaimi, Town Manager 

Reviewed by: Curtis Yakimow, Admin Svc. Dir. 

\$461,173.85

Town of Yucca Valley
Warrant Register
November 1, 2012

Fund	Check # Vendor	Description	Amount
001	GENERAL FUND		
	41516	Lew Edwards Group	Revenue Measure Outreach \$7,682.40
	41517	Ace Alternators	Fleet Vehicle Maintenance 192.61
	41518	Aleshire & Wynder, LLC	09/12 Professional Svcs. 22,007.78
	41519	Alsco/American Linen, Inc.	Facilities Supplies & Uniforms 93.39
	41520	American Legacy Products, Inc.	Museum Shop Merchandise 223.19
	41521	Arrowhead Mountain Water	Office Supplies 139.51
	41522	AT & T Mobility	Cell Phone Service 332.92
	41523	Avalon Urgent Care	Medical Expense 195.00
	41524	Big 5 Corp.	Recreation Program Supplies 93.54
	41525	BSN Sports	Parks Supplies 152.45
	41526	C & S Electric	Parks Maintenance 170.40
	41527	C & S Electric	Facilities Maintenance 16.90
	41528	Calvary Christian Fellowship	Facility Rental Refund 700.00
	41529	CDW Government, Inc.	Technology Hardware & Supplies 2,912.85
	41530	Charles Abbott & Assoc, Inc.	Plan Check Services 5,520.87
	41531	Chevron & Texaco Card Services	Vehicle Fuel 202.23
	41532	China Star USA	Museum Shop Merchandise 205.39
	41533	Sharon Cisneros	CalPers Conference Expense 77.00
	41534	Companion Animal Clinic	Veterinary Services 1,465.00
	41535	Wayne Coughlan	Sports Referee 66.00
	41537	Cyber Photographics	Recreation Program Supplies 291.19
	41538	Desert Pacific Exterminators	Exterminator Services 229.00
	41539	Desert Hot Springs Animal Clinic	Veterinary Professional Svcs. 1,025.84
	41541	Dover Publications	Museum Shop Merchandise 128.82
	41542	Employment Development Dept.	Unemployment Insurance 2,883.00
	41543	FedEx	Delivery Service 38.37
	41544	Fred's Tires	Fleet Tire Services 450.41
	41546	Gem Guides Book Co.	Museum Shop Merchandise 269.14
	41548	Geo Central	Museum Shop Merchandise 76.52
	41551	Hajoca Corporation	Plumbing Supplies 71.12
	41552	HdL Software, LLC	Animal Licensing Software Svcs. 3,168.22
	41553	Hi-Desert Water	Water Service 750.85
	41554	Hi-Desert Publishing	Ordinance Advertising 730.17
	41555	Intervet, Inc.	Vaccines & Microchips 2,032.17
	41557	Jason Lewellyn	Sports Referee 66.00
	41558	The Mallants Corp	Temporary Employment Svcs. 1,369.44
	41559	MM Internet, Inc.	Internet Service 309.12
	41560	Morongo Unified School District	YVHS Pool & Fleet Fuel Expense 3,408.23
	41561	Museum Store Association	Membership Renewal 199.00
	41562	Yucca Valley NAPA Auto Parts, Inc.	Vehicle Maintenance 16.51
	41563	Oasis Office Supply	Office Supplies 195.87
	41564	Ole's Alignment & Brake	Vehicle Maintenance 20.00
	41565	Oriental Trading Co. Inc.	Recreation Supplies 494.22
	41567	PARSAC	Payroll Audit Premium FY 11/12 4,383.00
	41568	Pastime Software	Museum Exhibit Software 540.00
	41569	Petty Cash-Maureen Randall	Miscellaneous Supplies 347.79
	41570	Ron's Automotive	Vehicle Maintenance 198.01
	41571	SBCO-Office of the Assessor	Assessor disk 429.45

Town of Yucca Valley

Warrant Register

November 1, 2012

Fund	Check # Vendor	Description	Amount
	41572 SBCO Animal Care & Control	County Pass Through FY 12/13	4,127.05
	41574 SBCO-Dept. of Public Health	Rabies Examination Svs.	65.00
	41575 SCE	Electric Service	4,756.57
	41576 So. Cal. Gas Co.	Gas Service	420.93
	41577 Michael Summers	Museum Exhibition Installation	1,000.00
	41578 The Planning Center	General Plan Update Svs.	13,394.50
	41580 Trophy Express	Engraving Services	189.16
	41581 Delanford Truitt	Sports Referee	264.00
	41582 Unique Crafters Co.	Museum Shop Merchandise	200.55
	41583 Unisource Worldwide, Inc.	Maintenance Supplies	214.70
	41584 VCA Yucca Valley Animal Hospital	Veterinary Services	325.00
	41585 VCA Twentynine Palms Animal Hospital	Museum Exhibit Veterinary Svs.	243.20
	41586 Verizon	Phone Service	3,076.63
	41587 Valley Independent	Citation Printing Svs.	688.82
	41588 Walmart Community	Recreation Program Expense	902.35
	41589 Western National Parks Assoc.	Museum Shop Merchandise	94.15
	41590 Woods Auto Repair	Fleet Vehicle Repair & Smog Svs.	513.79
	41591 Guy Wulf	Sports Referee	66.00
	41592 Yucca Valley Quick Lube	Fleet Maintenance	104.70
	41593 YV Chamber of Commerce	Joint Marketing	622.33
	EFT First Bankcard	Operating Supplies & Meeting Exp.	2,783.26
Total 001 GENERAL FUND			\$100,623.58
100 INTERNAL SERVICE FUND			
	41545 GE Capital Corporation	Shelter Copier Lease	\$652.16
Total 100 INTERNAL SERVICE FUND			\$652.16
200 DEPOSITS FUND			
	41554 Hi-Desert Publishing	Public Hearing Notice	\$389.31
	41556 K. Dennis Klingelhofer	CFD Formation Services	3,550.00
Total 200 DEPOSITS FUND			\$3,939.31
513 AB2928-STATE CONSTRUCTION GRANT FUND			
	41543 FedEx	Delivery Service	\$38.37
	41566 Overland Pacific & Cutler, Inc.	TCRP SR 62 La Honda/Dumosa	5,318.75
Total 513 AB2928-STATE CONSTRUCTION GRANT FUND			\$5,357.12
515 GAS TAX FUND			
	41519 AlSCO/American Linen, Inc.	Streets Uniform Service	\$52.70
	41536 CrafcO, Inc.	Asphalt Supplies	2,767.02
	41547 Gemini Specialized Machining	Vehicle Maintenance	1,500.00
	41549 Grainger	Streets Dept. Supplies	166.27
	41550 Granite Construction, Inc.	Asphalt Recycling Svs.	349.00
	41562 Yucca Valley NAPA Auto Parts, Inc.	Vehicle Maintenance	3.76
	41575 SCE	Electric Service	440.39
	41579 Tops n Barricades	Streets Supplies	126.07
	41590 Woods Auto Repair	Vehicle Maintenance	51.50
Total 515 GAS TAX FUND			\$5,456.71

Town of Yucca Valley
Warrant Register
November 1, 2012

Fund	Check # Vendor	Description	Amount
524	MEASURE I - 2010-2040 FUND		
	41575 SCE	Electric Service	\$131.16
Total 524	MEASURE I - 2010-2040 FUND		\$131.16
530	SAFE ROUTES TO SCHOOLS FUND		
	41543 FedEx	Delivery Service	\$162.60
	41573 SBCO Sheriff's Dept	Safe Routes to School Grant	1,154.63
Total 530	SAFE ROUTES TO SCHOOLS FUND		\$1,317.23
551	HUD-JERRY LEWIS PARK FUND		
	41540 Doug Wall Construction, Inc.	SS Park Project	\$334,177.56
	41553 Hi-Desert Water	SS Park Project	5,073.44
Total 551	HUD-JERRY LEWIS PARK FUND		\$339,251.00
560	CDBG FUND		
	41543 FedEx	Delivery Service	\$305.55
	41554 Hi-Desert Publishing	CC Splash Park Ad	489.44
	41563 Oasis Office Supply	CC Splash Park Expense	700.59
Total 560	CDBG FUND		\$1,495.58
581	LANDSCAPE/LIGHTING MAINTENANCE FUND		
	41556 K. Dennis Klingelhofer	Assessment District Svs.	\$1,350.00
Total 581	LANDSCAPE/LIGHTING MAINTENANCE FUND		\$1,350.00
582	STREET & DRAINAGE DISTRICT FUND		
	41556 K. Dennis Klingelhofer	Assessment District Svs.	\$1,600.00
Total 582	STREET & DRAINAGE DISTRICT FUND		\$1,600.00
***	Report Total		\$461,173.85

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jim Schooler, Community Services Director
Date: November 15, 2012
For Town Council meeting: November 20, 2012

Subject: Community Development Block Grant (CDBG) proposals

Prior Council Review: The Town Council annually reviews staff recommendations and authorizes the submittal CDBG proposals for specified Town projects.

Recommendation: Move to authorize the submittal of a 2013-14 Community Development Block Grant project applications for 1) Supplemental funding for the Community Center Playground Renovation / Splash Pad project; 2) Initial funding for a Paradise Park improvement project; and 3) Funding for a Town-wide Code Enforcement project.


Summary: The application period for 2013-14 CDBG programs and projects will close on November 21, 2012. The Town is typically one of many local agencies and organizations that requests funding for specific eligible projects. With Council consensus about the priority projects, staff will submit the proposals to the County Economic Development Agency for review.

Order of Procedure:

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

Discussion: CDBG funding originates at the federal level through the Department of Housing and Urban Development (HUD) and is administered jointly in Yucca Valley by the San Bernardino County Economic Development Agency (EDA) and the Town of Yucca Valley. The following key considerations relate to the annual CDBG cycle and timelines.

Proposals. The primary consideration for any CDBG proposal is the project's benefit for low to moderate income residents. Other benefits, such as compliance with Americans with Disabilities Act (ADA) requirements or potential economic development can also be pivotal in determining eligibility.

Reviewed By:  _____ jas
Town Manager Town Attorney Mgmt Services Dept Head

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

Filing an application does not commit the Town to undertake any projects. All proposals seeking funding from Yucca Valley's allocation will be reviewed for eligibility under CDBG guidelines and returned for Council prioritization in February, 2013. There will be no obligation to recommend funding for any given project.

Amount of Allocation. The amount of Yucca Valley's CDBG allocation has declined steadily in recent years. The 2012-13 allocation was \$104,603. The Town has been notified that the 2013-14 allocation will be approximately 9% lower, or about \$95,000.

Distribution. The Town may designate 100% of its allocation to a single eligible project, or may distribute the allocation among up to four eligible projects. Although the program defines limits on allocation amounts for programs and projects, the Town is not subject to those limitations because of the relatively low total allocation. However, the Town will be required to limit the funding recommendation to no more than four projects/programs. Not more than 15% of the total allocation can be designated for Public Service programs.

The Town Council has previously combined multiple years of CDBG funding to a single eligible community project – the renovation of the Community Center playground to include a splash pad feature. That project was recently put out to bid, but may require additional funding. Staff has identified two other priorities that might be found eligible for CDBG funding: a renovation project at Paradise Park, and a town-wide Code Enforcement project. With Council approval to do so, staff is prepared to submit proposals for each of these projects.

Partial funding. The Town is not under obligation to fully fund any request. However, once proposals are funded, HUD encourages the timely completion of CDBG projects and programs. Inadequate funding impedes progress and limits all agencies' ability to carry out the intent of the program.

Many applicants, including the Town of Yucca Valley, have typically requested funding from the County's 3rd or 1st Supervisorial Districts if benefit can be established in those areas. Requesting funds from multiple agencies may increase the total local allocation, but could leave a project under-funded if all agencies do not participate or share the same priorities. Because most of the Town's CDBG projects also provide benefit to residents in neighboring communities, staff typically requests funding from the County's allocation.

Prioritization Process. Through the Participating City Agreement with the County, the Council is required to hold a public hearing for prioritizing eligible projects and programs, and to forward a funding recommendation to the Board of Supervisors. The Council may determine any criteria to assist with this process (i.e., preference to local applicants, preference to projects over programs, preference to Town projects, etc.).

Project Administration. For most of the funded CDBG programs and projects, Town staff is involved in administering the grant funds. This involvement includes communication and consultation with the funded agencies, extensive coordination with the County, securing approvals, developing plans, preparation of bid documents, conducting the bid process, ensuring compliance with guidelines and regulations, and project oversight. The amount of staff time expended is often the same for small and large projects.

Timeline. November 21, 2012 - deadline for 2013-14 proposals
January 11, 2013 - approximate date eligibility of projects and programs is determined.
February 5, 2013 - probable date of Town public hearing for project and program prioritization.
March 8, 2013 - Town recommendation is due at County EDA office.
April 23, 2013 – County Action Plan Public Hearing
May 7, 2013 – Action Plan final approval

Recommendations. Staff has identified three potential projects with sufficient wide range community benefit that could be found eligible for 2013-14 CDBG funding.

1. Community Center Playground/Splash Park. Supplemental funding for existing project.
2. Paradise Park Renovation. Initial funding to supplement potential outside sources.
3. Code Enforcement Project. Town-wide supplement to code enforcement program.

Fiscal impact: The County of San Bernardino has indicated that the Town of Yucca Valley's CDBG allocation for FY 2013-14 will be approximately \$95,000.

Attachments: Correspondence from San Bernardino County regarding 2013-14 CDBG application guidelines

COUNTY OF SAN BERNARDINO
COMMUNITY DEVELOPMENT AND HOUSING

CDBG PROGRAM GUIDELINES
2013-2014 PROGRAM YEAR

CDBG Program Guidelines support the solicitation of project proposals for the County of San Bernardino's 2013-2014 Community Development Block Grant (CDBG) program in order to assist in meeting an element of the Countywide Vision for sustainable infrastructures and communities as adopted by the County Board of Supervisors and SANBAG on June 30, 2011.

Countywide Vision Statement

We envision a complete county that capitalizes on the diversity of its people, its geography, and its economy to create a broad range of choices for its residents in how they live, work, and play.

We envision a vibrant economy with a skilled workforce that attracts employers who seize the opportunities presented by the county's unique advantages and provide the jobs that create countywide prosperity.

We envision a sustainable system of high - quality education, community health, public safety, housing, retail, recreation, arts and culture, and infrastructure, in which development complements our natural resources and environment.

We envision a model community which is governed in an open and ethical manner, where great ideas are replicated and brought to scale, and all sectors work collaboratively to reach shared goals.

From our valleys, across our mountains, and into our deserts, we envision a county that is a destination for visitors and a home for anyone seeking a sense of community and the best life has to offer.

COUNTY OF SAN BERNARDINO
COMMUNITY DEVELOPMENT AND HOUSING

**CDBG PROGRAM GUIDELINES
2013-2014 PROGRAM YEAR**

WHAT IS CDBG?

In 1974, the federal government enacted the Federal Housing and Community Development Act. Title I of the Act combined several funding programs into a single program called "Community Development Block Grant" (CDBG). Congress designed the CDBG program to enhance and maintain the viability of urban communities. The CDBG program accomplishes these goals by providing decent housing, suitable living environments and expanded economic opportunities; principally for low- and moderate-income persons. The U.S. Department of Housing and Urban Development (HUD) administers the CDBG program through state and local governments.

Communities receiving CDBG funds are free to develop their own programs and funding priorities based on local community development needs. However, these "entitlement communities" must promote the **national CDBG objectives** by giving the highest funding priority to activities which benefit low- and moderate-income persons, or which aid in the elimination and prevention of slums and blight. Under certain circumstances, CDBG funds may be used as needed to address an immediate threat to public health and safety. CDBG activities must adhere to federal eligibility requirements to ensure consistency with the national objectives. (See CDBG Project Eligibility)

THE COUNTY CDBG PROGRAM

The County of San Bernardino receives annual CDBG entitlement funding as an "urban county", responsible for implementing a CDBG program for the unincorporated areas of the county and the twelve (12) cities that cooperate in the County CDBG Program.

Staff estimates approximately \$5.3 million of CDBG funding will be allocated to the County for FY 2013-2014. Of this amount, approximately \$3.8 million will be allocated to the county unincorporated communities, which will be utilized for major capital and infrastructure improvements, the senior home repair program and to pay for County administrative and program delivery costs. Applications for these projects will be solicited directly from county departments only. The remaining amount of approximately \$1.5 million will be allocated to the twelve (12) cooperating cities to fund both public service program and infrastructure improvements. The minimum threshold amounts are \$10,000 for public service programs and \$75,000 for construction activities. The cities of Big Bear Lake, Grand Terrace, Loma Linda, Needles, Twentynine Palms and the Town of Yucca Valley, which are receiving less than \$150,000 will have no limit, but may only fund four (4) projects. Organizations are encouraged to submit proposals to provide public services and community infrastructure improvement projects that will benefit residents within the following twelve (12) cooperating cities:

Adelanto	Grand Terrace	Needles
Barstow	Highland	Twentynine Palms
Big Bear Lake	Loma Linda	Yucaipa
Colton	Montclair	Town of Yucca Valley

Cities that have a population over 50,000 are eligible to receive CDBG entitlement grants directly from HUD. There are twelve (12) cities in San Bernardino County that receive and administer their own CDBG entitlement grants from HUD. As such, these cities, referred to as metropolitan cities, do not cooperate as part of the County's CDBG Program. The metropolitan cities are:

Town of Apple Valley	Hesperia	Rialto
Chino	Ontario	San Bernardino
Chino Hills	Rancho Cucamonga	Upland
Fontana	Redlands	Victorville

Please do not submit a proposal for County CDBG funding for a project only benefiting residents of any of the twelve (12) metropolitan cities. Such proposals should be directed to that metropolitan city's CDBG program. If the project benefits residents of the County CDBG Program and residents of metropolitan cities, matching funds in proportion to the percentage of non-cooperating residents to be served must be provided by other funding sources.

CDBG PROJECT ELIGIBILITY

Federal regulations define the parameters for using CDBG funds according to the national objectives. They also specify eligible program activities. Copies of these regulations are available on HUD's website at: <http://www.hud.gov/offices/cpd/lawsregs/> or from CDH upon request.

- **Eligible activities** include acquisition of real property for an eligible use, construction and rehabilitation of public facilities, demolition and clearance of deteriorated buildings, community services for low-and moderate-income persons or households, removal of barriers that restrict the mobility of elderly and severely disabled adults, and special economic development activities.
- **Ineligible activities** include construction of religious facilities or government buildings, new housing construction, equipment purchases, maintenance and operation expenses, political or religious proselytizing, and fund raising.

THE PROPOSAL REVIEW PROCESS

The County's 2013-14 CDBG program year will begin on July 1, 2013 and will end June 30, 2014.

- Construction project proposals will not be accepted as complete without a properly executed Maintenance and Operation Commitment (page 4) and an Estimated Annual Maintenance and Operation Budget (page 5). These elements of the proposal provide assurances of long-term benefits of CDBG-funded improvements. All organizations that receive CDBG block grant funding for facility improvements are required to enter into a Maintenance and Operation (M & O) contract that must be executed between the County and the designated M & O Entity as specified on the construction proposal (page 4). The term for M&O contract will either be 5 years for projects funded under \$25,000 or 10 years for projects that receive funding that exceeds \$25,000. **Federal regulations do not permit the use of CDBG funds for facility maintenance and operation costs.**
- Public service proposals require signed acknowledgment that insurance coverage, including but not limited to Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions or Professional Liability, will be required before CDBG funds can be made available to approved projects. See attached Indemnification and Insurance Requirements.
- County staff will review all proposals for eligibility based on their consistency with the national CDBG objectives and the strategies and goals of the adopted Consolidated Plan. Eligible proposals will be forwarded to the appropriate cities for funding priority ranking/recommendations.
- County CDBG cooperating cities will receive copies from CDH of all proposals identifying their city as a benefit area and requesting CDBG funding for that area. Each city will hold a public hearing to prioritize proposals and recommend funding levels to the Board of Supervisors.
- The County of San Bernardino Board of Supervisors will hold a public hearing to consider all funding recommendations and approve CDBG projects. The hearing is anticipated for late April, 2013. Contact CDH for the schedule date.

The Board of Supervisors has the final decision authority in funding County CDBG program proposals. The deadline for submitting project proposals is **November 21, 2012**. (Application forms must be received by CDH no later than 4:00 p.m. PST at the office listed below, or must be postmarked by this date.)

For more information, please contact: County of San Bernardino,
Community Development and Housing
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0040
Phone: (909) 387-4700 Fax: (909) 387-4415

INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from and cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

Workers' Compensation - A program of Workers' Compensation insurance or a state approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement. If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager. With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of an Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Professional Liability - Professional liability insurance with limits of a least \$1 million per claim or occurrence.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor, Members of the Town Council
From: Jim Schooler, Director of Community Services
Date: November 14, 2012
For Council Meeting: November 20, 2012

Subject: Park Name Recommendation

Prior Council Review: None for this issue. The Council adopted the Park Naming Policy as recommended by the Parks, Recreation and Cultural Commission (PRCC) in September, 2012.

Recommendation: Review the recommendation from the Parks, Recreation and Cultural Commission and determine a name for the new Town park temporarily referred to as South Side Park.

Summary: In September of this year, the Town Council formally adopted criteria and a procedure for naming parks, based on a PRCC recommendation. The required 30-day period for collecting name proposals from the public ended on November 1st. The PRCC has reviewed the proposed names and forwarded a recommendation of three park names for Council's consideration.

Order of Procedure:

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

Discussion: In preparation for the opening of its first new park since incorporation, the Town Council directed staff to work with the PRCC to develop criteria and procedures for naming park facilities. In September 2012, the Council adopted a policy as recommended by the Commission. Implementation of the policy has been underway in connection with the facility temporarily referred to as South Side Park.

The naming policy prescribes a 30-day proposal period during which the public is entitled to submit park name suggestions for consideration. In the current case, that period concluded on November 1st. A total of 78 unique park names were proposed during that period by more than 100 residents. A list of proposed park names is attached to this staff report.

Reviewed By:



Town Manager

Town Attorney

Mgmt Services

jas

Dept Head

Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

Following the proposal period, the Parks, Recreation and Cultural Commission reviewed the proposals and, in accordance with the naming policy, forwarded a recommendation to the Town Council for a final decision. The PRCC recommends Council consideration of the following three park names:

- a. Norm Essig Park – in recognition of an early community leader who was instrumental in the development of the Sky Harbor area
- b. Sky Harbor Park – proposed because of the park’s physical location in the Sky Harbor area
- c. Sky View Park – proposed because of location and views

The Park Naming Policy designates the Town Council as the final authority regarding the selection of a park name, but does not require the Council to select from those names proposed during the public input period.

Alternatives: None recommended at this time

Fiscal impact: None at this time

Attachments:

- 1. Park Naming Policy
- 2. List of names proposed during public input period

TOWN OF YUCCA VALLEY
PARK AND FACILITY NAMING POLICY
(Adopted by the Yucca Valley Town Council – September 18, 2012)

Purpose

The Yucca Valley Town Council has determined that it is in the best interest of the community to employ a formal process for the naming of public parks and facilities. Therefore, the Town has established criteria and procedures to guide the selection of park names.

Policy

The naming or re-naming of parks, public buildings, and park amenities shall be in accordance with the criteria stated herein:

1. Public buildings shall be named by their function (i.e., Town Hall, Community Center).
2. Park amenities shall not be named; however, donors of amenities may be recognized as the Town Council sees fit.
3. Parks and recreation facilities shall be named by
 - a. the location in the town (i.e., North Park, South Park); or
 - b. the location within a subdivision tract (i.e., Paradise Valley Park); or
 - c. the fronting on a street (i.e., Sunnyslope Park); or
 - d. the presence of, or proximity to, a natural or geological feature; or
 - e. the cultural or historical significance to the community (i.e., Remembrance Park).
4. Parks and recreation facilities may be named after a person, family or organization when:
 - a. The person, family or organization has been primarily instrumental in obtaining or donating funds or land for the facility; or
 - b. The person, family or organization has donated the land or funds to purchase the land, and desires to have the facility named in their honor (i.e., Machris Park); or
 - c. A person has been deceased for more than two years and the Town Council believes the person's contributions to the Town's parks and recreation program were of such a value that the person's memory should be honored by the naming of the facility (i.e., Jacobs Park).
5. Parks and public facilities may be named after a governmental fund or grant, if the circumstances are deemed appropriate by Town Council.

Procedure

With the development of a new park or at other times that the Town Council determines that the naming or re-naming of a park or public facility is a priority, the Parks, Recreation and Cultural Commission shall be responsible to implement the following process:

1. Town staff shall provide notification by mail, e-mail, press release, website announcement and/or personal contact to the community and others who have participated in the

development of the park. The notification will set a minimum of 30 days to submit proposals for the naming or re-naming of the park.

2. Proposals for park names shall be submitted on the form provided by the Town and will include a narrative with rationale or justification supporting the proposed name. The proposal form shall be submitted to the Town Clerk within the stated time frame.
3. The Parks, Recreation and Cultural Commission shall review the proposals and will make a recommendation to the Town Council, providing supportive information as appropriate to justify the recommendation including compliance with the naming criteria.
4. The Town Council has the final authority to designate names for parks and other public facilities.

Park Name Proposals – November 1, 2012

- Bark Bark Doggie Park
- Bark Park
- Bella Vista Park
- Belle View Park
- Black Rock Public Park
- Burnt Mtn Community Park
- Burnt Mountain Park
- Companion Park
- Cielo Vista Park
- Cody Park
- Dakota Park
- Derry Park
- Derry's Doing
- Derry's Dugout
- Desert Lily Park
- Dog Gone Park
- Dog Ota Park
- Dog Town
- Drozd
- Essig Park
- Everest Park
- Franklin Park
- Fun & Run Park
- Fun Run Park
- Fundingsland
- Golden Pals Dog Park
- Happy Park
- Hilda Hardesty Dog Park
- Hollow Park
- Jeff Owen Park
- Jerry Lewis Park
- Joshua Lane Dog Park
- Joshua Springs Public Park
- K-9 Corral
- K-9 Park
- Kay Baker Dog Park
- Kindred Dog Park
- Lawn Sausage Park
- Lucas
- Mountain View Park
- Never Cloud Dog Park
- Nicodemus Park
- Not South Side
- Park of the Stars South
- Pawesome Playground
- Paws Park
- Pet and Pal Park
- Pet and People Park
- Pet Pal Park
- Petty Park
- Primrose Park
- Puppy Park
- Norm Essig Park
- Owen Park
- Owens Park
- Rosie
- Scenic Park
- Sky 5 Park
- Sky Harbor Park
- Sky Harbor Public Park
- Sky Harbor "Hounds Abound" Community Park
- Sky High Park South
- Sky Run Park
- Sky View Park
- Smith Park
- South Side Happy Park
- South Side Vista Park
- St. Francis Park
- The Dog Park Town
- Valley View Park
- Valley Vista Park
- Vista Mountain Park
- Vista Park
- Vista Ranch
- Walk the Dog Park
- Warren Park
- Yelping Yucca Park
- Yippee Yucca Park

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