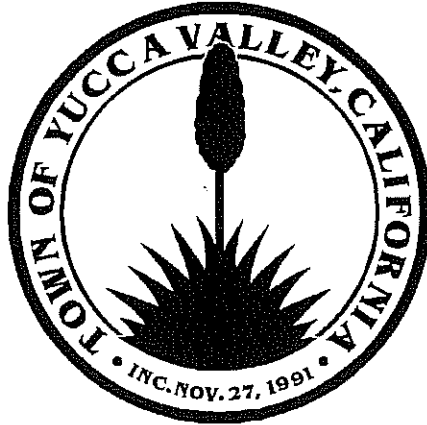


TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING



*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, DECEMBER 4, 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](http://www.yucca-valley.org)**

**AGENDA  
MEETING OF THE  
TOWN OF YUCCA VALLEY COUNCIL  
TUESDAY, DECEMBER 4, 2012  
6:00 P.M.**

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

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

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

**(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)**

1. Potential Litigation per Government Code Section 54956.9(c) -- One (1) Matter

**OPENING CEREMONIES**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

Led by Pastor Chris Wagner, Joshua Springs Community Chapel

**PRESENTATIONS, RECOGNITIONS, INTRODUCTIONS**

1. State of the Town Address.

## APPROVAL OF AGENDA

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

## CONSENT AGENDA

- 1-10 2. Minutes of the Town Council Meeting of November 20, 2012.

**Recommendation: Approve the minutes as presented.**

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

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

- 11-13 4. Certification of November 6, 2012 Election Results, Resolution

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, CONFIRMING AND CERTIFYING THE NOVEMBER 6, 2012 ELECTION RESULTS

**Recommendation: Adopt the Resolution confirming and certifying the November 6, 2012 election results**

- 14-27 5. Community Facilities District No. 11-1 (Services), Annexation Area No. 2, Improvement Area No. 3 (Super Wal-Mart)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 11-1 (SERVICES)

**Recommendation: Adopt the Resolution, declaring the intent to annex territory to Community Facilities District NO. 11-1, and setting a public hearing date for January 15, 2013.**

- 28-32 6. Project No. 8048 – Community Center Building Re-Plumbing Project Acceptance of Project as Substantially Complete.

**Recommendation: Accept the project as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of Faithful Performance Bond to 10%, and direct staff to retain the Labor and Material Bond for six (6) months for Project No.**

8048.

- 33-36 7. Project No. 8310 – 2012/2013 Town Wide Slurry Seal Project, Acceptance of Project as Substantially Complete.

**Recommendation: Accept the project as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of Faithful Performance Bond to 10%, and direct staff to retain the Labor and Material Bond for six (6) months for Project No. 8310.**

- 37-42 8. Project No. 8961 – Community Center Playground Improvement & Splash Park, Community Development Block Grant Funds, Reject All Bids

**Recommendation: Reject all bids, and direct staff to return the project to the Town Council at the time of 2013 CDBG funding allocations**

- 43-48 9. PLHD SR 62 Median Improvement project – Apache to Palm Avenue Right of Way Acquisition, Temporary and Permanent Easements

**Recommendation: Authorize the Town Manager to execute all Right-of-Way documents and authorize payment to the property owners to secure Temporary Construction Easements (TCE's) and Permanent Construction Easements (PCE's) to complete the PLHD Project, as indicated in Attachment "A."**

- 49-58 10. Partnership Agreement- Yucca Valley Chamber of Commerce

**Recommendation: Approve the Partnership Agreement with the Yucca Valley Chamber of Commerce**

- 59-70 11. Warrant Register, December 4, 2012

**Recommendation: Ratify the Warrant Register total of \$965,011.34 for checks dated October 11-18, 2012. Ratify Payroll Registers total of \$149,206.17 for checks dated November 21, 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 2-11) (roll call vote)**

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

**REORGANIZATION OF TOWN COUNCIL**

12. Oath of Office to Newly Elected Council Members

13. Selection of Mayor

Town Clerk to accept nominations for Mayor

**Recommendation: Nominate a Council Member to serve as Mayor for 2013**

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

14. Selection of Mayor Pro Tem.

Mayor to take nominations for Mayor Pro Tem.

**Recommendation: Nominate a Council Member to serve as Mayor Pro Tem for 2013.**

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

15. Presentations to outgoing Mayor

**DEPARTMENT REPORTS**

71-93 16. San Bernardino Associated Governments (SANBAG) Contract NO. C13066  
Property Assessed Clean Energy Program (PACE)

**Recommendation: Approve participation in SANBAG's PACE program, and authorizes the Mayor, Town Manager, and Town Attorney to sign contract NO. C13066**

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

94-98 17. Town Website – Community Video Tours

Staff Report

**Recommendation: Approve the renewal of the agreement with CGI Communications and provide direction to staff regarding any desired changes to the program.**

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

## **FUTURE AGENDA ITEMS**

## **PUBLIC COMMENTS**

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

## **STAFF REPORTS AND COMMENTS**

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

18. Council Member Rowe
19. Council Member Huntington
20. Council Member Lombardo
21. Council Member Abel

## **ANNOUNCEMENTS**

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

**6:00 p.m., Tuesday, December 18, 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 <sup>st</sup> 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 <sup>rd</sup> 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  
LOMBARDO

10:00 a.m. last Thurs.

Yucca Valley

**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 TOWN COUNCIL MEETING MINUTES  
NOVEMBER 20, 2012**

**CLOSED SESSION**

Mayor Rowe called the meeting to order at 5:00 p.m. with all members present. As there were no members of the public wishing to comment, Mayor Rowe adjourned to closed session at 5:01 p.m.

1. **PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9(B) (3) (E):** Closed Session Conference with counsel regarding potential litigation.

Mayor Rowe reconvened to open session at 5:31 and recessed the meeting at 6:00 p.m.

**OPENING CEREMONIES**

Mayor Rowe called the meeting to order at 6:05 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

Mayor Rowe announced there was no reportable action taken at the Closed Session.

**PLEDGE OF ALLEGIANCE**

Led by Mayor Rowe

**INVOCATION**

Led by Chaplain Mike Kelliher, Joshua Springs Calvary Chapel

**AGENCY REPORTS**

**Chamber of Commerce**

1. **Monthly Chamber of Commerce Report for September 2012**

Jennifer Collins, Chamber President, gave the monthly statistical Chamber of Commerce report for September.

**Hi Desert Water District**

**2. Water and Wastewater Project Updates.**

No one present to give report.

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

- 3. **Approve**, Minutes of the Town Council Meeting of November 6, 2012, as presented.
- 4. **Waive**, further reading of all ordinances and read by title only.
- 5. **Receive and file**, AB 1234 Reporting Requirement Schedule for the month of October, 2012.
- 6. **Receive and file**, Monthly Statistical Fire Department Report for October 2012
- 7. **Approve**, Facility Use Agreement with the Boys and Girls Club of the Hi Desert.
- 8. **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.
- 9. **Ratify**, Warrant Register total of \$461,173.85 for checks dated November 1, 2012. Ratify Payroll Registers total of \$312,781.42 dated October 26, 2012.

Council Member Lombardo moved to adopt Consent Agenda Items 3-9. Council Member Abel 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

**DEPARTMENT REPORTS**

**10. Community Development Block Grant (CDBG) proposals**

Community Services Director Schooler advised the application period for the 2013-14 CDBG programs and projects will close on November 21, 2012. The Town has been participating in the program since incorporation. The Town's allocation is \$95,000 this year which is approximately 9% lower than last year. Staff's recommendation is to submit 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. He added that all three of the projects would be reviewed by the County and perhaps found to be eligible for funding, noting at this time the projects are not being prioritized.

**Margo Sturges**, Yucca Valley, commented the program has evolved over the years where the Town was once helping nonprofits and charities. She questioned the percentage or dollar amounts for the three projects.

Council Member Huntington questioned if this has been advertised for the community groups to apply also. Community Services Director Schooler stated that notification was limited to the Town's webpage and whatever the County put out in their press release.

Council Member Lombardo commented it seems like amount of money we receive is insufficient to fund the things we want to do, noting it is disappointing that it has decreased by 9%.

Council Member Abel commented it is his understanding that the Town puts forth the application then allocate the dollar amount at a later date. Community Services Director Schooler explained that the funding allocation recommendation will be determined in February.

Town Manager Nuaimi advised that, because the amount of money is so small, we are essentially putting the projects in as place holders for the County to evaluate. He noted that we did put the Community Center Playground Renovation/Splash Pad out to bid and are evaluating the bids that came in, but they were substantially more costly than the engineer's estimate. He added there is also an opportunity to apply for some of the County funding if we can demonstrate the project provides benefit to more than just the Town. In addition, Home Depot is interested in partnering in the Paradise Park project through a company program.

Mayor Rowe commented that it was expected that HUD would be discontinuing the CDBG program this year, adding it would be great to use the funds to finish some of the things we have already started.

Council Member Abel moved 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. Council Member Huntington seconded. Motion carried 4-0.

#### 11. **Park Name Recommendation**

Community Services Director Schooler advised the Park Naming Policy, establishing criteria and processes for naming and/or re-naming public parks and facilities, was adopted by the Town Council on September 18, 2012. The Parks, Recreation and Cultural Commission looked at the 78 park names that were submitted and recommend either Norm Essig Park, Sky Harbor Park, or Sky View Park.

**Art Miller**, Yucca Valley, spoke in favor of naming the park Norm Essig Park, noting he developed the Sky Harbor area.

**Bob Dunn**, Yucca Valley, spoke in favor of naming the park Norm Essig Park, advising he did a lot for the people of the community including donating land for Machris Park.

**Jean Essig**, Yucca Valley, advised she is Norm Essig's daughter and advised of his many accomplishments for the community, warranting naming the park after him.

**Margo Sturges**, Yucca Valley, proposed naming the park the Norm Essig Sky Harbor Park to bring in all the elements to honor both Mr. Essig and the location.

Mayor Rowe commented regarding the majority of the public comments in favor of naming the park after Norm Essig, and questioned if the Council can change the policy.

Council Member Huntington commented regarding the ability to modify the policy to include people who have been a big part of community, noting in the interest of brevity he is in favor of Essig Park.

Council Member Lombardo commented Mr. Essig has been important to the Town which would warrant his inclusion in naming of the park. He agreed with Council Member Huntington's idea of naming it Essig Park in the interest of brevity.

Council Member Abel expressed concerns regarding naming it for the location noting that technically, its location is more in the Copper Hills area. He advised he would be in favor of naming the park Essig Park, his only concern would be that perhaps some people who have that type of legacy did not have their name recommended because they didn't feel it met the criteria. He questioned if it should be sent back to the Parks, Recreation and Cultural Commission for another 30 day review for others to apply.

Council Member Huntington agreed that if the policy is changed others should have an opportunity to apply.

Town Manager Nuaimi questioned if this name recommendation complies with the criteria that the person is “deceased for more than 2 years and has made a valuable contribution to parks and recreation programs. Community Services Director Schooler advised that was the criteria the commission used.

Mayor Rowe commented she is in favor of Essig Park.

Council Member Huntington moved to name the new Town park temporarily referred to as South Side Park as Essig Park. Council Member Lombardo seconded. Motion carried 4-0.

## PUBLIC COMMENT

**Ramon Mendoza**, Morongo Valley, commented regarding the need for an Ordinance requiring everyone who pumps septic tanks to be licensed and to file a report regarding each pumping.

**Margo Sturges**, Yucca Valley, thanked everyone who went to the polls to vote, stating now we can all come together and be on the same side.

**Richard Harlan**, Yucca Valley, stated Measure U didn't pass, but there should be another ballot measure to help pay for the sewer project and the Town's needs. He suggested the Town form a committee to see if a compromise might be reached.

**Edward Montgomery**, Yucca Valley, commented he was against Measure U and does not think the two sides can come together. The community has to do something to support the sewers, not rip off the citizens for stuff the Town doesn't need. He noted they are trying hard to present the citizens' initiative to the people to let all money go strictly for the sewers and nothing else.

**Ellin Loveless**, Yucca Valley, commented she was proud to serve on the Council in the past and on the Yes on Measure U committee, noting there was a need for a funding source for our Town and we missed the boat by not passing the Measure. She also believes that 30 years is not long enough and that it should be permanent.

**Jennifer Collins**, Yucca Valley, commented that Measure U did not pass, but it did not fail completely. There was a mere 257 more for no than yes, and it only needed approximately 130 of those no votes to win. She noted she has spent the last two weeks talking to people about why they voted “No”, and found some were fed misinformation and see that now and regretted their decision. She also noted there were former Town Council Members who have said they would not support this town. She advised she is proud of the job the Yes on Measure U committee did noting they worked very hard and believed in it, and still believe in this town. She will continue to work hard to fight for our town, and does not believe in an initiative that only addresses one need.

**Cynthia Kraemer**, Yucca Valley, commented the Yes on Measure U Committee worked very hard and believe we were on the right track because we were only 140 votes short of winning.

She encouraged the Council to look at alternatives.

## STAFF REPORTS AND COMMENTS

### 12. Town Manager comments- Measure U Update

Town Manager Nuaimi gave a PowerPoint presentation regarding Measure U and observations. Getting any tax measure passed is always difficult. There was a lot of confusion around the issues, multiple mixed signals were sent through the community, and issues raised were not adequately addressed. Issues raised included: there was no guarantee of funding to the sewer and that funds cannot be used as collateral to lower maximum assessments; funds were going into the Town's General Fund; 30 years is too long; any tax increase should require 2/3<sup>rd</sup> voter approval; the Town doesn't need the funding and should live within its means; all the money should be earmarked to specific needs; the Town is simply piggy backing on the sewer issue; the Town forced through the issue with no input from citizens, the Town is more than just sewer; and the State has not mandated sewer.

Town Manager Nuaimi noted there are other strategies that could reduce the sewer assessment that were not explored such as advocating to the State Water Board that the Town revenues, through a lease agreement, are acceptable risk; Finance a portion of the sewer system with another entity such as the California Statewide Communities Development Authority; or use rates as opposed to an assessment for collateral with the State Water Board.

Town Manager Nuaimi advised the Town is living within its means, however, due to public safety expense growth and dissolution of the Redevelopment Agency, there is a General Fund structural deficit of \$500,000. There is also an additional unfunded road preventative maintenance of \$350,000, leaving a current budget shortfall of \$850,000, and additional unfunded needs include deferred road maintenance in the amount of about \$15,000,000, Brehm Park Maintenance increases of \$250,000 and public safety cost increases of about \$200,000 compounding annually. He noted the Goal Setting Workshop in January launches the budget development process where Council will be asked to make recommendations on filling that budget shortfall by deficit spending or cutting services.

With reference to possible revenue measures it was noted that general taxes must be scheduled at a regular election unless a fiscal emergency is declared, and special taxes can be scheduled no sooner than 88 days from Council calling the elections. Residents can also circulate petitions asking the Council to consider a revenue measure, however, Council cannot call a special election within 180 days of another special election. With a March 5, 2013 election already scheduled, the next available date would be after September 1, 2013.



Town Manager Nuaimi gave the following options for another possible revenue measure:

- 1) 1% 30 year general tax such as Measure U in November 2014;
- 2) 0.5% 30 year special, sewer only, tax in March 2013;
- 3) 1% 30 year measure with 0.5% going to the sewer, 0.25% to roads and 0.25% for public safety in March 2013;
- 4) 0.5% 30 Special Tax for Sewer via citizens' initiative after September 1, 2013;
- 5) 0.5% 10 year General Tax via citizen's initiative in November 2014; or
- 6) 0.5% - 1% special tax with 0.5% to the sewer for 30 years, 0.25% for roads for 10 years and 0.25% for safety for 10 years, in March 2013.

It was noted that Council would need to submit an item to the County by December 7<sup>th</sup> for a March 2013 election.

**Jennifer Collins**, Yucca Valley, questioned where the Citizens' initiative is that was discussed. Stated she would like to focus everyone's energy moving forward and suggested Option 6 would answer a lot of the questions and concerns that people had. She added she does not want to see us stop, and would like to see the Council put something on the ballot in March.

**Cynthia Kraemer**, Yucca Valley, stated most of what she heard was special tax vs. general, sewer tax vs. town tax. She noted she is worried about drastic cuts knowing it can't be public safety or roads, so the things we all enjoy will have to be cut. Stated she likes Option 6, and noted it is her hope that everyone who voted no, yes, or were unsure about Measure U are able to come together.

**Ramon Mendoza**, Morongo Valley, commented wastewater treatment is the problem and there are plenty of alternatives that can be used instead of spending money on something that has not been designed. We don't need a sewer system we need a wastewater treatment system. Septic tanks can be upgraded to meet EPA requirements. He recommended the Town do what it has to with its money and let the Water District do what it has to do.

**Ellin Loveless**, Yucca Valley, recommended Option No. 6 and urged Council to place an item on the December 4<sup>th</sup> agenda.

**Sabrina Peukert**, Yucca Valley, commented that she had representatives from 7-11 here but they left because the Town was so unfriendly to work with. She also commented regarding the Town's credit rating. She questioned the Town Manager's accomplishments and his compensation level and suggested she knows CEO's who might help the community for free.

**Margo Sturges**, Yucca Valley, commented this is the first time she had an opportunity to hear about the proposals. Advised they came up with the citizen's initiative because the Town did not come up with a lease. She believes a 30 year ½ penny sewer tax has always been the mantra of the citizens, and noted there are a lot of details missing from this presentation. She feels Option 6 could be viable solution.

**Richard Harlan**, Yucca Valley, stated he hopes all could come together and perhaps the Town could hold a meeting with some of the “No” people to see how they feel because if they are not on your side it could be bad.

**Charles McHenry**, Yucca Valley, advised he voted for Measure U but wasn't really in favor of it because he was concerned with term. He noted he likes option 6 adding people might buy off on it if the money is earmarked. There is no way people are going to approve a tax for 30 years into general fund, but roads and flood control are great needs. We need to deal with the subjects, not the personalities. We are all in this together.

**Max Wood**, Yucca Valley, question what happens in 10 years if Option 6 were approved. Town Manager Nuaimi advised the tax would drop from 1% to 0.5%.

Council Member Huntington advised that Measure U was constructed the way it was as a favor to the Water District, noting that, until they are approached to find out what they want, we aren't in a position to do anything. Without the ability to study a measure to find out if it has the ability of passing, we are shooting ourselves in the foot. There is no research, or polls at present to define a measure, and there is not enough time to put something on the March ballot and make it successful. However, he does think that Option 6 would have the best chance of passing.

Council Member Lombardo disagreed noting that, although he thinks it will difficult to get a measure to pass, he thinks after the recent Measure U election the public has a desire to come together to work on something that will work. He believes we live in a community that knows how to work together, and have it within us to pull together and come up with a solution. He is worried we don't have a lot of time, but sees serious complications if we don't get something in this cycle. If we wait until 2014 our problems will snowball. He noted he is willing to meet with the opposition at any time to do what has to be done to come up with a workable solution.

Council Member Abel agreed that it is much too early to try to put something on the March ballot. If we are going to go into budget cuts, law enforcement won't be on the list. Basic necessities will come first, and those things we love and enjoy as a community will be sorely missed if we don't take care of the issue. He noted he could not support something that didn't take care of the needs of our community, and added that Option 6 looks like it is one of the easiest options to get behind. It is disappointing that Measure U had a very close vote, and if it had passed, he can guarantee the Council would have made sure ½ cent went to the Water District because they need it, and for anyone to think the community can't hold this Council accountable is wrong.

Mayor Rowe commented after Measure U failed she made a list for many reasons people expressed concerns about the measure. Most of it was lack of trust of everyone. It is difficult to move forward from that, so there needs to be a citizen's initiative brought forward to the Council. This has been a divisive topic in our community. Along with

Council Member Huntington she agrees the Town has to do something, and there needs to be a partnership with the District and Council. At this time the Town has its own needs that we have to focus on. She encouraged the Council to look at the resources we have and see what we need to do next.

Council Member Abel commented that a lot of the people who said they would support Option 6 are also those who already say they supported Measure U. We all need to get together, and there has to be a joint effort by all sides.

Town Attorney Laymon pointed out the item before the Council tonight would not be taking action to put something on the ballot. What we have on the agenda tonight is a report for your receipt, and file, and to provide direction to bring something back. With respect to the Water District and those in opposition not being present tonight, we would bring this back in such a manner that it would be advertised and publicly agendized so that people would be aware of the item. The earliest we could do that would be the December 4<sup>th</sup> Meeting.

Council Member Abel commented he does not want staff to go to all that trouble and effort for such a short deadline.

Council Member Lombardo advised he is willing to work with anyone to try to work something out.

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

**13. Council Member Huntington**

Wished everyone a happy and blessed Thanksgiving this week.

Reported regarding attendance at the Veterans Day Event.

Reported regarding attendance at the Drug Court Graduation.

Reported regarding attendance at the Leadership Institute presented by Southern California Edison on renewable energy.

**14. Council Member Lombardo**

Thanked everyone for voting and showing their confidence in him.

Reported regarding attendance at a fundraiser at Copper Mountain College.

Wished everyone a happy Thanksgiving.

**15. Mayor Pro Tem Abel**

Congratulated all those elected in the last election, and all those who made their voices heard.

Advised he looks forward to working together in the spirit of cooperation, and is looking forward to next year and what can be accomplished.

Wished Happy Holidays to all.

**16. Mayor Rowe**

Thanked Charles McHenry for his productive comments, and advised that the frustrations that 7-11 had were not with town being unfriendly.

Wished everyone a happy Thanksgiving.

Congratulated the staff regarding the Veteran's Day event.

Congratulated all the newly elected and reelected candidates.

**ANNOUNCEMENTS**

Next Town Council Meeting, Tuesday, December 4, 2012, 6:00 p.m.

**ADJOURNMENT**

There being no further business the meeting was adjourned at 7:59 p.m.

Respectfully submitted,

Jamie Anderson, MMC  
Town Clerk

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Jamie Anderson, Town Clerk  
**Date:** November 29, 2012  
**For Council Meeting:** December 4, 2012

**Subject:** Certification of November 6, 2012 Election Results

**Prior Council Review:** None

**Recommendation:** Adopt the Resolution confirming and certifying the November 6, 2012 election results

**Summary:** Following elections, the County Registrar of Voters must certify the votes prior to finalization. Once certification has occurred, local agencies accept the Registrar's actions.

**Order of Procedure:**

**Department Report**

Request Staff Report

Request Public Comment

Council Questions of Staff

Council Discussion

Motion/Second

Discussion on Motion

Call the Question (Roll Call Vote, Consent Agenda Item)

**Discussion:** Following local election certification, the County Registrar of Voters forwards the results to local agencies to accept. The Registrar of Voters has 28 days from the date of the election to certify the results and forward the information to the cities. At the time of this writing, the County has not completed the election certification. Final certification will occur prior to the start of the Town Council meeting. Town staff will present the County Registrar of Voters Election Certification and the appropriate resolution at the Town Council meeting.

Reviewed By:

  
Town Manager

\_\_\_\_\_  
Town Attorney

  
Mgmt Services

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

Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

The latest update of the County Elections website indicates the following results for the Town Council seats:

**Yucca Valley - Town Council**  
11/11 100.00%

	<b>Vote Count</b>	<b>Percent</b>
<b>GEORGE HUNTINGTON</b>	<b>3,659</b>	<b>46.20%</b>
<b>ROBERT E. LOMBARDO</b>	<b>4,261</b>	<b>53.80%</b>
Total	7,920	100.00%

A Write-In candidate (Robert Leone) qualified for the election. The County website does not provide information on the latest count for write-in candidates. The last update received by the Town indicated 611 votes for Mr. Leone. In the event that the County reports write-in totals that exceed those for Mr. Huntington, Town staff will revise the attached resolution accordingly.

Measure U received the following Votes:

**Measure U - Town of Yucca Valley**  
11/11 100.00%

	<b>Vote Count</b>	<b>Percent</b>
<b>YES</b>	<b>3,350</b>	<b>48.26%</b>
<b>NO</b>	<b>3,591</b>	<b>51.74%</b>
Total	6,941	100.00%

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

**Fiscal impact:** None

**Attachments:** Resolution

RESOLUTION NO. 12-

A RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF YUCCA VALLEY, CALIFORNIA,  
CONFIRMING AND CERTIFYING THE NOVEMBER 6,  
2012 ELECTION RESULTS

WHEREAS, the Town Council has duly consolidated the Town Council elections with the statewide elections; and

WHEREAS, the consolidated election was duly conducted on November 6, 2012, and the County Registrar of Voters has canvassed the results as required by Section 15300 et. seq. of the California Elections Code; and

WHEREAS, the Town Council must now certify the results of the election and canvass as set out herein.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council hereby confirms and certifies as follows:

SECTION 1.

The following persons are declared as Town Council Members for a four-year term to commence December 4, 2012:

Robert Lombardo  
George Huntington

SECTION 2.

Measure U was not successful.

SECTION 3.

A statement of the results of the election is attached as Exhibit "A", and the results as set out herein are hereby certified.

APPROVED AND ADOPTED this 4<sup>th</sup> day of December, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

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

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor and Town Council  
**From:** Alex Qishta, Project Engineer  
**Date:** November 12, 2012  
**For Council Meeting:** December 4, 2012

**Subject:** Community Facilities District No. 11-1 (Services)  
Annexation Area No. 2, Improvement Area No. 3 (Super Wal-Mart)  
APN 601-201-37

**Prior Council Review:** There has been no prior review of this item.

**Recommendation:** That the Town Council adopts the Resolution, declaring the intent to annex territory to Community Facilities District No. 11-1, and setting a public hearing for January 15, 2013.

**Executive Summary:** Town Council has previously formed CFD No. 11-1 pursuant to the Mello-Roos Community Facilities Act of 1982 to provide funding for the maintenance of public improvements installed by the Warren Vista Center development. As one of the conditions of approval for CUP 02-04, the Super Wal-Mart project is required to annex into CFD No. 11-1.

**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:** Development projects are approved subject to conditions of approval that require that projects form/annex to a maintenance district. These districts apply an annual fee or special tax upon properties within the District which provides the revenue to offset the cost of maintenance of the public improvements necessary to serve the development.

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Reviewed By:

  
Town Manager

\_\_\_\_\_  
Town Attorney

  
Mgmt Services

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

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Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session



The public facilities and services proposed to be financed within the territory to be annexed to the District are the following:

1. Maintenance of public streets and alleyways, including pavement, traffic control devices, landscaping and other public improvements installed within the public rights-of-way;
2. Maintenance of all public pedestrian or bicycle pathways within the public rights-of-way;
3. Public lighting and appurtenant facilities, including street lights within public rights-of-way and traffic signals located at the entrance driveway on Twentynine Palms Highway, and at the intersection of Twentynine Palms Highway and Avalon Avenue; and
4. Town and County costs associated with the setting, levying and collection of the special tax, and in the administration of the District including the contract administration.

This development will become a new improvement area (Improvement Area No. 3) within CFD No. 11-1, as shown in the attached boundary map (Exhibit "A"). In order to annex into CFD No. 11-1, a Resolution of Intention to annex property must be approved to identify the facilities to be maintained and establish the maximum special tax for this improvement area. The Resolution of Intention shall also set the date and time for the public hearing.

The rate and method of apportionment of the special tax for this improvement area, (Improvement Area No. 3), is included as Exhibit "B" to the Resolution of Intention. The maximum annual special tax for this development has been calculated to be \$126.20 per EDU for fiscal year 2013-14. If the maximum allowable annual fee were levied, the revenue generated would be \$14,430 per year.

In order to annex property to CFD No. 11-01 pursuant to the provisions of California Government Code Section 53311 et seq., the Town must adopt a series of four statutorily required Resolutions which are summarized below.

- Resolution declaring Town intent to annex territory to Community Facilities District No. 11-1 including the boundary of the area to annexed and the rate and method of apportionment of special taxes within the annexation area (the special tax applies only to properties within the annexation area).
- Resolution for the annexation of territory to the District, authorizing levy of special tax within the area annexed to the District, preliminarily, and submitting the levy of the special tax to the qualified electors within the annexation area of the District.
- Resolution setting a date for election approving the levy of the special tax within the

annexation area.

- Resolution declaring the results of the election and directing the recording of the notice of special tax lien.

With adoption of the Resolution, the Public Hearing would be scheduled for January 15, 2013.

**Alternatives:** No alternatives are recommended.

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

**Attachments:** Resolution No. 12-

**RESOLUTION NO.12-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO.11-1 (SERVICES)**

WHEREAS, the Town of Yucca Valley, pursuant to Resolution No.11-38 adopted on August 16, 2011, approved the formation of Community Facilities District No. 11-1 (Services) ; and

WHEREAS, the Town requires that a funding mechanism be established for the purpose of funding the long-term maintenance and rehabilitation asphalt pavement, sidewalk, curbs, and other related facilities related to the approval of Conditional Use Permit (CUP) 02-04, and

WHEREAS, in order to accomplish the foregoing, the Town desires to annex territory to be known as Annexation Area No. 2 (Improvement Area No. 3) to Community Facilities District No. 11-1 pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311, *et seq.*), and to levy a special tax on all property within the annexed territory for legally-permitted facilities and services;

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

**SECTION 1.** Pursuant to the Mello-Roos Community Facilities Act of 1982 (Gov't Code § 53311, *et seq.*), the Town Council hereby declares its intent to annex Improvement Area No. 3 to Community Facilities District No. 11-1 (Services). Pursuant to Section 53321 of the California Government Code, the Town Council hereby determines the following:

- A. The improvement area shall be annexed pursuant to the Mello-Roos Community Facilities Act of 1982 set forth in California Government Code Title 5, Division 2, Part 1, Chapter 2.5;
- B. The proposed boundaries of Annexation Area No.2 (Improvement Area No. 3) shall correspond with the boundaries indicated on the map attached hereto as "Exhibit A" and incorporated herein by reference;
- C. The public facilities and services proposed to be financed by the District within Improvement Area No. 3 are the following:
  1. Maintenance of public streets and alleyways, including pavement, traffic control devices, landscaping and other public improvements installed within the public rights-of-way;
  2. Maintenance of all public pedestrian or bicycle pathways within the public rights-of-way;

3. Public lighting and appurtenant facilities, including street lights within public rights-of-way and traffic signals located at the entrance driveway on Twentynine Palms Highway, and at the intersection of Twentynine Palms Highway and Avalon Avenue; and
  4. Town and County costs associated with the setting, levying and collection of the special tax, and in the administration of the District including the contract administration.
- D. Except where funds are otherwise available, a special tax sufficient to pay for all facilities and services, secured by recordation of a continuing lien against all nonexempt real property in the District, will be annually levied within Annexation Area No. 2 (Improvement Area No. 3) ("the area"). The rate, method of apportionment, and manner of collection of the special tax are described in Exhibit B to this Resolution.
- E. The annexation area does not currently contain any parcels used for private residential purposes, and the Council hereby declares that no special tax shall be levied within the District against any parcel that may be subsequently used for private residential purposes;

**SECTION 2.** The Town Council hereby fixes January 15, 2013 as the date for a public hearing on this resolution, to commence at 6:00 p.m. at the Town of Yucca Valley Town Council Chambers, located at 57090 29 Palms Highway, Yucca Valley, California.

**SECTION 3.** The Town Manager or his designee is hereby directed to study the need for the formation of the proposed District and, at or before the time of the public hearing on formation of the District, to file a report with the Town Council containing a brief description of the public services which will be required to adequately meet the needs of the Annexation Area No. 2 (Improvement Area No. 3) and an estimate of the cost of providing those services.

**SECTION 4.** At or prior to the public hearing, protests against the formation of the District may be made orally or in writing by interested persons or taxpayers. Written response should be directed to: Janet M. Anderson, Town Clerk, Town of Yucca Valley, CA.

**SECTION 5.** The levy of the special tax to be imposed with the District shall be submitted to the qualified electors of the territory to be included within the District pursuant to Section 53326 of the Government Code.

**SECTION 6.** The Town Council hereby directs the Town Clerk to publish notice of the public hearing on this resolution in the manner required by Section 53322 of the California Government Code; and to provide written notice of said public hearing to all landowners within the proposed District in the manner required by Section 53322.4 of the California Government Code; and to conduct all activities necessary for the election on the levy of special taxes as may be legal and necessary.

APPROVED AND ADOPTED on this 4th day of December, 2012

\_\_\_\_\_  
Mayor

ATTEST:

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

Attachments: Exhibit A – Boundary Map Annexation Area No. 2  
Exhibit B - Rate and Method of Apportionment of Special Taxes for  
Annexation Area No. 2

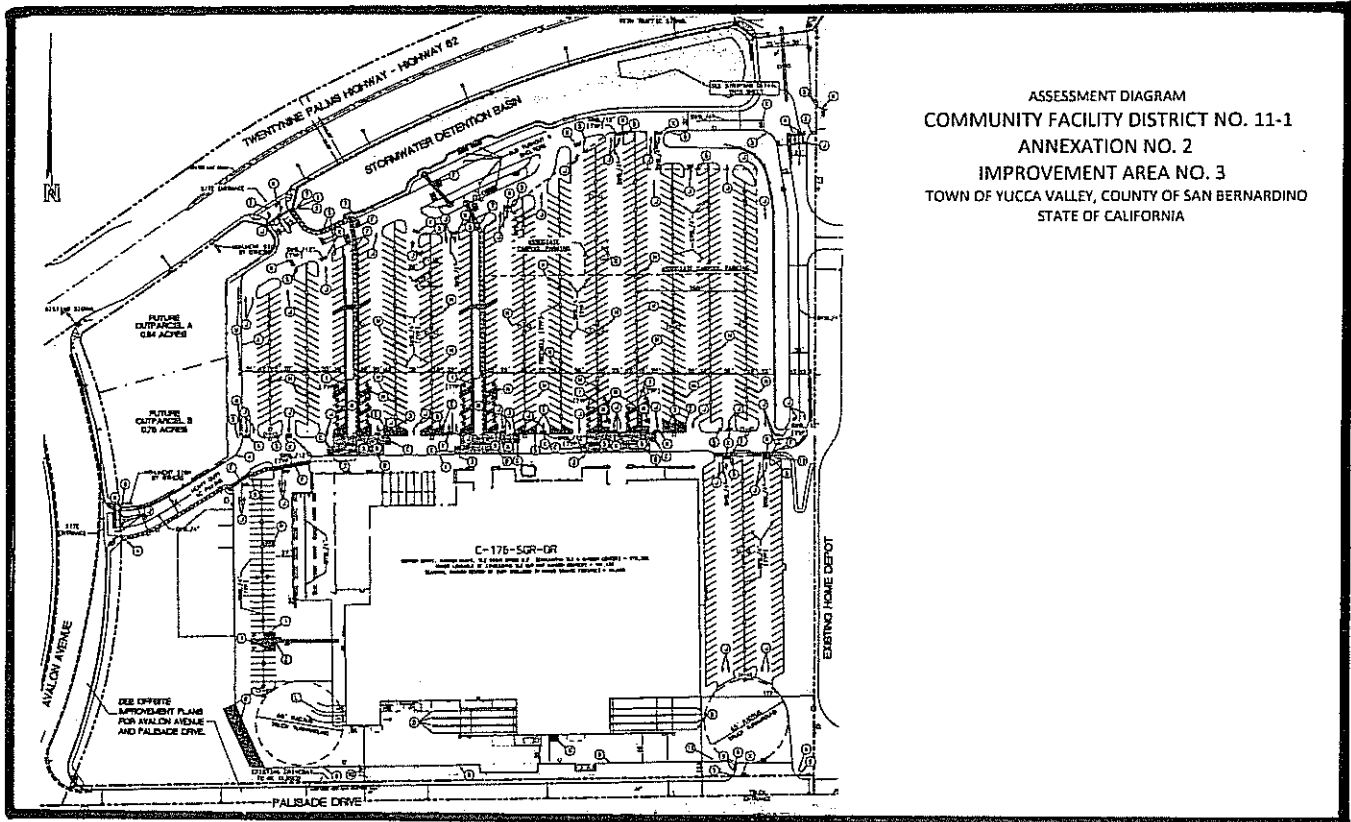
**PROPOSED BOUNDARIES**  
**ANNEXATON NO. 1**

(Attached)

NOTE – all parcels located within the proposed annexation boundaries are owned by the following parties:

<u>Assessor's Parcel No.</u>	<u>Owner</u>
601-201-37	Wal-Mart Stores, Inc.

TOWN OF YUCCA VALLEY  
 ANNEXATION AREA NO. 1 (IMPROVEMENT AREA NO. 3)  
 Community Facilities District No. 11-1 (Services)



RATE AND METHOD OF APPORTIONMENT OF  
SPECIAL TAXES FOR ANNEXATION AREA NO. 2

## EXHIBIT B

### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

#### TOWN OF YUCCA VALLEY COMMUNITY FACILITIES DISTRICT NO. 11-1 (Services) Annexation No. 2 (Improvement Area No. 3)

Special Taxes shall be levied annually on all Assessor's Parcels in Annexation Area No. 2 (Improvement Area No. 3) located within Community Facilities District No. 11-1 (Services) of the Town of Yucca Valley (the "District") commencing in Fiscal Year 2013-14 in an amount determined by the Town through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in Annexation Area No. 2 (Improvement Area No. 3), unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

"**Annual Escalation Factor**" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or four percent (4%). The annual CPI used shall be for the San Diego Area as determined by the Bureau of Labor Statistics.

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

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

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

"**Authorized Services**" means those services as described in the "Special Tax Report Community Facilities District No. 11-1, Annexation No. 2 (Improvement Area No. 3) Town of Yucca Valley.



**"Base Year"** means Fiscal Year ending June 30, 2014.

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

**"District"** means Community Facilities District No. 11-1 (Services) of the Town of Yucca Valley.

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

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

**"Exempt Property"** means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) property used exclusively for the retention/detention of storm water and (iv) property designated by the Town's District Administrator as Tax-Exempt Property

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

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

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

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

**"Maximum Special Tax"** means the maximum Special Tax, determined in accordance with Section C below that can be levied within Annexation Area No. 2 (Improvement Area No. 3) in the District in any Fiscal Year on any Assessor's Parcel.

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

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

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

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

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

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

**"State"** means the State of California.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of the District and any future annexation to Annexation Area No. 2 (Improvement Area No. 3) of the District that is not exempt from the Special Tax pursuant to law or as defined herein.

**"Town"** means the Town of Yucca Valley, California

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

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year using the definitions above, all Taxable Property within Annexation Area No. 2 (Improvement Area No. 3) of the District shall be classified as Developed Property, Approved Property, Undeveloped Property or Exempt Property. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

**C. MAXIMUM SPECIAL TAX RATE**

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

**TABLE 1**  
**Equivalent Dwelling Unit Factors**  
**Community Facilities District No. 11-1**  
**Annexation Area No. 2 (Improvement Area 3)**

<b>Property Classification</b>	<b>Improvement Area 2</b>
<b>Developed Property</b> Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
<b>Approved Property</b> Residential Non-Residential	1 EDU per dwelling unit 4.5 EDU per acre
<b>Undeveloped Property</b> Residential Non-Residential	4.5 EDU per acre 4.5 EDU per acre
<b>Exempt Property</b>	N/A

**TABLE 2**  
**Maximum Special Tax for Approved Property**  
**Community Facilities District No. 11-1**  
**Annexation Area No. 2 (Improvement Area 3)**

<b>Property Classification</b>	<b>Maximum annual Special Tax</b>
<b>Developed Property</b> Residential Non-Residential	\$126.20 per EDU \$567.90 per acre
<b>Approved Property</b> Residential Non-Residential	\$126.20 per EDU \$567.90 per acre
<b>Undeveloped Property</b> Residential Non-Residential	\$567.90 per acre \$567.90 per acre

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

**4. Tax-Exempt Property**

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

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2013-14, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax for Developed Property. Second, if the Special Tax Requirement

has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Approved Property up to 100% of the applicable Maximum Special Tax for Approved Property. Third, if the Special Tax Requirement has not been satisfied by the first two steps, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax for Undeveloped Property.

**E. APPEALS**

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

**F. MANNER OF COLLECTION**

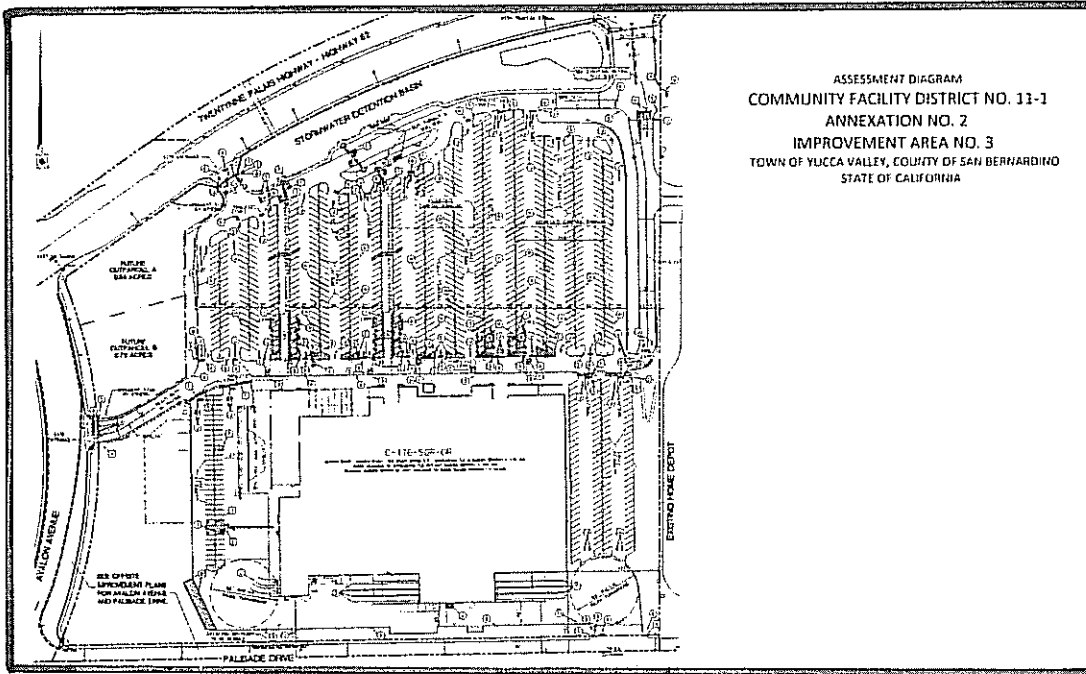
Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator. The Special Taxes when levied shall be the lien imposed pursuant to Section 3115.5 of the Streets and Highways Code. This lien shall be a continuing lien and shall secure each levy of Special Taxes. The lien of the Special Taxes shall continue in force and effect until the Special Tax ceases to be levied in the manner provided by Section 53330.5 of the Government Code.

**G. TERM OF SPECIAL TAX**

The Special Tax shall be levied in perpetuity.

**Exhibit A**  
**Community Facilities District No. 11-1 (Services)**  
**Annexation No. 2 (Improvement Area No. 3)**

TOWN OF YUCCA VALLEY  
ANNEXATION AREA NO. 1 (IMPROVEMENT AREA NO. 3)  
Community Facilities District No. 11-1 (Services)



**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Alex Qishta, Project Engineer  
**Date:** November 21, 2012  
**For Council Meeting:** December 4, 2012

**Subject:** Project No.8048 – Community Center Building Re-Plumbing Project  
Acceptance of Project as Substantially Complete

**Prior Council Review:** The Town Council appropriated funds for this project with adoption of the FY 2012/2013 Budget. On June 26, 2012, the Town Council approved plans and specifications for Project No.8048, authorized the Town Clerk to advertise and receive bids. On August 13, 2012, the Town Council awarded Project No.8048 to Joe Putrino of Yucca Valley, California.

**Recommendation:** That the Town Council accepts the project as substantially complete, authorizes staff to file the Notice of Completion, authorizes the reduction of the Faithful Performance Bond to 10%, and directs staff to retain the Labor and Material Bond for six (6) months for Project No.8048.

**Executive Summary:** Project No. 8048 consisted of replacing existing corroded galvanized pipes with copper plumbing. The project also replaced some existing galvanized plumbing between the water meter, Town Hall, Library, and the Community Center Building. This project also included a stub-out (rough plumbing) for use by the future splash pad at the Community Center, as well as the replacement of two electric hot water heaters in the Community Center Building.



**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:**

It is appropriate for the Town to accept the work and file a Notice of Completion. It is also appropriate to reduce the Faithful Performance Bond being as held as a surety to 10%. The Labor and Material Bond shall be retained for a period of six (6) months, and then released provided no liens or stop notices have been filed.

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

**Alternatives:** Staff recommends no alternative action.

**Fiscal impact:** The following outlines project costs of completion of the work as bid.

Joe Putrino General Contractor Contract	\$75,715.00
Construction Contingency & Other	\$7,915.00
<b>Total</b>	<b>\$83,630.00</b>
Total Contract	\$75,715.00
Change Order #1	\$1,045.00
<b>Total Expenditures</b>	<b>\$76,760.00</b>
<b>Contract Remaining Balance:</b>	<b>\$6,870.00</b>
Eng. /Admin & Other Expenditures	\$1,509.00
<b>Total Back to Funds</b>	<b>\$5,361.00</b>

The use of a portion of construction contingency was necessary based upon field conditions where additional valves and piping was necessary to complete the project.

The funds remaining from this project will be returned to the source fund(s) for future appropriation by the Town Council.

**Attachments:** June 26 and August 21, Town Council Minutes

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012

13. **Accept**, Project No. 8348, Church Street Improvements, as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of the Faithful Performance Bond to 10%, direct staff to retain the Labor and Material Bond for six (6) months for Project No. 8348, and adopt Resolution No. 12-17, accepting Church Street, Onaga Trail to Joshua Drive, into the Town's Maintained Road System.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ACCEPTING CHURCH STREET, BETWEEN ONAGA TRAIL AND JOSHUA DRIVE, INTO THE TOWN'S MAINTAINED ROAD SYSTEM

14. **Adopt**, Resolution No. 12-18, approving the plans and specifications for Project No. 8048, Community Center Building Re-Plumbing, and authorize the Town Clerk to advertise and receive bids.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF COMMUNITY CENTER RE-PLUMBING PROJECT IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE TO RECEIVE BIDS

15. **Award**, the construction contract, base bid only, pending final budget adoption, to Western Pavement Solutions, in the amount of \$549,200; and authorize a construction contingency in the amount of \$50,800, for a total contract amount of \$600,000, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project, 2012/2013 Town Wide Slurry Seal Project – Town Project No. 8310.
16. **Adopt**, Resolution No. 12-19, approving the FY 2011-12 General and Special Revenue Fund Amendments identified in the report.

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



**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
AUGUST 21, 2012**

**OPENING CEREMONIES**

Mayor Rowe called the meeting to order at 6:01 p.m.

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

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

**PLEDGE OF ALLEGIANCE**

Led by Mike Kelliher

**INVOCATION**

Led by Pastor Tom Aversa, Valley Community Chapel

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

3. **Approve**, Minutes of the Regular Town Council Meeting of July 24, 2012, as presented.
4. **Waive**, further reading of all ordinances and read by title only.
5. **Receive and file**, Monthly Statistical Fire Department Report for July, 2012
6. **Receive and file**, the AB 1234 Reporting Requirement Schedule for the month of July, 2012
7. **Receive and file**, Proclamation recognizing Marine Corps Air Ground Combat Center, Twentynine Palms 60<sup>th</sup> Anniversary to be presented by the Mayor on August 24, 2012.
8. **Award**, construction contract to Joe Putrino, General Contractor, in the amount of

\$75,715, and authorize a construction contingency in the amount of \$7,285, for a total contract amount of \$83,000, authorize the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorize the Town Manager to expend the contingency fund, if necessary to complete the project, Community Center Building Re-Plumbing – Town Project No. 8048.

- 9. Award, Professional Services Agreement to Overland Pacific & Cutler, Inc., in the amount of fifty nine thousand one hundred and eighty five dollars (\$59,185) to provide Right of Way acquisition and support services for the SR 62 TCRP Project, and authorize the Mayor, Town Manager and Town Attorney to sign all necessary documents to implement the project.
- 10. Ratify, Warrant Register total of \$712,610.25 for checks dated August 2, 2012 to August 9, 2012. Ratify Payroll Registers total of \$157,124.33 dated August 3, 2012.

Council Member Abel moved to adopt Consent Agenda Items 3-10. Council Member Lombardo seconded. Motion carried 4-0.

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

**DEPARTMENT REPORTS**

- 11. Resolution calling a special election on Tuesday, March 5, 2013.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013 TO FILL A TOWN COUNCIL VACANCY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

Town Manager Nuaimi advised that Council Member Hagerman resigned from the Council on July 20, 2012. Due to the fact that there are already two appointed Members, Council must call a special election within 60 days of the resignation. The election would be held on March 5, 2012.

Margo Sturges, Yucca Valley, commented in favor of calling the election.

Council Member Abel moved to adopt Resolution No. 12-32, calling and giving notice of a Special Election on March 5, 2013, to fill a Town Council vacancy. Council

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Alex Qishta, Project Engineer  
**Date:** November 21, 2012  
**For Council Meeting:** December 4, 2012

**Subject:** Project No.8310 – 2012/2013 Town Wide Slurry Seal Project  
 Acceptance of Project as Substantially Complete

**Prior Council Review:** The Town Council appropriated funds for this project with adoption of the FY 2012/2013 Budget. On April 17, 2012, the Town Council approved plans and specifications for Project No.8310, and authorized the Town Clerk to advertise and receive bids. On June 26, 2012, the Town Council awarded Project No.8310 to Western Pavement Solutions of Brea, California.

**Recommendation:** That the Town Council accepts the project as substantially complete, authorizes staff to file the Notice of Completion, authorizes the reduction of the Faithful Performance Bond to 10%, and directs staff to retain the Labor and Material Bond for six (6) months for Project No.8310.


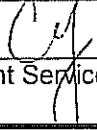
**Executive Summary:** Project No. 8310 included the application of a Type II slurry seal and cape seal on designated streets throughout the Town of Yucca Valley, as set forth in the Bid Documents and included but was not limited to mobilization, traffic control, removal of pavement striping, markings and legends, application of slurry and cape seal, and included all appurtenant labor, materials and equipment.

**Order of Procedure:**

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

**Discussion:** The Town Wide Slurry Seal Project provided slurry and cape seal for streets throughout the Town, and appurtenant work as necessary. All work required for the project has been satisfactory completed. Approximately forty-two lanes miles of road maintenance were completed with this project.

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

It is appropriate for the Town to accept the work and file a Notice of Completion. It is also appropriate to reduce the Faithful Performance Bond being as held as a surety to 10%. The Labor and Material Bond shall be retained for a period of six (6) months, and then released provided no liens or stop notices have been filed.

**Alternatives:** Staff recommends no alternative action.

**Fiscal impact:** The following outlines project costs of completion of the work as bid.

Western Pavement Solutions Contract	\$549,200.00
Construction Contingency	\$50,800.00
<b>Total</b>	<b>\$600,000.00</b>
Total Contract Costs:	\$536,201.70
<b>Contract Remaining Balance:</b>	<b>\$63,798.30</b>
Indirect Cost Allocation	\$26,810.00
<b>Total Back to Fund</b>	<b>\$36,988.30</b>

The funds remaining from this project will be returned to the source fund(s) for future appropriation by the Town Council.

**Attachments:** April 17 and June 26, 2012 Town Council Minutes

**APPROVAL OF AGENDA**

Council Member Hagerman moved to approve the agenda. Council Member Huntington seconded. Motion carried 5-0.

**CONSENT AGENDA**

4. **Approve**, Regular Town Council Meeting Minutes of April 3, 2012, as presented.
5. **Waive**, further reading of all ordinances and read by title only.
6. **Receive and file**, Monthly Statistical Fire Department Report for March, 2012
7. **Receive and file**, AB 1234 Reporting Requirements for March 2012
8. **Waive**, based on the findings and substantial evidence described below, the minor defects in the bid consisting of the bidder's failure to allocate a maximum of \$25,000 for Caltrans permit fees as described in the Town's bid document, finding that the bid submitted by Steiny and Company Inc., substantially conforms to the Call for Bids and the defect in the bid did not affect the lowest responsible and responsive bidder determination, nor was any bidder given an advantage or benefit not allowed other bidders. Moreover, the defect in the Steiny and Company Inc., proposal do not relate to, or impact, the issue of bidder responsibility; **Award**, the construction contract to Steiny and Company, Inc., in the amount of \$245,371.00, and authorizes a construction contingency in the amount of \$24,629.00, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project; **and Amend**, the 2011-2012 fiscal year budget, appropriating and transferring \$20,000 from Traffic Safety Fund 507 to Measure I – Major Arterial Fund 522, for the project; SR 62/247 Median Island Improvements
9. **Adopt**, Resolution No. 12-09, approving the plans and specifications for Project No. 8340, and authorizing the Town Clerk to advertise and receive bids, Town-Wide Slurry Seal Project

A RESOLUTION OF THE TOWN COUNCIL FO THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE 2012/13 TOWN WIDE SLURRY SEAL IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS

10. **Receive and file**, the report outlining the Summer 2012 programs and events to be organized and conducted by the Community Services Department.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012

13. **Accept**, Project No. 8348, Church Street Improvements, as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of the Faithful Performance Bond to 10%, direct staff to retain the Labor and Material Bond for six (6) months for Project No. 8348, and adopt Resolution No. 12-17, accepting Church Street, Onaga Trail to Joshua Drive, into the Town's Maintained Road System.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ACCEPTING CHURCH STREET, BETWEEN ONAGA TRAIL AND JOSHUA DRIVE, INTO THE TOWN'S MAINTAINED ROAD SYSTEM

14. **Adopt**, Resolution No. 12-18, approving the plans and specifications for Project No. 8048, Community Center Building Re-Plumbing, and authorize the Town Clerk to advertise and receive bids.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF COMMUNITY CENTER RE-PLUMBING PROJECT IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE TO RECEIVE BIDS

15. **Award**, the construction contract, base bid only, pending final budget adoption, to Western Pavement Solutions, in the amount of \$549,200; and authorize a construction contingency in the amount of \$50,800, for a total contract amount of \$600,000, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project, 2012/2013 Town Wide Slurry Seal Project - Town Project No. 8310.
16. **Adopt**, Resolution No. 12-19, approving the FY 2011-12 General and Special Revenue Fund Amendments identified in the report.

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

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Alex Qishta, Project Engineer  
**Date:** November 28, 2012  
**For Council Meeting:** December 4, 2012

**Subject:** Community Center Playground Improvement & Splash Park – Town Project No. 8961  
Community Development Block Grant Funds  
Reject All Bids

**Prior Council Review:** The Town Council previously allocated three years of Community Development Block Grant (CDBG) funds to the renovation of the Community Center Playground, including the addition of a splash park amenity to the facility. The Town Council appropriated these funds in the FY 2012/2013 adopted budget. On October 4, 2011, the Town Council authorized advertisement of the Request for Proposal (RFP) for the park design and the preparation of bid ready construction drawings. On January 17, 2012, the Town Council awarded the design contract to RJM Design Group. The Town Council authorized project bidding at its meeting of September 18, 2012.

**Recommendation:** That the Town Council rejects all bids, and directs staff to return the project to the Town Council at the time of 2013 CDBG funding allocations.

**Executive Summary:** All bids received exceeded the available funding for the project. Staff and the landscape architect design firm are reevaluating project construction detail to reduce construction costs and bring them in alignment with available funding.

**Order of Procedure:**


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

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Reviewed By:

  
Town Manager

\_\_\_\_\_  
Town Attorney

  
Mgmt Services

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

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Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

**Discussion:** The Community Center Playground Improvement & Splash Park project includes the reconstruction of the existing playground area and equipment, as well as the construction of a splash park amenity. The construction bid documents are structured to include the renovation of the existing park as a base bid, and the construction of the splash park as an alternate bid, based upon the funds available at the time of award of the construction contract. The attached Preliminary Statement of Probable Cost estimated Base costs of \$320,000 and Splash Pad costs estimated at \$275,000.

The project was advertised on September 22, 2012, and bids were opened on November 8, 2012. The following five (5) bids were received. All bids significantly exceeded the estimated costs and available funding.

<u>BIDDER</u>	<u>BASE</u>	<u>SPL. PAD</u>	<u>TOTAL</u>
Fleming Env., Inc.	\$647,705.00	\$504,070.00	\$1,151,775.00
Doug Wall Construction	\$649,475.00	\$345,858.00	\$1,295,333.00
Micon Construction, Inc.	\$506,435.10	\$300,760.65	\$807,195.75
MJS Construction, Inc.	\$568,000.00	\$426,400.00	\$994,400.00
CS Legacy Construction, Inc.	\$578,316.70	\$306,309.00	\$884,625.70

Therefore, staff is recommending that Council reject all bids and direct staff to bring back alternatives during the 2013 hearing for the Community Development Block Grant allocation process.

**Alternatives:** Staff recommends no alternative actions.

**Fiscal impact:** A total of \$356,017 in CDBG funds are appropriated in the FY 2012/2013 Budget for the project. Approximately \$325,055.38 is available for the construction phase.

The Engineering estimate for the project is as follows:

Total Construction for the existing park renovation	\$290,500.00
Contingency (approximately 10%)	<u>\$29,500.00</u>
Subtotal	\$320,000.00
Total Construction of Splash Park	\$250,000.00
Contingency (approximately 10%)	<u>\$25,000.00</u>
Total	\$275,000.00
Project total cost	<u><u>\$595,000.00</u></u>

**Attachments:** Bid Summary Sheet  
Preliminary Statement of Probable Cost



TOWN OF YUCCA VALLEY  
 BID OPENING LOG SHEET

BID OPENING DATE: November 8, 2012

PROJECT DESCRIPTION: CC Playground Improvements & Splash Park

BIDDER;	BID AMOUNT	BID BOND
1. <u>Fleming Inc. Inc.</u>	<u>647,705</u> <u>504,070</u>	<u>10%</u>
2. <u>Way 2.000 Const</u>	<u>649,475</u> <u>345,858</u>	<u>10%</u>
X 3. <u>Mason Construction, Inc.</u>	<u>506,435.10</u> <u>300,700.65</u>	<u>10%</u>
4. <u>M.S. Construction, Inc.</u>	<u>568,800</u> <u>426,400</u>	<u>10%</u>
5. <u>C. S. Legacy Const, Inc.</u>	<u>578,316.70</u> <u>306,309</u>	<u>10%</u>
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

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

Signed: [Signature]  
 Dated: 11/8/2012



**DRAFT**

**PRELIMINARY STATEMENT OF PROBABLE COST**  
**LANDSCAPE CONSTRUCTION IMPROVEMENTS FOR**  
**YUCCA VALLEY COMMUNITY CENTER PLAYGROUND & SPLASH PAD**  
**DESERT RECREATION DISTRICT**  
 9/18/2012

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
<b>BASE BID</b>					
<b>A</b>	<b>PROJECT START UP (INFRASTRUCTURE)</b>				
1.	Mobilization (not exceed 2% of base bid amount)	1	LS	Allow	\$ 10,000.00
2.	Sawcut/remove/dispose existing Conc. Paving	2,200	SF	\$2.50	\$ 5,500.00
3.	Sawcut/remove/dispose existing Conc. Edging	660	LF	\$4.00	\$2,640.00
4.	Remove/dispose existing Sand	14,810	SF	\$0.25	\$ 3,702.50
5.	Temporary Construction Fencing	495	LF	\$5.00	\$2,475.00
6.	Remove/dispose existing Bench and Footing	5	EA	\$50.00	\$ 250.00
7.	Remove Planting Area	19,050	SF	\$0.05	\$ 952.50
8.	Sawcut/remove/dispose existing Play Equipment	1	LS	Allow	\$ 5,000.00
<b>SUBTOTAL</b>					<b>\$ 30,520.00</b>
<b>10% CONTINGENCY</b>					<b>\$ 3,052.00</b>
<b>TOTAL</b>					<b>\$ 33,572.00</b>
<b>B</b>	<b>LANDSCAPE CONSTRUCTION</b>				
1.	Provide and Install Concrete Paving	4,800	SF	\$5.00	\$ 24,000.00
2.	Provide and Install Concrete Mowcurb	80	LF	\$12.00	\$ 960.00
3.	Provide and Install Bio-Swale W/ Accent Boulders and Cobbles	2,030	SF	\$7.50	\$ 15,225.00
4.	Provide and Install Picnic Table	7	EA	\$1,200.00	\$ 8,400.00
5.	Provide and Install Conc. Pad	1,050	SF	\$5.00	\$ 5,250.00
6.	Provide and Install Bench	2	EA	\$970.00	\$ 1,940.00
7.	Provide and Install Waste Receptacle	2	EA	\$625.00	\$ 1,250.00
<b>SUBTOTAL</b>					<b>\$ 57,025.00</b>
<b>10% CONTINGENCY</b>					<b>\$ 5,702.50</b>
<b>TOTAL</b>					<b>\$ 62,727.50</b>

Item No.	Description	Qty	Unit	Unit Price	Total
<b>C</b>	<b>2-5 Yrs. TOT-LOT AREA</b>				
1.	RePlay Play Structure	1	EA	\$14,200.00	\$ 14,200.00
2	Double Tot Swing	1	EA	\$1,200.00	\$ 1,200.00
3	Saddle Seat	1	EA	\$425.00	\$ 425.00
4	Horse	1	EA	\$3,650.00	\$ 3,650.00
5	Engineer Wood Fiber	2,050	SF	\$1.25	\$ 2,562.50
6	Play Equipment Installation, Freight	1	LS	\$12,000.00	\$ 12,000.00
7	Provide and Install Concrete Edging	145	LF	\$75.00	\$ 10,875.00
8	Provide and Install Conc. Pad	175	SF	\$5.00	\$ 875.00
9	Provide and Install Bench	3	EA	\$970.00	\$ 2,910.00
10	Provide and Install Waste Receptacle	3	EA	\$625.00	\$ 1,875.00
11	Provide and Install Custom Conc. Armchair	2	EA	\$900.00	\$1,800.00
12	Provide and Install Custom Conc. Coffee Table	1	EA	\$600.00	\$600.00
<b>SUBTOTAL</b>					<b>\$ 52,972.50</b>
<b>10% CONTINGENCY</b>					<b>\$ 5,297.25</b>
<b>TOTAL</b>					<b>\$ 58,269.75</b>
<b>D</b>	<b>5-12 Yrs. TOT-LOT AREA</b>				
1.	RePlay Play Structure	1	EA	\$34,400.00	\$ 34,400.00
2	Saddle Seat	2	EA	\$425.00	\$ 850.00
3	Double Belt Swing	1	EA	\$1,200.00	\$ 1,200.00
4	May Pole	1	EA	\$2,100.00	\$ 2,100.00
5	Lizard Log	1	EA	\$3,940.00	\$ 3,940.00
6	Smal Hop Rock	1	EA	\$290.00	\$ 290.00
7	Medium Hop Rock	1	EA	\$415.00	\$ 415.00
8	Mineshaft Tunnel	1	EA	\$5,300.00	\$ 5,300.00
9	Engineer Wood Fiber	5,570	SF	\$1.25	\$ 6,962.50
10	Play Equipment Installation	1	LS	\$25,000.00	\$ 25,000.00
11	Provide and Install Concrete Edging	130	LF	\$75.00	\$ 9,750.00
12	Provide and Install Conc. Pad	310	SF	\$5.00	\$ 1,550.00
13	Provide and Install Bench	2	SF	\$970.00	\$ 1,940.00
14	Provide and Install Waste Receptacle	1	SF	\$625.00	\$ 625.00
15	Provide and Install Custom Conc. Armchair	2	EA	\$900.00	\$1,800.00
16	Provide and Install Custom Conc. Coffee Table	1	EA	\$600.00	\$600.00
<b>SUBTOTAL</b>					<b>\$ 96,722.50</b>
<b>10% CONTINGENCY</b>					<b>\$ 9,672.25</b>
<b>TOTAL</b>					<b>\$ 106,394.75</b>

Item No.	Description	Qty	Unit	Unit Price	Total
<b>E</b>	<b>LANDSCAPE AREA</b>				
1.	Soil Preparation and Fine Grading	18,195	SF	\$0.05	\$909.75
2.	Provide and Install 24" Box Container Tree	17	EA	\$250.00	\$ 4,250.00
3.	Provide and Install Shrub and Groundcover	5,690	SF	\$1.00	\$ 5,690.00
4.	Provide and Install Turf - Sod	12,505	SF	\$0.65	\$ 8,128.25
5.	Provide and Install Irrigation System	18,195	SF	\$1.00	\$ 18,195.00
6.	Demposed Granite (2" Depth)	5,714	SF	\$2.50	\$ 14,285.00
5.	90 - Day Maintenance	18,195	SF	\$0.10	\$ 1,819.50
<b>SUBTOTAL</b>					<b>\$ 53,277.50</b>
<b>10% CONTINGENCY</b>					<b>\$ 5,327.75</b>
<b>TOTAL</b>					<b>\$ 58,605.25</b>
<b>E</b>	<b>SPLASH PAD - BID ALT.</b>				
1.	Aqua Flex Surfacing	1,200	SF	\$28.00	\$ 33,600.00
2.	Provide & Install Splash Pad Play Aparatus	1	LS	\$180,000.00	\$ 180,000.00
3.	Provide & Install Splash Pad Equip. & Dome	1	LS	\$28,000.00	\$ 28,000.00
4.	Provide and Install Conc. Pad	225	SF	\$5.00	\$ 1,125.00
5.	Provide and Install Bench	3	SF	\$970.00	\$ 2,910.00
6.	Provide and Install Waste Receptacle	3	SF	\$625.00	\$ 1,875.00
7.	Provide and Install Custom Conc. Armchair	2	EA	\$900.00	\$1,800.00
8.	Provide and Install Custom Conc. Coffee Table	1	EA	\$600.00	\$600.00
<b>SUBTOTAL</b>					<b>\$ 249,910.00</b>
<b>10% CONTINGENCY</b>					<b>\$ 24,991.00</b>
<b>TOTAL</b>					<b>\$ 274,901.00</b>
<b>GRAND TOTAL OF A THRU E</b>					<b>\$ 594,470.25</b>
<p>THIS OPINION OF PROBABLE COSTS IS BASED ON THE PLACITAS DE LA PAZ. IT DOES NOT INCLUDE PERMIT FEES, OR ANY RECOMMENDATIONS FOR OVER-EXCAVATION, SUB BASE PREPARATION, FOOTING DEPTH, SIZE OR REINFORCING AS MAY BE REQUIRED DUE TO PROBLEMATIC SOIL CONDITIONS. RJM HAS PREPARED THIS PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST ON THE BASIS OF ITS BEST PROFESSIONAL JUDGMENT AND EXPERIENCE WITH THE CONSTRUCTION INDUSTRY. HOWEVER, THIS OPINION REPRESENTS ASSUMPTIONS OF THE CONSTRUCTION MARKET AND CONTRACTOR'S METHODS OF DETERMINING ACTUAL CONSTRUCTION COSTS, OVER WHICH RJM HAS NO CONTROL. IF THE OWNER'S REQUIRE GREATER ASSURANCE AS TO THE CONSTRUCTION COST, THEY SHALL EMPLOY AN INDEPENDENT COST ESTIMATOR.</p>					

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Alex Qishta Project Engineer  
**Date:** November 29, 2012  
**For Council Meeting:** December 4, 2012

**Subject:** PLHD SR 62 Median Improvement project-Apache to Palm Avenue  
 Right of Way Acquisition, Temporary and Permanent Easements

**Prior Council Review:** On June 15, 2010 the Town Council authorized a Professional Services Agreement with Overland Pacific & Cutler, Inc., to provide Right of Way acquisition and support services for the PLHD SR 62 Median Improvement project.


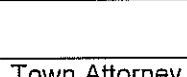
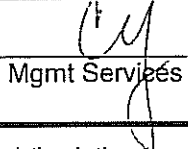
**Recommendation:** That the Town Council authorize the Town Manger to execute all Right-of-Way documents and authorized payment to the property owners to secure Temporary Construction Easements (TCE's) and Permanent Construction Easements (PCE's) to complete the PLHD Project, as indicated in Attachment "A".

**Executive Summary:** Property acquisition is often necessary when constructing public works projects. The PLHD project extends from Apache to east of Palm Avenue, and includes the requirement to acquire both permanent and temporary construction easements. A total of 33 property owners and 39 properties are included in the recommended actions. Approval and executing the agreements/grant of easement forms and authorizing payment for the temporary and permanent easements are necessary to construct the PLHD improvements.

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

**Discussion:** The PLHD project entails the construction of raised medians, sidewalks, minor drainage improvements, and street lighting improvements from Apache Trail to Palm Avenue, and the construction of a traffic signal at Church Street and SR 62. The first phase of the project consisted of Caltrans approval of the project and environmental document which is completed (PA & ED). The second phase, referred to as the PS&E phase, which entails the preparation of the plans, specifications, and estimates necessary to advertise for competitive bids and selection of a contractor for the final construction phase has commenced. The project is expected to receive Caltrans final approval by the end of January 2013.

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

The acquisition of right of way is the third phase of project development which entails in this case the acquisition of temporary construction easements and permanent easements necessary for construction. Phase III technical work is complete, and all final documents are ready for execution.

**Alternatives:** No alternative action is recommended. The completion of the right-of-way acquisition is necessary for the construction of the project.

**Fiscal impact:** The total acquisition costs paid to private property owners with the recommended action is \$37,483.00 (Attachment A).

**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)	<u>\$47,602.76</u>
<b>TOTAL PLHD FUNDS:</b>	<b>\$458,014.00</b>
Phase I (PA&ED)	\$94,457.43
Phase II (PS&E)	<u>\$226,042.57</u>
<b>TOTAL MEASURE I EXCHANGE FUNDS:</b>	<b>\$319,500.00</b>
Phase II (PS&E)	\$27,507.91
Phase III (ROW)	<u>\$65,330.57</u>
<b>*TOTAL OTHER FUNDS:</b>	<b>\$92,838.48</b>
*Additional funding from Traffic Safety, LTF, Measure I – Arterials.	
<b>Total Prior Expenditures:</b>	<b>\$869,897.48</b>

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	<b>\$3,046,240</b>
Projected expenditures on PS&E for FY 2012-13:	(\$25,390)
Projected expenditures on R/W services 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	(\$37,500)
Estimated Administrative costs in FY 2012-13	<u>(\$50,000)</u>
<b>Total Projected Project Costs in FY 2012-13</b>	<b><u>(\$2,899,754)</u></b>
Ending Project Balance:	<b>\$146,486</b>

**Attachments:** Exhibit "A"

Town of Yucca Valley State Route 62 Improvements Project  
 Right of Way Acquisition Agreement Payment Report  
 November 8, 2012

Proj # 200435  
 EA# OL690  
 PLHL04-5466(015)  
 Post Mile 10.77211.43

Type	APN	Subject Property Address	Vesting	Owner Name and Mailing Address	Payment Amount
P					\$1,185.00
15	0594-081-21	56080 Twenty-Nine Palms Hwy.	John G. Luyben, Jr. and Rosalie A. Luyben, trustees of the 1998 John and Rosalie Luyben Family Trust	John G. Luyben Jr., and Rosalie A. Luyben, Trustees 4050 Country Club Dr. Lakewood, CA 90712	\$321.00
3	0587-081-81	56471 Twenty-Nine Palms Hwy.	Wolverine Enterprises, LLC	Wolverine Enterprises, LLC 58524 Piedmont Dr. Yucca Valley, CA 92287	\$250.00
TCE					
10	0587-081-040587-081	M/A	Bharatkumar Gokalbhai and Mrudulaben B. Bhakta, husband and wife as joint tenants	Bharatkumar G. and Mrudulaben B. Bhakta 9328 Magnolia Ave. Riverside, CA 92503	\$19,500.00
P.45					
4	0586-314-03	56089 Twenty-Nine Palms Hwy.	Jana Ly, an unmarried woman	Jana Ly 17595 Grand Avenue Lake Elsinore, CA 92530	\$1,070.00
1	0595-013-48	56284 Twenty-Nine Palms Hwy.	George A. Pearson, as his sole and separate property	George A. Pearson 16868 A St. Huntington Beach, CA 92647	\$1,057.00
2	0587-292-18	56265 Twenty-Nine Palms Hwy.	G & M Oil Company, Inc., A Corporation	G & M Oil Company Inc. 16868 A St. Huntington Beach, CA 92647	\$1,050.00
14	0594-081-22	7280 Apache Trail	Ruth Marie Rooks and Lester J. Rooks, Husband and Wife as Joint Tenants	Lester J. Rooks and Ruth M. Rooks 8723 San Vicente Dr. Yucca Valley, CA 92284	\$250.00
TCE					
7	0587-292-10 0587-292-11	M/A	Ronald E. Hill and Lisa A. Hill, husband and wife as joint tenants	Ronald E. Hill and Lisa A. Hill 56193 Twenty-Nine Palms Hwy. Yucca Valley, CA 92284	\$563.00
16	0587-081-70 0587-081-06 0587-081-07 0587-081-66	56401 Twenty-Nine Palms Hwy.	Patricia W. Thomson, Trustee for the Thomson Family Trust of 1990	Patricia W. Thomson, Trustee 56401 Twenty-Nine Palms Hwy. Yucca Valley, CA 92284	

Town of Yucca Valley State Route 62 Improvements Project  
 Right of Way Acquisition Agreement Payment Report  
 November 8, 2012

17	TCE	0587-291-01 0587-291-02 0587-291-03	55129 Twenty-Nine Palms Hwy.	Randy Chow and Sarah P. Chow, husband and wife and Hard Chow and Say Haong Chow, husband and wife	Randy Chow & Sarah P. Chow Hard Chow & Say Haong Chow 56153 Twenty-Nine Palms Hwy. Yucca Valley, CA 92284	\$250.00
18	TCE	0595-331-53	See additional Parcels Owned by Ruscha	Edward J. Ruscha, Trustee of the Ruscha Revocable Trust	Edward J. Ruscha, Trustee 35 S. Venice Blvd Venice, CA 90291	\$250.00
19	TCE	0594-081-26	56098 Twenty-Nine Palm Hwy.	Chi Ming Wong and Wai Fong Lau, Husband and wife as joint tenants	Chi Ming Wong and Wai Fong Lau 3419 Shining Star Lane Corona, CA	\$250.00
20	TCE	0595-013-46	56286 Twenty-Nine Palms Hwy.	BEBA LLC 56925 Yucca Trail #330 Yucca Valley, CA 92284 Desert Vista Development, Inc.	Parcels previously under: Desert Vista Development, Inc. P.O. Box 940 Yucca Valley, CA 92286	\$250.00
21	TCE	0595-013-45	56300 Twenty-Nine Palms Hwy.	BEBA LLC 56925 Yucca Trail #330 Yucca Valley, CA 92284 Bill Scholar, Trustee of the Bill Scholar living Trust	Parcels previously vested in: Bill Scholar, Trustee P.O. Box 940 Yucca Valley, CA 92286	\$250.00
22	TCE	0595-013-44	Moorehoward Investments, LLC, a California Limited Liability Company	Moorehoward Investments, LLC, a California Limited Liability Company	Moorehoward Investments, LLC 2517 S. Santa Fe Ave. Vista, CA 92083	\$320.00
23	TCE	0587-295-06	56299 Twenty-Nine Palms Hwy.	James R. Larson Cathy J. Larson, Husband and wife as joint tenants	James R. Larson and Cathy J. Larson P.O. Box 456	\$250.00
24	TCE	0595-331-40	56222 Twenty-Nine Palms Hwy.	Robert E. Wright and Mary K. Wright, who are married to each other	Robert Wright and Mary Wright 58735 Arcadia Trail Yucca Valley, CA 92284	\$250.00



Town of Yucca Valley State Route 62 Improvements Project  
 Right of Way Acquisition Agreement Payment Report  
 November 8, 2012

Proj # 200435  
 EA# OL690  
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 Post Mile 10.77211.43

25	TCE	0595-331-41	N/A	Robert E. Becker and Sylvia L. Becker, as trustees under the Becker Family Trust, dated March 19, 1993	Robert E. Becker and Sylvia L. Becker, Trustees 8621 E Appaloosa Trail Scottsdale, AZ 85258	\$250.00
26	P	0587-081-71	56445 Twenty-Nine Palms Hwy.	WJB Family Partnership LP	WJB Family Partnership LP Attn: William Brehm P.O. Box 28429 San Diego, CA 92198	\$4,157.00
27	TCE	0587-081-82	56475 Twenty-Nine Palms Hwy.	Stanley J. Zarakov, Trustee of the Stanley Zarakov Inter Vivos Revocable Trust Declaration of 1988, Or His Successors In Interest	Stanley Zarakov, Trustee P.O. Box 1677 Yucca Valley, CA 92286	\$250.00
28	P, TCE	0595-331-48	56158 Twenty-Nine Palms Hwy.	Jack Morey	Jack W. Morey, Jr. P.O. Box 83115 Danief, WY 83115	\$250.00
29	TCE	0594-081-18	56100 Twenty-Nine Palms Hwy.	Patricia G. Brown, Trustee of the Brown Family Living Trust of 2004	Patricia G. Brown, Trustee 62922 Golden St. Joshua Tree, CA 92252	\$250.00
30	TCE	0594-081-17	N/A	Robert M. Tenbrook and Ann L. Tenbrook, husband and wife as community property	Robert M. and Ann L. Tenbrook 56132 Twenty-Nine Palms Hwy. Yucca Valley, CA 92284	\$250.00
31	TCE	0594-081-16	56130 Yucca	Robert Mathew Tenbrook and Ann Livannia Tenbrook, husband and wife as community property (previously owned by Usher)	Robert Mathew Tenbrook and Ann L. Tenbrook	\$250.00
32	TCE	0595-331-09	56150 Twenty-Nine Palms Hwy.	Charles A. Donaldson, Jr., Trustee of the Donaldson Family Trust dated March 3, 2000.	Charles A. Donaldson, Jr., Trustee 45766 W. Via Villaggio Indian Wells, CA 92210	\$250.00

Town of Yucca Valley State Route 62 Improvements Project  
 Right of Way Acquisition Agreement Payment Report  
 November 8, 2012

33	TCE	0595-331-65	56173 Twenty-Nine Palms Hwy.	Thomas C. Humphreville and Natalie J. Humphreville, husband and wife as joint tenants, as to an undivided 1/2 interest, and Tim D. Humphreville and Wendy L. Humphreville, husband and wife as joint tenants, as to an undivided 1/2 interest	Thomas C. Humphreville and Tim D. Humphreville P.O. Box 1540 Yucca Valley, CA 92284	\$250.00
34	TCE	0595-331-39	N/A	Morris Communications Corporation	Morris Communications Corporation P.O. Box 936 Augusta, GA 30903	\$250.00
35	TCE	0587-292-05	56157 Twenty-Nine Palms Hwy.	Roger D. Olson and Margaret M. Olson, Trustees of the Roger D. and Margaret M. Olson Trust.	Roger D. Olson and Margaret M. Olson, Trustees 7671 Emerson Ave. Yucca Valley, CA 92284	\$250.00
36	TCE	0587-292-17	56165 Twenty-Nine Palms Hwy.	Elizabeth H. Meyer, Trustee of the 2007 Elizabeth H. Meyer Revocable Trust Dated December 12, 2007	Elizabeth H. Meyer, Trustee 5877 Sunrise Rd. Twenty-nine Palms, CA 92277	\$250.00
37	TCE	0587-292-09	56187 Twenty-Nine Palms Hwy.	Kristopher Collins and Jennifer Collins, Trustees of the 2005 Kristopher Collins Family Trust dated 2-13-2005	Kristopher Collins and Jennifer Collins, Trustees 8931 Fortuna Ave. Yucca Valley, CA 92284	\$250.00
38	TCE	0587-292-19	56249 Twenty-Nine Palms Hwy.	John Tsiolis and Patricia Tsiolis, husband and wife as joint tenants	John Tsiolis and Patricia Tsiolis 56249 Twenty-Nine Palms Hwy. Yucca Valley, CA 92284	\$250.00
39	T	0587-081-84	56351 Twenty-Nine Palms Hwy.	Jesus A. Gamboa, a single man and Michalene N. Bixler, a widow as joint tenants	Jesus Gamboa and Michalene N. Bixler 6233 Pioneertown Rd. Yucca Valley, CA 92284	\$2,263.00
40		0595-013-49	56254 Twenty-Nine Palms Hwy.	Apache Mobile Home Park Association	Apache Mobile Home Park Association 56254 Twenty-Nine Palms Hwy. Yucca Valley, CA 92284	

Grand Total \$37,483.00

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Jim Schooler, Community Services Director  
**Date:** November 29, 2012  
**For Council Meeting:** December 4, 2012

**Subject:** Partnership Agreement – Yucca Valley Chamber of Commerce

**Prior Council Review:** The previous 2-year partnership agreement between the Town and the Yucca Valley Chamber of Commerce expired on June 30, 2012.

**Recommendation:** That the Town Council approve the Partnership Agreement with the Yucca Valley Chamber of Commerce.

**Summary:** To maximize the use of community resources in accomplishing the Town's priorities, The Town Council has encouraged productive relationships with other community agencies to accomplish mutual objectives. In some cases, the Town has included funding for community partnerships in the annual budget. One of the partnering organizations, the Yucca Valley Chamber of Commerce, has typically committed to provide various marketing services in exchange for partnership funding. The annual agreement between the Town and the Chamber identifies those services. A commercial lease agreement is also in place which defines the terms of the Town and Chamber's landlord/tenant relationship in the California Welcome Center building.



**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 the adopted 2012-13 general fund budget, the Town Council approved partnership funding (\$15,000) for the Yucca Valley Chamber of Commerce in support of marketing services that assist in accomplishing the Town's objectives. The budgeted amount represents a 25% decrease from the previous year, a reflection of the economic factors that negatively impacted several items within the general fund.

In addition to the partnership funding, the Town provides office and storage space to the Chamber of Commerce in exchange for additional services performed on the

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

Town's behalf. The services include maintaining a visitor log, disseminating Town and community information, assembling and mailing relocation packets, conducting ribbon cutting ceremonies, maintaining web site links and promotion of Town events. The estimated value of providing these services is \$990 per month.

The attached Partnership Agreement formalizes the understanding between the Town of Yucca Valley and the Yucca Valley Chamber of Commerce for fiscal years 2012-13 and 2013-14. The two-year agreement provides for an annual review and adjustment of services and compensation in conjunction with the Town's budget preparation process.

**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 Yucca Valley Chamber of Commerce for FY 2012-13 and FY 2013-14 with Exhibits A and B.

AGREEMENT FOR SERVICES BETWEEN  
THE YUCCA VALLEY CHAMBER OF COMMERCE AND  
THE TOWN OF YUCCA VALLEY

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of December, 2012, by and between the Town of Yucca Valley, a municipal corporation hereinafter designated as "Town" and the Yucca Valley Chamber of Commerce, a nonprofit corporation hereinafter designated "Chamber."

**WITNESSETH**

WHEREAS, the Town has adopted within its General Plan an Economic Development Element and has determined that the welfare of the citizens of Yucca Valley requires ongoing economic progress; and

WHEREAS, the Town has identified certain activities necessary to implement the economic development goals and objectives including administrative, marketing, promotional, job creation & retention, and tourism activities; and

WHEREAS, the Chamber is duly organized and constituted, and has the resources to render to the Town and its citizens such services in addition to those through which it serves the purposes of its members; and

WHEREAS, due to the Chamber's ability to participate in accomplishing the mutual objectives of both agencies with regard to local economic development, the Town deems it appropriate and in the furtherance of the public good that an Agreement be entered into for the achievement of these objectives.

NOW, THEREFORE, in consideration of the following terms and conditions, said parties do hereby agree as follows:

1. The term of this Agreement shall commence on the effective date set forth above and shall terminate two years from said date, but the Agreement may be amended in conjunction with the Town's annual budgeting process. A review of the services to be provided by the Chamber and the compensation schedule will be conducted prior to June 30<sup>th</sup> each year.
2. The Chamber will, and does hereby undertake to carry on certain activities in cooperation with, and on behalf of the Town and particularly to render those services set forth in Attachment "A" (Scope of Services) and Attachment "B" (Scope of Services in Exchange for Office and Storage Space).
3. The Chamber agrees to submit to the Town Manager, a written monthly report providing an accounting of program activities related to the scope of this Agreement. Such report shall be for the purpose of assuring that Town funds are being expended for those purposes set forth in the Agreement and for purposes permitted by law.
4. In consideration for services performed by the Chamber, the Town agrees to compensate the Chamber as set forth in Attachment "A", upon receipt of a billing with written summary of

pertinent activities as well as an accounting of applicable revenues and expenditures. Approved invoices will be paid within 30 days of receipt pursuant to this agreement.

5. Prior to receiving funds under this Agreement, the Chamber shall make available to the Town its annual budget, including a program outline of planned activities for the current fiscal year, which incorporates the services contained herein.
6. The records and books of Chamber relating to the scope and terms of this Agreement shall be open to inspection and audit by Town, its employees or representatives, at all times during the term of this Agreement and for a reasonable time thereafter; or as may be required by law.
7. The Town may advance funds to the Chamber pursuant to this Agreement upon proof of necessity by the Chamber. Said proof shall include, but shall not be limited to, a written statement to the Town Manager that an authorized activity pursuant to this Agreement cannot be carried without an advance of sufficient funds.
8. The Town or Chamber, upon at least ninety (90) days written notice, may terminate this Agreement. In the event of termination, Chamber shall be compensated proportionally to the effective termination date for satisfactorily performed joint marketing activities.
9. At the completion or termination of this Agreement, all data, studies, and any other information, work products, memoranda, documents or writings, created or generated in connection with the performance of this Agreement will belong to the Town, and shall be delivered to the Town Manager. Chamber may retain copies of these materials for its use or purposes.
10. Chamber will perform the services set out in this Agreement or will cause performance of said services to occur, as contemplated herein, in accordance with the generally accepted standards for performing similar services within the State. Town has relied upon Chamber's representations for quality and professional work as an inducement to enter into this Agreement.
11. The failure of the Town to insist upon the strict performance of any of the provisions of this Agreement, or failure to exercise any other right, option or remedy hereby reserved or as determined by law, shall not be construed as a waiver for the future of any such provisions, right, option, or remedy, or as a waiver of any subsequent breach thereof.
12. The Town Manager or his designee shall represent the Town in all matters pertaining to the administration of this Agreement, including without limitation, attending all necessary meetings and conferences, and review and approve all reports submitted by the Chamber; although Chamber shall be responsible for coordination of all necessary meetings and conferences, and will coordinate all public information and participation activities.
13. Chamber shall defend (with attorneys approved by Town), hold harmless and indemnify the Town, its officers, employees and agents against liability (whether bodily injury, including death, and/or property damage) and against any other losses, claims, damages, actions, or judgments arising or alleged to arise out of any acts or omission of Chamber or its officers, agents, employees, subcontractors or representatives in the performance of this Agreement.

14. Chamber shall procure from an admitted insurer and shall maintain at its cost comprehensive general liability and property damage insurance, including owned or non-owned automobile insurance, against all claims for injury or death against persons or damage to property resulting from Chamber's act or omission arising out of or related to Chamber's performance under this Agreement. Chamber shall also carry workers compensation insurance in the statutory amount prescribed under State Workers Compensation Laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be subject to reduction in coverage, cancellation or termination without thirty (30) days prior written notice received by the Town, and the liability insurance shall be primary and not contributing with other insurance available to Town. A certificate or certificates evidencing the foregoing and naming Town as an additional insured on the liability insurance shall be delivered to and approved by Town prior to commencement of the services hereunder. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Chamber's obligation to indemnify Town and its contractors or employees. The amount of insurance required hereunder for personal injury, general liability, professional liability, automobile liability and property damage shall be no less than One Million Dollars (\$1,000,000) per occurrence.
15. Chamber shall act as an independent contractor when providing services under this Agreement and shall not under any circumstances be considered employees of the Town of Yucca Valley. The Chamber, its agents or employees will perform the services required herein, as contracted services under the Scope of Services, Attachment "A" and Attachment "B". Chamber shall not at any time or in any manner represent that it or its agents, officers or employees are agents, officers or employees of Town.
16. No officer or employee of the Town shall be personally liable to the Chamber 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 Chamber or its successor, or for breach of any obligation of the terms of this Agreement.
17. 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.

Notice to the Town shall be sufficient if sent to:

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

Notice to the Chamber shall be sufficient if sent to:

Yucca Valley Chamber of Commerce  
56711 Twentynine Palms Highway  
Yucca Valley, CA 92284  
Attn: President

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 has been made and entered into in the State of California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance hereunder.
20. 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.
21. Should litigation or arbitration occur between the parties hereto relating to the provisions of this Agreement, all reasonable litigation or arbitration expenses and costs, including reasonable attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
22. Chamber shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Chamber 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. Chamber 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.
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.
24. This Agreement shall not be assigned without the written consent of the Town. It may be amended or modified only by written agreement of the parties.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

TOWN OF YUCCA VALLEY

YUCCA VALLEY CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Merl Abel, Mayor

By: \_\_\_\_\_  
Jennifer Collins, President



Attest:

By: \_\_\_\_\_  
Jamie Anderson, Town Clerk

Approved as to Form:

By: \_\_\_\_\_  
Lona Laymon, Town Attorney

**EXHIBIT A**

**SCOPE OF SERVICES**

**COMPENSATION SCHEDULE**  
**FOR SPECIFIC PARTNERSHIP ACTIVITIES**

**Services**

**Compensation**

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Joint Marketing

Support for marketing services to include advertising, FAM tours, information packet mailings, re-printing and distribution of the 5-Day Itinerary where residents and tourists gather, improving presence on the Inland Empire Film Commission website, and search optimization of the Chamber website.

Joint Marketing Total \$15,000

**Total 2012-13 Partnership Funding \$15,000**

**EXHIBIT B**

**SCOPE OF SERVICES**  
**IN EXCHANGE FOR OFFICE AND STORAGE SPACE**

In exchange for the performance of certain economic development activities, the Town of Yucca Valley agrees to provide to the Yucca Valley Chamber of Commerce:

1. approximately 616 square feet of office space including basic utilities (gas, electric & water) space plus use of common areas in the California Welcome Center building;
2. approximately 66 square feet of storage space in the California Welcome Center building; and;
3. approximately 100 square feet of storage space in the Jacobs Park storage building

In exchange for use of the aforementioned office and storage space, the Yucca Valley Chamber of Commerce does hereby agree to perform the following economic development activities on behalf of the Town (estimated proportion of Chamber activity applicable to rent = \$990 per month):

1. The Chamber shall maintain a guest book / log of all contacts, including addresses, and areas of interest to be used by the Town and Chamber for information purposes and follow-up contact as deemed appropriate. A copy of the log shall be forwarded to the Town upon request.
2. The Chamber shall respond to inquiries on the availability of public schools, housing, service organization activities, public services and other general matters of interest to both Yucca Valley residents and visitors to Yucca Valley.
3. When applicable, the Chamber shall respond to relocation inquiries by assembling and mailing appropriate packets of information to those inquiring about residential and commercial opportunities in Yucca Valley.
4. The Chamber shall recognize new or re-located businesses in town by organizing, publicizing and conducting ribbon cutting ceremonies as needed.

Additionally, the Chamber shall provide general services as follows:

1. Maintain regular office hours with qualified personnel to provide information and referral services through the Chamber office.
2. When requested, the Chamber shall assist the Town in the preparation and distribution of the Town's economic development and marketing materials.
3. The Chamber and the Town staff shall work together to establish a work program to ensure the appropriate advancement toward achieving the Council's goals in Economic Development.

4. The Chamber shall cooperate with the Town in marketing Yucca Valley at tourism expos, conferences and trade shows in a manner which is complimentary to similar Town activities, including staffing exhibit booths and distribution of promotional materials.
5. The Chamber shall assist the Town in promoting tourism and special community events that are mutually agreed upon by the Town Manager and the President of the Chamber.
6. In order to facilitate the success of business attraction strategies, the Chamber and Town shall cooperatively conduct an inventory of community assets and amenities to be used in programs that promote the desirability of visiting, living and doing business in Yucca Valley.
7. The Chamber shall assist the Town in promoting Yucca Valley's tourist attractions by arranging for leaders of the hospitality industry to tour the Town and nearby points of interest. Such familiarization tours will be conducted annually in co-operation with the other Morongo Basin Chambers.
8. The Chamber shall act as a referral headquarters to the Town regarding commercial and industrial business re-location prospects.
9. The Chamber, utilizing the resources of its membership, shall assist the Town by spearheading a local business outreach program consisting of the following components:
  - a. A local business public relations campaign relying on existing mechanisms such as correspondence, local media publicity, Chamber newsletters and personal contacts. The program should significantly focus on favorably promoting the advantages and opportunities for shopping and doing business in Yucca Valley.
  - b. The Town and Chamber shall collaborate on the development and implementation of a new business welcome program. The program shall include such activities as issuing news releases and conducting groundbreaking, grand openings, ribbon cuttings, dedication ceremonies, or such other activities as requested. This program shall be offered to all new businesses whether they choose to become a Chamber member immediately or not.
  - c. The Chamber, in cooperation with the Town, shall ascertain and communicate the needs and concerns of the local business community, including but not limited to the local business climate, financial problems, training and promotional needs, expansion plans, etc.

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Administrative Services Director  
**Date:** November 26, 2012  
**For Council Meeting:** December 4, 2012

**Subject:** Warrant Register: December 4, 2012

### Recommendation:

Ratify the Warrant Registers total of \$ 965,011.34 for checks dated October 11-18, 2012 and November 15, 2012. Ratify the Payroll Register total of \$ 149,206.17 for checks dated November 21, 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. 22 dated November 21, 2012 total of \$ 149,206.17  
Warrant Register No. 21 dated October 11-18, 2012 total of \$ 544,223.81  
Warrant Register No. 25 dated November 15, 2012 total of \$ 420,787.53

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Reviewed By:

  
Town Manager

  
Admin. Services

\_\_\_\_\_  
Town Attorney

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Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

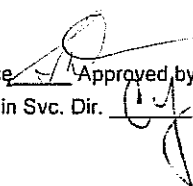

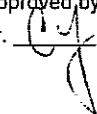
Public Hearing  
 Study Session

**WARRANT REGISTER # 21**  
**CHECK DATE OCTOBER 11-18, 2012**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 41406 to # 41515 are valid:

GENERAL FUND # 001	\$396,463.40
CENTRAL SUPPLIES FUND # 100	\$1,135.89
CUP DEPOSITS FUND # 200	\$1,190.00
COPS SLESF FUND # 509	\$27,117.64
GAS TAX FUND # 515	\$49,580.20
MEASURE I MAJOR ARTERIAL FUND # 522	\$5,625.00
MEASURE I - 2010 -2040 FUND # 524	\$3,827.98
HUD-JERRY LEWIS PARK FUND # 551	\$1,085.00
CDBG FUND # 560	\$1,259.34
CAPITAL PROJECT RESERVE FUND # 800	<u>\$56,939.36</u>
<b>GRAND TOTAL</b>	<b><u><u>\$544,223.81</u></u></b>

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

**Town of Yucca Valley****Warrant Register**

October 11-18, 2012

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
001	GENERAL FUND			
	41406	SBCO Clerk/Board of Supervisors	Filing Fee	\$50.00
	41407	Lew Edwards Group	Revenue Measure Outreach	7,483.27
	41408	Thomas Vincent	Event Catering Deposit	545.02
	41410	AlSCO/American Linen, Inc.	Facilities Supplies & Uniforms	127.97
	41411	Arrowhead Mountain Water	Office Supplies	218.49
	41412	ASCE/Am Society of Civil Eng	2013 Membership Dues	280.00
	41413	Best Signs	Electronic Repair	894.00
	41414	Victor Biller	SS Park Opening Expense	125.00
	41415	Broadcast Music, Inc.	Annual Music License	320.00
	41416	Kristine Bost	Contract Instructor	28.00
	41417	Carol Boyer	Contract Instructor	60.20
	41418	Jim Boyle	Recreation Trip Refund	170.00
	41419	Beverly Burkitt	Contract Instructor	19.60
	41420	C & S Electric	Park & Ride Supplies	243.86
	41421	C & S Electric	Electrical Maintenance Svs.	305.00
	41422	C & S Electric	Electrical Maintenance Svs.	85.34
	41423	C & S Electric	Electrical Maintenance Svs.	177.03
	41424	California Building Standards Com.	SB 1473 Fees	26.10
	41425	California Municipal Statistics Inc.	CAFR Services	875.00
	41426	Cactus Flower	Event Expense	82.97
	41428	China Star USA	Museum Shop Merchandise	71.27
	41429	Janine Cleveland	Contract Instructor	98.00
	41430	Companion Animal Clinic	Veterinary Services	52.00
	41431	Evan Copeland	Museum Event Assistant	100.00
	41432	Corelogics Information Solutions	Property Information	150.00
	41433	Wayne Coughlan	Sports Referee	132.00
	41434	Department of Conservation	SMIP Fees	119.39
	41435	Dept of General Services	Administrative Hearing Svs.	46.00
	41436	Desert Hot Springs Animal Clinic	Veterinary Professional Svs.	520.00
	41437	Dept of Justice	Fingerprint Service	162.00
	41438	Elk's Lodge #2314	Veteran's Tribute Catering	700.00
	41439	Farmer Bros. Co.	Office Supplies	293.90
	41440	Catherine Fletcher	Contract Instructor	56.00
	41441	Mae Fox	Contract Instructor	43.40
	41442	Brad Foxworthy	Contract Instructor	39.20
	41443	Fulton Distributing Co.	Maintenance Supplies	1,110.09
	41446	Graphic Penguin	Web Site Maintenance	580.00
	41447	Joy Groves	Contract Instructor	270.90
	41448	Harrison Air Conditioning	HVAC Maintenance	285.00
	41449	Lori Herbel	Contract Instructor	1,701.00
	41450	Hi-Desert Water	Water Service	3,971.90
	41451	Hi-Desert Publishing	Museum Advertising	1,209.24
	41452	Hi Desert Round Up	Facility Rental Refund	500.00
	41453	IIMC	Membership Dues	85.00
	41454	Institute-Transportation Engineers	2013 Membership Dues	294.12
	41455	Jimmy's Equipment & Turf Supply	Parks Turf Maintenance	511.11
	41456	Johnson Machinery Co.	Annual Generator Maintenance	1,018.31
	41457	Susan Jordan	Contract Instructor	168.00

**Town of Yucca Valley****Warrant Register**

October 11-18, 2012

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	41458	Heather Kaczmarczk	Contract Instructor	374.50
	41460	Lew Edwards Group	Revenue Measure Outreach Svs.	4,850.00
	41461	Jason Lewellyn	Sports Referee	198.00
	41463	The Mallants Corp	Temporary Employment Svs.	1,838.60
	41465	Morongo Basin Unity Home	Possessory Tax	536.25
	41466	Doug McKern	Museum Shop Merchandise	60.00
	41467	Morongo Unified School District	YVHS Pool Utilities	3,160.45
	41468	Yucca Valley NAPA Auto Parts, Inc.	Vehicle Maintenance	5.83
	41469	Viva Nelson	Contract Instructor	14.00
	41470	NRO Engineering	Engineering Services	4,197.50
	41471	Sierra Oakes	Contract Instructor	37.80
	41472	Oasis Office Supply	Office Supplies	797.58
	41473	Oriental Trading Co. Inc.	Supplies	112.24
	41474	P.A.P.A.	Membership Renewal	90.00
	41475	Pacific Telemanagement Svs.	Public Phone Seervice	82.64
	41476	Pool & Spa Center	YVHS Pool Expense	89.22
	41477	Pro Security	Facilities Maintenance	100.00
	41480	Quick Reference Publishing	Museum Shop Merchandise	105.00
	41481	Rogers,Anderson, Malody & Scott	Professional Services	6,350.00
	41482	Maureen Randall-Petty Cash	Museum Misc. Supplies	222.45
	41483	Lynne Richardson	Contract Instructor	196.00
	41485	Richard Sanchez	Contract Instructor	196.00
	41486	Linda Sande	Contract Instructor	76.30
	41488	SBCO - Hazardous Material Div	10-12/12 Hazardous Waste Svs.	6,920.00
	41489	SBCO - Information Services	09/12 Radio Access	1,997.40
	41491	SBCO Sheriff's Dept	Personnel Credits	-16,344.86
	41491	SBCO Sheriff's Dept	07-09/12 OHV Grant Overtime	1,380.31
	41491	SBCO Sheriff's Dept	07-09/12 DUI Mini Grant Expense	7,990.98
	41491	SBCO Sheriff's Dept	07-09/12 Overtime Charges	12,727.10
	41491	SBCO Sheriff's Dept	07-09/12 Vehicle Expense	20,027.37
	41491	SBCO Sheriff's Dept	October 2012 Professional Svs.	283,752.00
	41492	Office of the County Recorder	Filing Fee	108.00
	41493	SCE	Electric Service	9,653.99
	41494	Beverly Schmuckle	Contract Instructor	92.40
	41495	So. Cal. Gas Co.	Natural Gas Service	13.00
	41496	Southwest Networks, Inc.	Technology Support	12,716.35
	41497	Sprint	Phone Service	3.30
	41498	Stater Bros	Recreation Program Expense	47.31
	41500	Michael Summers	Museum Event Coordinator	100.00
	41501	Time Warner Cable	Internet & Cable Service	913.07
	41503	Delanford Truitt	Sports Referee	66.00
	41504	VCA Yucca Valley Animal Hospital	Veterinary Services	529.51
	41505	Verizon	Long Distance Phone Svs.	224.57
	41506	Valley Independent	Printing Expense	401.93
	41507	Voyager Fleet Systems, Inc	Natural Gas Vehicle Fuel	174.45
	41508	Walmart Community	Shelter & Recreation Supplies	1,581.09
	41510	Guy Wulf	Sports Referee	198.00
	41511	Elizabeth (Betty) Wulf	Contract Instructor	56.00
	41512	Yucca Valley Quick Lube	Fleet Maintenance	254.09



**Town of Yucca Valley**

**Warrant Register**

October 11-18, 2012

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	41513	YV Chamber of Commerce	Facility Rental Refund	500.00
	41514	Z 107.7 Mobile Music	Event Talent	175.00
	41515	Marion Zenz	Animal Adoption Refund	110.00
<b>Total 001 GENERAL FUND</b>				<b>\$396,463.40</b>
100 INTERNAL SERVICE FUND				
	41462	Mail Finance	Postage Meter Leases	\$837.72
	41506	Valley Independent	Letterhead	298.17
<b>Total 100 INTERNAL SERVICE FUND</b>				<b>\$1,135.89</b>
200 DEPOSITS FUND				
	41470	NRO Engineering	Engineering Services	\$1,190.00
<b>Total 200 DEPOSITS FUND</b>				<b>\$1,190.00</b>
509 COPS-SLESF FUND				
	41491	SBCO Sheriff's Dept	07-09/12 SLESF Grant Overtime	\$27,117.64
<b>Total 509 COPS-SLESF FUND</b>				<b>\$27,117.64</b>
515 GAS TAX FUND				
	41409	Ace Alternators	Streets Equipment Maintenance	\$430.89
	41410	Alsco/American Linen, Inc.	Streets Uniform Service	79.05
	41427	Carquest Auto Parts	Streets Equip & Maintenance	47.40
	41444	Gold Star Asphalt Products	Tack & Supply Expense	2,040.19
	41445	Granite Construction, Inc.	Asphalt Recycling Svs.	769.80
	41450	Hi-Desert Water	Water Service	174.48
	41464	Matich Corporation	Canyon/Pinon Road Repair	35,169.83
	41468	Yucca Valley NAPA Auto Parts, Inc.	Streets Equipment	34.75
	41479	Quality Street Services, Inc.	Street Sweeping Service	8,325.00
	41487	SBCO-Vehicle Services	Vehicle Inspection & Svs.	4.00
	41493	SCE	Electric Service	94.22
	41502	Tops n Barricades	Streets Signs & Supplies	2,083.24
	41509	Woods Auto Repair	Vehicle Maintenance	327.35
<b>Total 515 GAS TAX FUND</b>				<b>\$49,580.20</b>
522 MEASURE ARTERIAL FUND				
	41499	Steiny & Company, Inc.	SR 62/SR247 Project	\$5,625.00
<b>Total 522 MEASURE ARTERIAL FUND</b>				<b>\$5,625.00</b>
524 MEASURE I - 2010-2040 FUND				
	41493	SCE	Electric Service	\$3,827.98
<b>Total 524 MEASURE I - 2010-2040 FUND</b>				<b>\$3,827.98</b>
551 HUD-JERRY LEWIS PARK FUND				
	41459	LandMark	SS Park Project	\$1,085.00
<b>Total 551 HUD-JERRY LEWIS PARK FUND</b>				<b>\$1,085.00</b>

**Town of Yucca Valley**

**Warrant Register**

**October 11-18, 2012**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
560 CDBG FUND				
	41472	Oasis Office Supply	CC Splash Park Project	\$1,029.23
	41484	RJM Design Group	CC Splash Park	230.11
<b>Total 560 CDBG FUND</b>				<b>\$1,259.34</b>
800 CAPITAL PROJECTS RESERVE FUND				
	41451	Hi-Desert Publishing	Animal Shelter Ad	\$1,033.60
	41470	NRO Engineering	Engineering Services	172.50
	41472	Oasis Office Supply	Animal Shelter Plan Copies	8,200.04
	41478	Joseph S. Putrino	CC Re-Plumbing Project	47,353.50
	41490	SBCO Fire Department	Animal Shelter Fee	179.72
<b>Total 800 CAPITAL PROJECTS RESERVE FUND</b>				<b>\$56,939.36</b>
<b>Report Total</b>				<b>\$544,223.81</b>

**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER # 22**  
**CHECK DATE - November 21, 2012**

Fund Distribution Breakdown

**Fund Distribution**

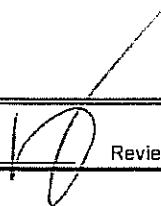

General Fund	\$132,135.75
Gas Tax Fund	10,634.19
Successor Agency	6,436.23
	<hr/>

<b>Grand Total Payroll</b>	<b>\$149,206.17</b>
	<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 22 - Paid 11/21/2012  
(November 03, 2012 - November 16, 2012)  
Checks: 4549 - 4556

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$3,046.49		\$3,046.49
Direct Deposit	73,088.38	-	73,088.38
Sub-total	76,134.87		76,134.87
<b><u>Employee Tax Withholding</u></b>			
Federal	13,006.83		13,006.83
Medicare	1,462.35	1,462.36	2,924.71
SDI - EE	-	-	-
State	4,009.34		4,009.34
Sub-total	18,478.52	1,462.36	19,940.88
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	3,234.35	2,499.41	5,733.76
PERS Survivor Benefit	50.00		50.00
Health Café Plan	2,263.68	13,470.40	15,734.08
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%	991.68		991.68
PERS EE - Contribution 8%	6,411.81		6,411.81
PERS Retirement - Employee	-	1,111.55	1,111.55
PERS Retirement - Employer	-	14,896.19	14,896.19
Wage Garnishment - Employee	442.79		442.79
Life & Disability Insurance		990.41	990.41
Unemployment Insurance		1,784.95	1,784.95
Workers' Compensation		4,080.00	4,080.00
Sub-total	14,297.51	38,832.91	53,130.42
<b>Gross Payroll</b>	<b>\$108,910.90</b>	<b>\$40,295.27</b>	<b>\$149,206.17</b>
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

**WARRANT REGISTER # 25**  
**CHECK DATE - NOVEMBER 15, 2012**

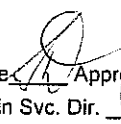

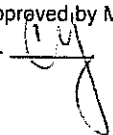
**FUND DISTRIBUTION BREAKDOWN**

Checks # 41594 to # 41670 are valid:  
Check # 41595 ia void

GENERAL FUND # 001	\$354,129.46
CENTRAL SUPPLIES FUND # 100	\$0.00
CUP DEPOSITS FUND # 200	\$23,379.56
COPS SLESF FUND # 509	\$38.03
STREET MAINTENANCE FUND # 515	\$219.50
MEASURE I 2010-2040 FUND # 524	\$3,861.14
HUD-JERRY LEWIS PARK FUND # 551	\$16,254.00
CDBG FUND # 560	\$1,175.34
CAPITAL PROJECTS FUND # 800	<u>\$21,730.50</u>

**GRAND TOTAL**

**\$420,787.53**

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

**Town of Yucca Valley**  
**Warrant Register**  
**November 15, 2012**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
001	GENERAL FUND			
	41594	Aleshire & Wynder, LLC	10/12 Professional Svs.	\$15,654.20
	41596	Arrowhead Mountain Water	Shelter Supplies	133.70
	41597	AssetWorks, Inc.	Fixed Asset Application	1,560.00
	41598	Victor Biller	Veteran's Day Event	125.00
	41599	Kristine Bost	Contract Instructor	42.00
	41600	Carol Boyer	Contract Instructor	75.60
	41601	Beverly Burkitt	Contract Instructor	16.10
	41602	C & S Electric	Facilities Maintenance	285.81
	41603	C & S Electric	Electrical Maintenance Svs.	80.00
	41604	CDW Government, Inc.	Technology Hardware & Supplies	1,055.80
	41605	Wayne Coughlan	Sports Referee	66.00
	41606	Desert Green Landscape	Code Enforcement Case Svs.	644.00
	41607	Desert Fire Extinguisher	Facilities Maintenance	254.65
	41608	Desert Hot Springs Animal Clinic	Veterinary Professional Svs.	1,118.00
	41609	Dover Publications	Museum Shop Merchandise	39.85
	41610	Farmer Bros. Co.	Office Supplies	140.16
	41611	FedEx	Delivery Service	45.69
	41612	Catherine Fletcher	Contract Instructor	69.30
	41613	Mae Fox	Contract Instructor	54.60
	41614	Brad Foxworthy	Contract Instructor	37.80
	41615	Fulton Distributing Co.	Maintenance Supplies	293.74
	41616	Graphic Penguin	Web Site Maintenance	580.00
	41617	Joy Groves	Contract Instructor	363.30
	41618	Hajoca Corporation	Plumbing Supplies	219.19
	41620	Hi-Desert Water	Water Service	6,507.42
	41621	Hi-Desert Publishing	Printing & Advertising Expense	3,858.49
	41622	Inland Empire Stages Unlimited	Adult Trip Services	2,602.25
	41623	Susan Jordan	Contract Instructor	133.00
	41624	Heather Kaczmarczk	Contract Instructor	567.00
	41625	Edward Kennedy	Veteran's Day Performance	100.00
	41626	Lew Edwards Group	Revenue Measure Outreach	4,850.00
	41627	Jackson Lewis, LLP	Professional Services	3,635.80
	41628	The Mallants Corp	Temporary Employment Svs.	1,825.92
	41629	Faith McAllen	Recreation Event Expense	50.00
	41630	Robert Mc Avoy	Sports Referee	44.00
	41631	Bonnie Millage	Recreation Event Refund	25.00
	41632	Viva Nelson	Contract Instructor	23.80
	41633	Sierra Oakes	Contract Instructor	33.60
	41634	Oasis Office Supply	Office Supplies	13.78
	41635	Ozark Wood Products	Museum Shop Merchandise	86.50
	41636	Pacific Telemanagement Svs.	Public Phone Svs.	82.64
	41637	Jacqueline Palmer	Recreation Event Expense	50.00
	41639	Precision Garage Doors	Facilities Maintenance	65.00
	41640	Pro Video	Town Council Taping	200.00
	41642	Stefanie Ritter	Seminar Mileage Expense	133.20
	41644	Linda Sande	Contract Instructor	89.60
	41646	SBCO Sheriff's Dept	11/12 Professional Services	283,752.00
	41647	Office of the County Recorder	Filing Fee	72.00

**Town of Yucca Valley**

**Warrant Register**

November 15, 2012

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	41648	SCE	Electric Service	456.94
	41649	Beverly Schmuckle	Contract Instructor	86.80
	41651	Southwest Networks, Inc.	Technology Support	3,873.11
	41652	Sprint	Phone Service	4.75
	41653	Stater Bros	Program Expense	625.17
	41654	The Planning Center	General Plan Update Svs.	2,098.00
	41655	Time Warner Cable	Internet Service	492.65
	41656	Tri Valley Little League	Facility Rental Refund	200.00
	41657	Trophy Express	Recreation Program Expense	433.80
	41658	Delanford Truitt	Sports Referee	22.00
	41659	Twentynine Palms Chamber	Membership Renewal	65.00
	41660	Unique Crafters Co.	Museum Shop Merchandise	58.65
	41661	Unisource Worldwide, Inc.	Maintenance Supplies	5,479.21
	41662	VCA Yucca Valley Animal Hospital	Veterinary Services	490.68
	41663	Verizon	Long Distance Phone Svs.	214.63
	41665	Valley Independent	Printing Expense	1,241.67
	41666	Walmart Community	Recreation Supplies	213.61
	41667	Guy Wulf	Sports Referee	264.00
	41668	Elizabeth (Betty) Wulf	Contract Instructor	67.20
	41669	YVHS Music Boosters	Veteran's Day Event	100.00
	41670	Alsco/American Linen, Inc.	Facilities Maintenance	161.82
	EFT	First Bankcard	Meeting & Supply Expense	2,863.81
	EFT	First Bankcard	Conference & Memberships	2,860.47
<b>Total 001</b>	<b>GENERAL FUND</b>			<b><u>\$354,129.46</u></b>
200 DEPOSITS FUND				
	41619	Jerald Hane	Deposit Account Refund	\$610.00
	41634	Oasis Office Supply	Office Supplies	12.93
	41638	Chris Paolini	Deposit Account Refund	13,544.00
	41645	Sarama, LLC	Deposit Account Refund	7,803.72
	41650	Ron Schultz	Deposit Account Refund	1,408.91
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b><u>\$23,379.56</u></b>
509 COPS-SLESF FUND				
	41664	Verizon Wireless	Sheriff's Office Phone Svs.	\$38.03
<b>Total 509</b>	<b>COPS-SLESF FUND</b>			<b><u>\$38.03</u></b>
515 GAS TAX				
	41620	Hi-Desert Water	Water Service	\$120.00
	41648	SCE	Electric Service	99.50
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b><u>\$219.50</u></b>
524 MEASURE I - 2010-2040 FUND				
	41648	SCE	Electric Service	\$3,861.14
<b>Total 524</b>	<b>MEASURE I - 2010-2040 FUND</b>			<b><u>\$3,861.14</u></b>
551 HUD-JERRY LEWIS PARK FUND				
	41620	Hi-Desert Water	SS Park 2" Meter Installation	\$16,254.00
<b>Total 551</b>	<b>HUD-JERRY LEWIS PARK FUND</b>			<b><u>\$16,254.00</u></b>

**Town of Yucca Valley**  
**Warrant Register**  
**November 15, 2012**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
560 CDBG FUND	41643	RJM Design Group	CC Splash Park	\$1,175.34
<b>Total 560 CDBG FUND</b>				<b><u>\$1,175.34</u></b>
800 CAPITAL PROJECTS RESERVE FUND	41641	Joseph S. Putrino	Com Center Replumbing Project	\$21,730.50
<b>Total 800 CAPITAL PROJECTS RESERVE FUND</b>				<b><u>\$21,730.50</u></b>
<b>***</b>	<b>Report Total</b>			<b><u>\$420,787.53</u></b>



**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Shane R. Stueckle, Deputy Town Manager  
**Date:** November 28, 2012  
**For Council Meeting:** December 5, 2012

**Subject:** San Bernardino Associated Governments (SANBAG)  
 Contract NO. C13066  
 Property Assessed Clean Energy Program (PACE)  
 Availability of Funding for Energy Efficiency Improvements

**Prior Council Review:** There has been no prior review of this matter.

**Recommendation:** That the Town Council approves participation in SANBAG's PACE program, and authorizes the Mayor, Town Manager and Town Attorney to sign Contract NO. C13066.

**Executive Summary:** With the passage of AB 811 and AB 474 in 2008 and 2009, implementation of programs to improve the energy and water efficiency of existing homes and businesses through property assessed loans was identified as a primary goal.



The SANBAG Board of Directors approved the creation of a Property Assessed Clean Energy (PACE) Program in San Bernardino County. In order for residential and commercial property owners in the Town of Yucca Valley to participate in the program, the Town Council must approve the Contract/Memorandum of Understanding with SANBAG.

**Order of Procedure:**

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

**Discussion:** PACE programs were allowed in California under AB 811. The PACE program allows SANBAG and an interested property owner to enter into a contractual agreement to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently fixed to the property.

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

SANBAG loans the property owner the funds for the improvements through two private firms that have pledged up to \$200 million for the program. The property owner repays the loan through an assessment on the property tax bill for the property. The term of the loan ranges from 5 to 20 years.

The PACE program provides a mechanism that allows property owners to finance energy efficiency projects that will reduce utility bills, greenhouse gas emissions, conserve resources, and help create local investment, improved property values, and local job creation tied to these improvement projects.

The following are examples of eligible improvements under the PACE Program.

- |  |   |
|--|---|
| Air Sealing & weatherization             | Insulation                                  |
| Dust sealing                             | Drip irrigation                             |
| Gray Water Systems                       | Tank-less water heaters                     |
| High Efficiency Water Heaters            | Commercial boiler improvements              |
| Cool roof systems                        | Small wind turbines                         |
| Solar thermal water heating              | High efficiency heat and air conditioning   |
| Attic fans and whole house fans          | Weatherized doors, windows, and window film |
| High efficiency pool pumps and heaters   | Solar photovoltaic systems                  |
| Weather based irrigation control systems | High efficiency toilets and shower heads    |
| Commercial light fixture replacements    | Commercial refrigeration improvements       |

The PACE program provides mechanisms that achieve numerous positive results for the property owner as well as the community.

**Alternatives:** Staff recommends no alternative actions. The PACE program is completely voluntary on the part of the property or business owner.

**Fiscal impact:** There is no direct fiscal impact to the Town created by approval of the Contract/Memorandum of Understanding. The Town has no administrative responsibilities or costs for program implementation. The Town will make program information provided by SANBAG available in Town offices as well as on the Town's web site. There may be an indirect benefit to the Town through increased property values resulting from these improvements.

**Attachments:** Contract/Memorandum of Understanding  
SANBAG PACE Program Fact Sheet

**CONTRACT NO: C13066**

**By and Between**

**San Bernardino Associated Governments (SANBAG)**

**And**

**CITIES OF ADELANTO, BARSTOW, BIG BEAR LAKE, CHINO, CHINO HILLS,  
COLTON, FONTANA, GRAND TERRACE, HESPERIA, HIGHLAND, LOMA LINDA,  
MONTCLAIR, NEEDLES, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO,  
SAN BERNARDINO, TWENTYNINE PALMS, UPLAND, VICTORVILLE, YUCAIPA, AND  
THE TOWNS OF APPLE VALLEY AND YUCCA VALLEY, AND THE COUNTY OF  
SAN BERNARDINO**

**For**

**Implementation of a Property Assessed Clean Energy Program (PACE)  
To Finance the Installation of Distributed Generation Renewable Energy Sources, Energy  
or Water Efficiency Improvements or Electric Vehicle Charging Infrastructure**

**CONTRACT NO. C13066**  
**MEMORANDUM OF UNDERSTANDING**  
**BY AND AMONG THE SAN BERNARDINO ASSOCIATED GOVERNMENTS**  
**AND**  
**CITIES OF ADELANTO, BARSTOW, BIG BEAR LAKE, CHINO, CHINO HILLS,**  
**COLTON, FONTANA, GRAND TERRACE, HESPERIA, HIGHLAND, LOMA LINDA,**  
**MONTCLAIR, NEEDLES, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO,**  
**SAN BERNARDINO, TWENTYNINE PALMS, UPLAND, VICTORVILLE, YUCAIPA, AND**  
**TOWNS OF APPLE VALLEY AND YUCCA VALLEY AND THE COUNTY OF**  
**SAN BERNARDINO**  
**FOR**  
**IMPLEMENTATION OF**  
**A PROPERTY ASSESSED CLEAN ENERGY PROGRAM (PACE)**  
**TO FINANCE THE INSTALLATION OF**  
**DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES,**  
**ENERGY OR WATER EFFICIENCY IMPROVEMENTS OR**  
**ELECTRIC VEHICLE CHARGING INFRASTRUCTURE**

This Memorandum of Understanding ("MOU") is nominally dated January 9, 2013 between the SAN BERNARDINO ASSOCIATED GOVERNMENTS ("SANBAG"), a joint powers authority formed under Government Code sections 6500 et seq., and the Participating Entities, each a general law or charter city, town or a county formed under the Constitution and the laws of the State of California. SANBAG and the Participating Entities are sometimes collectively referred to in this MOU as the "Parties" or individually as a "Party." The Participating Entities include those cities, towns and county that have duly executed this MOU, as evidenced on the signature pages attached hereto.

**RECITALS**

**WHEREAS**, the County of San Bernardino and various cities within such county have entered into an "Amended Memorandum of Understanding for the Joint Exercise of Powers Relative to the San Bernardino Associated Governments" last amended October 17, 1975 (the "JPA"), to create SANBAG; and

**WHEREAS**, Participating Entities are each signatories to the JPA; and

**WHEREAS**, the purpose of the JPA is to improve and coordinate governmental services on a countywide, subregional and regional basis through the establishment of SANBAG as a cooperative association of governments; and

**WHEREAS**, Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12) (“Chapter 29”) permits cities and counties to establish contractual assessment programs to finance the installation of distributed generation renewable energy sources, energy or water efficiency improvements or electric vehicle charging infrastructure that are permanently fixed to residential, commercial, industrial, agricultural, or other real property; and

**WHEREAS**, the parties to the JPA, as cities and counties, have the common power to implement and administer contractual assessment programs pursuant to Chapter 29 which programs are commonly referred to as a property assessed clean energy (the “PACE Program”) to finance installation of such improvements within their respective jurisdictions; and

**WHEREAS**, SANBAG and Participating Entities believe that the establishment by SANBAG of a single, countywide PACE Program would improve and coordinate the provision of such a PACE Program within the jurisdictions of Participating Entities and SANBAG and Participating Entities desire to enter into this MOU in order to authorize SANBAG to implement and administer such a PACE Program on behalf of Participating Entities.

**NOW, THEREFORE**, it is mutually understood and agreed by SANBAG and the Participating Entities as follows:

## **AGREEMENT**

### **Section 1: Establishing the PACE Program**

SANBAG will undertake proceedings pursuant to Chapter 29 to establish a PACE Program to make such contractual assessment financing available to eligible property owners within the jurisdictional boundaries of Participating Entities.

### **Section 2: Establishing Eligible Improvements**

SANBAG shall identify the kinds of distributed generation renewable energy sources, energy or water efficiency improvements or electric vehicle charging infrastructure that may be financed (“Eligible Improvements”) under the PACE Program.

### **Section 3: Boundary of Program**

SANBAG, in coordination with Participating Entities, shall describe the boundaries of the area within which contractual assessments under the PACE Program may be entered into, which may include the entire jurisdictional area of each of the Participating Entities or a lesser portion thereof.

**Section 4: Financing the Installation of Eligible Improvements**

SANBAG shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the PACE Program.

**Section 5: Ongoing Administration**

SANBAG shall be responsible for the ongoing administration of the PACE Program, including but not limited to producing education plans to raise public awareness of the PACE Program, soliciting, reviewing and approving applications from property owners who freely and willingly consent to participate in the PACE Program, establishing assessment contracts for property owners participating in the PACE Program, establishing and collecting assessments due under the PACE Program, and providing reports as required by Chapter 29. The PACE Program will be administered in accordance with the JPA.

**Section 6: Phased Implementation**

The Parties recognize and agree that implementation of the PACE Program as a whole can and may be phased as other parties to the JPA elect to enter into the MOU. The Participating Entities entering into this MOU will obtain the benefits of and incur the obligations imposed by this MOU in its jurisdictional area, irrespective of whether other parties to the JPA enter into the MOU.

**Section 7: Term**

The term of this MOU shall be for twenty (20) years unless modified or extended pursuant to this MOU.

**Section 8: Termination**

Upon ninety (90) days written notice, a Participating Entity may terminate its participation in the PACE Program through this MOU.

**Section 9: Environmental Review**

SANBAG shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the PACE Program under this MOU.

**Section 10: Cooperative Effort**

Participating Entities shall cooperate with SANBAG by providing information and other assistance in order for SANBAG to meet its obligations hereunder. Participating Entities recognize that one of their responsibilities related to the PACE Program will include any permitting or inspection requirements as established by the Participating Entities pertaining to the installation of Eligible Improvements within their respective jurisdictions.

## **Section 11: Miscellaneous Provisions**

11.1 Notice. Any and all communications and/or notices in connection with this MOU shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed to the respective Parties at the addresses set forth in Exhibit A attached hereto and incorporated herein by this reference:

11.2 Entire MOU. This MOU, together with the JPA, constitutes the entire agreement among the Parties regarding the subject matter of this MOU. This MOU supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

11.3 Successors and Assigns. This MOU and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this MOU with prior written approval of the other Parties, which approval shall not be unreasonably withheld.

11.4 Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this MOU, each Party to the litigation shall bear its own attorney's fees and costs.

11.5 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California, as applicable.

11.6 No Third Party Beneficiaries. This MOU shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this MOU to maintain a suit for personal injuries or property damages under the provisions of this MOU. The duties, obligations, and responsibilities of the Parties to this MOU with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11.7 Severability. In the event one or more of the provisions contained in this MOU is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this MOU and the remaining parts of this MOU shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this MOU.

11.8 Headings. The paragraph headings used in this MOU are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

11.9 Amendment. No amendment, modification, alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties hereto and no oral understanding or agreement pertaining to the subject matter of this MOU and not incorporated herein shall be binding on any of the Parties hereto.

(Signature pages to follow)

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this MOU to be effective on the date signed below by SANBAG.

SAN BERNARDINO ASSOCIATED GOVERNMENTS ("SANBAG")

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Janice Rutherford  
SANBAG President

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

CONCURRENCE:

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

PARTICIPATING ENTITIES SIGNATURES ON THE FOLLOWING PAGES



**Town of Yucca Valley Signature Page**

**MEMORANDUM OF UNDERSTANDING Contract C13066**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**And**

**CITIES OF ADELANTO, BARSTOW, BIG BEAR LAKE, CHINO, CHINO HILLS, COLTON, FONTANA, GRAND TERRACE, HESPERIA, HIGHLAND, LOMA LINDA, MONTCLAIR, NEEDLES, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, TWENTYNINE PALMS, UPLAND, VICTORVILLE, YUCAIPA, AND THE TOWNS OF APPLE VALLEY AND YUCCA VALLEY, AND THE COUNTY OF SAN BERNARDINO**

**For Implementation of a Property Assessed Clean Energy Program (PACE) to Finance the Installation of Distributed Generation Renewable Energy Sources, Energy of Water Efficiency Improvements or Electric Vehicle Charging Infrastructure.**

**IN WITNESS WHEREOF, the Participating Entity named below has executed this Agreement on the date written below:**

**TOWN OF YUCCA VALLEY:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## FACT SHEET

### Property Assessed Clean Energy (PACE) Program in San Bernardino County

When AB 811 and AB 474 were passed in 2008 and 2009, the intent was to find ways to improve the energy and water efficiency of existing homes and businesses by providing loans to property owners that would be paid back over time through property assessments. This would provide an incentive for property owners to make improvements to their properties to reduce energy and water use, reduce utility costs, reduce greenhouse gas emissions and put contractors to work.

#### **How does a PACE program work?**

A jurisdiction (SANBAG) and an interested property owner enter into a contractual agreement to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently fixed to the property. Examples of eligible improvements include:

- Air sealing and weatherization
- Insulation
- Cool roof systems
- Duct sealing
- High efficiency heat and air conditioning
- Attic fans and whole house fans
- High efficiency and tank-less water heaters
- Weatherized doors, windows and window film
- High efficiency pool pumps and heaters
- Solar photovoltaic systems
- Solar thermal water heating
- Small wind turbines
- High efficiency toilets and shower heads
- Weather based irrigation control systems
- Drip irrigation
- Gray water systems
- Commercial light fixture replacements
- Commercial boiler improvements
- Commercial refrigeration improvements

The jurisdiction (SANBAG) loans the property owner the funds for the improvement. The amount of the loan plus a fixed interest amount is repaid through an assessment on the property tax bill for the property. The term of the loan can be from 5 to 20 years.

The jurisdiction gets the funds to loan by selling bonds to private investors secured by the property tax assessments paid by the property owners. SANBAG has secured initial commitments from private investors for \$200 million.

### **What are the benefits of a PACE program?**

There are two primary types of benefits from a PACE program. The first type of benefit is economic. Economic benefits include:

- Lower utility bills for property owners
- Increased property value due to improvements
- Investment of millions of dollars in local economy through contractors and suppliers
- Local jobs

The second type of benefit is environmental and the benefits include:

- Lower greenhouse gas emissions due to reduced energy use
- Reduce air pollution due to reduced energy use
- Conservation of water

The PACE program will serve as a conduit to get millions of dollars in private investment circulating in the local economy. The program will help residential property owners lower their energy bills. Commercial property owners and businesses benefit from lower energy and water costs which help make them more competitive. This private investment creates jobs for contractors, installers, and suppliers of the materials used for these improvements. All of these economic benefits also directly benefit our environment by reducing greenhouse gas emissions, delaying construction of new power plants, helping the common goal of energy security, and conserving water.

### **Why a regional PACE program makes sense.**

Any individual agency can implement a PACE program. However, there are some real advantages to taking a regional approach. This approach allows agencies large and small to participate. This is a real benefit to smaller agencies that may not have the staff or volume of interested property owners to make sense for a stand-alone program. The regional Program provides a uniform application process for property owners regardless of what community they are in, thus empowering contractors to include PACE as a funding option across city lines without having to learn multiple options. Program marketing efforts will be implemented on a regional basis which is more cost effective and reaches more people. A regional program is able to attract more private capital because the larger market means larger investment opportunity.

### **How would a SANBAG PACE program be structured?**

SANBAG has selected a team of firms that is providing a turnkey program from structuring and securing investment to developing program manuals, applications and providing application processing. The PACE Program Team is as follows:

- The PFM Group – Financial Advisor and Program Manager
- Best Best & Krieger LLP – Legal Advisor for program formation and operation
- Renovate America, Inc. – Daily administration and funding of the residential program
- Samas Capital, LLC – Daily administration and funding of the commercial program
- David Taussig & Associates, Inc. – Special Tax Consultant and Assessment Engineer
- Westhoff, Cone & Holmstedt – Placement Agent
- U.S. Bank, N.A. – Trustee

Cities and the County are being asked to take an action to opt into the program. After agencies have decided to opt in or not, a district, administered by SANBAG, would be formed encompassing the agencies that have opted in. The property owners in the district would be eligible to participate in the program. Day-to-day operation of the Program will be handled by Renovate America, Inc. for residential properties and by Samas Capital, LLC for commercial properties.

Residential property owners can access the system directly via an online application and a call center (see Western Riverside County Council of Governments PACE Program site for an example <http://wrcog.herofinancing.com/>) or through contractors. Renovate America provides contractors with tools to help them co-market and qualify homeowners. It is anticipated that most applications will come through contractors.

Contractor orientation workshops will be held. The workshops will train contractors on how PACE Program financing works, the application process, the funding process and other terms and conditions of participation. All licensed contractors who meet the requirements of the California State License Board are eligible to participate.

Once the homeowner has been qualified and the eligibility of the project has been approved, the contractor can begin work. When the job is done the contractor or the homeowner submits the Funding Request with the required attachments and the Closing Documents are then sent to the homeowner. The homeowner signs, notarizes and returns the Closing Documents and then payment is sent to the contractor and the assessment is placed on the tax rolls.

Processing for commercial properties is very similar, however, individual project and eligibility review includes acknowledgement of the assessment by any existing mortgage-holder.

Questions – Contact Duane Baker at SANBAG (909) 884-8276 or at [dbaker@sanbag.ca.gov](mailto:dbaker@sanbag.ca.gov)

PFM

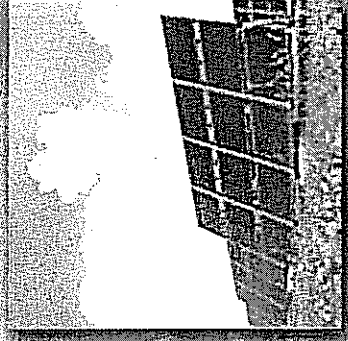
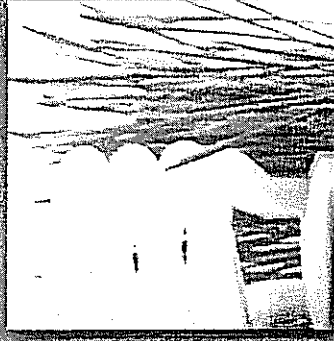
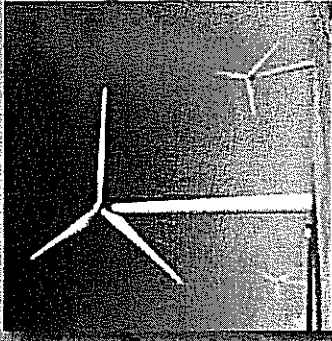
# Finance

## SANBAG HERO PROGRAM (PROPERTY ASSESSED CLEAN ENERGY- PACE)

**Governments**

**SANBAG**

**Working Together**



**Contacts:**

*Duane Baker, SANBAG 909.884.8276*

*dbaker@sanbag.ca.gov*

*Laura Franke, PFM 213.404.0077*

*frankel@pfm.com*

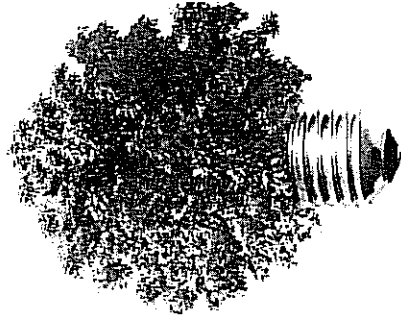
# Enabling Legislation

- AB 811 (2008)
  - Authorizes legislative body to enter into contractual assessment with property owners to finance energy efficiency and renewable generation energy improvements
  - Assessments are paid back on property tax bill
- AB 474 (2010)
  - Authorizes the addition of water conservation / efficiency measures to the authorization provided by AB 811

# SANBAG HERO – Regional Benefits

## REGIONALLY

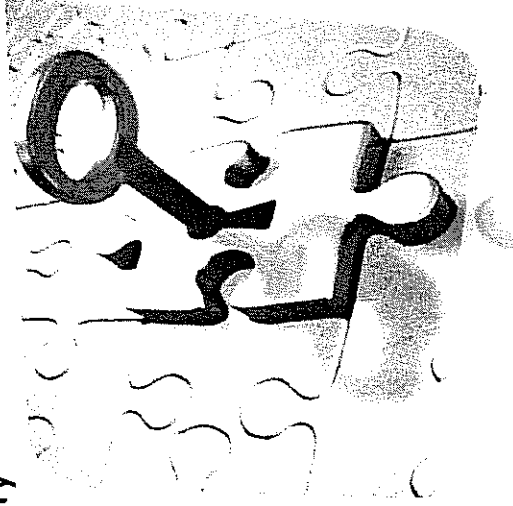
- Leverages and coordinates outside funding sources
- Regional approach provides economies of scale
- Relieves individual city burden of Program establishment
- Consistent marketing and community messaging
- Empowers regional contractors and vendors
- Built environment improved energy profile
- Increases property values



# SANBAG HERO – City Benefits

## PARTICIPATING CITIES

- City relieved of Program establishment burden – simply authorize SANBAG Program for your jurisdiction
- No local credit or funding at risk
- Create and retain green jobs
- Funding is self-replenishing
- Commercial and Residential properties are qualified
- Facilitates property-owners’ (voters & taxpayers) initiatives to make improvements that increase value
- Widespread recognition with little effort by City





# SANBAG HERO – Property Owner Benefits

## PROPERTY OWNERS

- Qualification easily determined
- Variety of eligible improvements
- Financing paid with property taxes
- Fixed rate financing with terms up to 20 years
- Energy operating costs reduced
- Facilitates “green” efforts and recognition
- Property value increases



# Sample PACE Improvements

- Improvements that are permanently attached to the property and provide energy efficiency, renewable energy generation, or water conservation / efficiency. Does not include appliances.

## Building Envelope

Insulation  
Air Sealing  
Duct Sealing  
Windows  
Doors  
Roofs

## Major Systems

Heating  
Air Conditioning  
Ventilation  
Water Heating  
Lighting  
Management  
Systems

## Renewables

Solar PV  
Solar Thermal  
Wind  
Geo-thermal  
Water Catchment

# Underwriting Criteria

- Aligned with White House / Department of Energy standards
- Commercial property requires lender acknowledgement
- Strict improvement and debt ratios
- Appropriate standards ensure consistent sustainable funding sources
- Responds to the mortgage crisis of 2008
- Comprehensive/Thorough approach assures compliance with guidelines
- Commercial Program conducts renewable energy underwriting of project by third-party engineering firm
- Residential program allows optional pre-payment including if required by Fannie/Freddie
- Commercial program also allows optional pre-payment
- Protects the integrity of the SANBAG PACE program

# Program Partners – Program Establishment, Legal, Operations & Administration

- LEGAL – Best, Best & Krieger
  - Program establishment documents and proceedings
  - City participation documentation
  - Judicial validation
  - Contractual assessment and bond documents
- FINANCIAL ADVISOR – Public Financial Management, Inc.
  - Day-to-day contact for SANBAG
  - Program establishment scheduling and coordination
  - Documentation review
  - Verification of financial commitments
  - Program Manger – Financing and operations management
- ASSESSMENT ADMINISTRATOR – David Tausig & Associates
  - Contractual assessment recordation
  - Tax roll filing
  - Ongoing assessment tracking and administration
- PLACEMENT AGENT – Westhoff, Cone & Holmstedt

TRUSTEE – U.S. Bank Trust, N.A.




# Program Partners – Origination & Funding

- **RESIDENTIAL – Renovate America**
  - Provides interactive consumer/contractor resources
  - Marketing and outreach
  - Funding for eligible projects totaling \$5,000 or more
  - 5 / 10 / 15 / 20 year terms available
- **COMMERCIAL – Samas Capital**
  - Work with commercial property owners, lenders, and contractors
  - Marketing and outreach
  - Funding for eligible projects totaling \$5,000 or more
  - 5 / 10 / 15 / 20 year terms available

# SANBAG – Next Steps

- Prepare PACE Program Report Oct '12
- Jurisdictions consider approval of MOU for PACE Program Oct- Dec '12
- Resolution of Intention to Establish PACE Program Nov '12
- Notify potentially affected water and electric service providers Nov '12
- Notice of public hearing Dec '12
- Public hearing to establish PACE Program Jan '13
  - Approve PACE Program Report
  - Adopt resolution establishing PACE Program
  - Adopt resolutions authorizing issuance of bonds for residential and commercial PACE Programs
  - Adopt resolution authorizing filing of judicial validation actions
- File judicial validation actions Feb '13
  - Commercial
  - Residential
- Estimated completion of validation and program launch May '13





# QUESTIONS?

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jim Schooler, Community Services Director
Date: November 28, 2012
For Council Meeting: December 4, 2012

Subject: Town Website – Community Video Tours

Prior Council Review: None

Recommendation: That the Council approves the renewal of the agreement with CGI Communications and provides direction to staff regarding any desired changes to the program.

Summary: For the past three years, the Town of Yucca Valley's website has featured Community Tour Book videos intended to acquaint viewers with various elements and services of the community. The videos were produced and the program implemented at no cost to the Town. The Town currently has an opportunity to renew the program for another three years and to update the videos if desired.

Order of Procedure:

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

Discussion: In 2009, the Town began participation in a program offered by CGI Communications to post "video tours" of various aspects of the community on the Town website. Currently, the featured videos include Quality of Life, Real Estate and Relocation, Education, Arts & Culture, Tourism, and Business & Industry. The Town's website statistics show an average of more than 500 hits per month on the video tours.

The program, currently in place in more than 3,000 communities nationwide, is provided to the Town at no cost and includes professional video production and editing. CGI contracts with local businesses and organizations to associate with the community videos through a link and/or web page produced by the company.

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

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



The Town has an opportunity to renew participation in the program and to update or add to the videos. Program improvements include a new tracking feature that reports information about the viewer and their location and integration with [www.relocate.org](http://www.relocate.org), a website that provides relocation information via 15,000 videos nationwide.

The Council is requested to authorize a three-year renewal of the agreement with CGI Communications and to provide direction regarding any desired changes or additions to the community videos.

**Alternatives:** None recommended

**Fiscal impact:** None

**Attachments:** Community Video Tour agreement  
Website references - Town of YV and Relocation.org



[ABOUT](#)

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Open Town Hall Forum

Yucca Valley Video TourBook



Welcome

Quality of Life

Real Estate and Relocation

Education

Arts and Culture

Tourism

Business and Industry

### Welcome!

As Mayor, it is my pleasure to welcome you to the Town of Yucca Valley's website and hope you will spend some time getting to know us! Yucca Valley is the gateway to Joshua Tree National Park and the economic hub for the Morongo Basin. Our base elevation at 3300 feet has all the beauty of the low desert, with the reasonable benefits of being part of the high desert.

Come and explore our antiques in Old Town, our art galleries, our High Desert Nature Museum, and our one-of-a-kind night skies and clean air. When it comes to recreation, we offer something for everyone! Yucca Valley is located minutes away from the Johnson Valley's world-famous off-road vehicle area, as well as all the hiking and equestrian trails in and around Joshua Tree National Park--not to mention fantastic rock climbing. Naturalists will enjoy bird watching, wild flowers and wildlife like none other in Southern California. Snow sports in Big Bear and water sports at the Colorado River are only a short drive away from our desert town.

On behalf of our 22,000 citizens who call Yucca Valley home, I want to invite you to come and discover why we came for a day and stayed for a lifetime!

### Hot Topics!

[Playground Improvements and Splash Park Project... learn more](#)

[Town announces new park naming policy... view now](#)

[Compass Blueprint guides mid-town planning... learn more](#)

[Twentynine Palms Training and Land Acquisition/Airspace Establishment Study, final Environmental Impact Statement \(EIS\)... view now](#)

[Many construction projects are underway... view progress](#)



Dawn Rowe  
Mayor

Page 347 [Send](#)



### Quick Links

Please choose one

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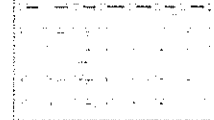
[Municipal Code](#)

[Recreation](#)

[Site Tour](#)



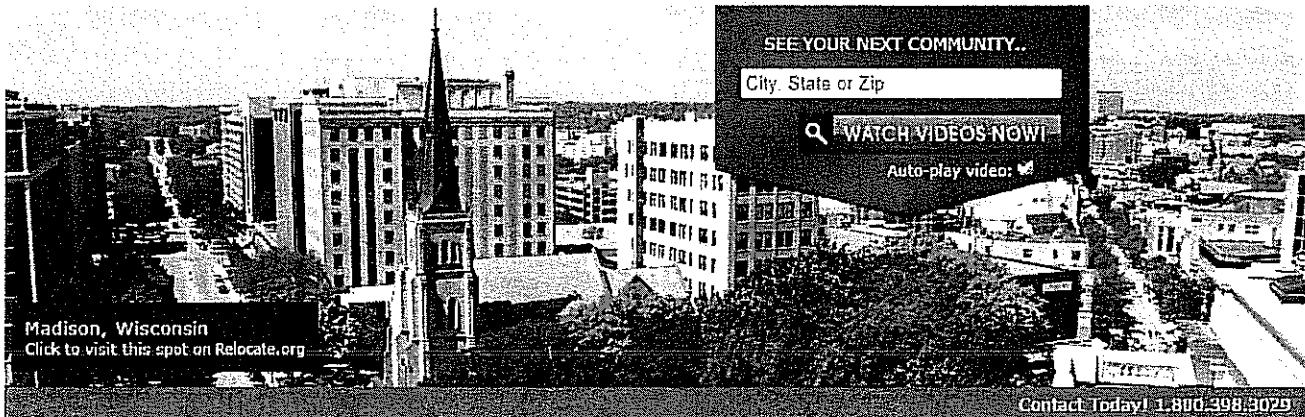
November 2012



### Average Weather for November

Highs.... 62    Lows.... 41    Average.... 57

Town of Yucca Valley • (760) 369-7207  
57090 Twentynine Palms Highway • Yucca Valley, CA 92284



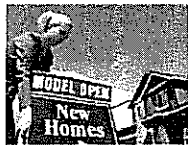
November 28, 2012

RELOCATE.ORG HELPING



**RELOCATORS**

We host an expansive array of informational videos on healthcare, education, and quality of life for thousands of towns and cities all across the United States.



**REALTORS**

Put the CVN to work for you. add a fully branded community video network to your own site and add \$20 million dollars worth of video instantly!

[LEARN MORE](#)



**BUSINESSES**

Our network highlights towns and cities across the country, and lets local businesses be the first to welcome newly relocating families to town.

[LEARN MORE](#)

**Welcome to the Community Video Network**

From [Wassilla](#) to [Fort Myers](#), Relocate.org features more than 15,000 videos highlighting communities across the United States in our Community Video Network.

Relocate.org provides vital information to those preparing a move or considering a move. From quality of life overviews to information on education and health care options, Relocate.org and the CVN offer powerful insights and information, while enabling communities to roll out their welcome mat to a worldwide audience.

[LEARN MORE](#)

**Relocate.org is the Authority for our Relocating Nation**

- Over 15,000 videos across the United States.
- The best in education, healthcare, quality of life, and more.
- Hear messages from mayors and other municipal leaders

**Latest Highlights**

Classic lifestyle, the oldest... ers a blend of history and eople from all walks of life.



*Rosedale, TX*

Situated just 10 minutes from do perfect for families and young pr the Austin area. Experience the s charming neighborhood just a stc Capital of the Lone Star State!

[/visit this area on Relocate.org](#)

# Community Video Tour Agreement

CGI Communications, Inc.  
130 East Main Street, 8th Floor  
Rochester, NY 14604  
800-398-3029 phone  
866-429-8611 fax

Name: Jim Schooler  
Title: Public Relations Officer  
Address: 57090 Twentynine Palms Highway  
Town, State, Zip: Yucca Valley, CA, 92284  
Phone: 760-369-7211  
Email: jschooler@yucca-valley.org  
Website: www.yucca-valley.org

This agreement is between CGI Communications, Inc. and the Town of Yucca Valley and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Tour is made available for viewing via a link on the [www.yucca-valley.org](http://www.yucca-valley.org) website homepage for viewer access. The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration. Any termination or modification of this agreement shall not take effect until the expiration of the current term.

CGI Communications, Inc. and its eLocalLink division shall provide a Community Video Tour as follows:

- Updates to existing video content (approx. 1 minute in duration)
- CGI will provide one community organizational chapter to promote charities, non-profits and community development organizations
- Script writing and video content consultation
- A videographer will come to your location to film video updates
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of County Video Showcase content subject to your approval (up to 3 sets of revisions allowed). Any request for approval any revision, including final draft, shall be deemed approved if no response is received by us within thirty (30) days of request
- Patented OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and eLocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Video Tour from your website shall be facilitated by eLocalLink providing HTML source code for graphic link to be prominently displayed on the [www.yucca-valley.org](http://www.yucca-valley.org) website homepage
- eLocalLink will own copyrights of the master Community Video Tour
- The Town of Yucca Valley will assume no cost or liability for this project

**Program Add-On:**

- Encoding, hosting, and streaming of additional 5 minutes of video per month. Finished video content will be provided to CGI by the Town of Yucca Valley
- SmartTrack™ measurement and trackability

**The Town of Yucca Valley shall provide the following:**

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Video Tour
- Agrees to give eLocalLink the right to use organization's name in connection with the preparation, production, and marketing of the program set forth herein only
- Agrees to display the "Community Video Tour" link to be no less than 155 by 400 pixels prominently on the [www.yucca-valley.org](http://www.yucca-valley.org) website homepage for the term of this agreement
- Exclusive streaming video rights for eLL, along with any of its parent companies, affiliates, successors and assigns, including but not limited to, CGI, CVN and relocate.org to stream all video content on its/their "Community Video Network"
- The Town of Yucca Valley represents and warrants that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein

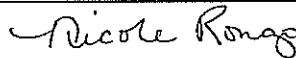
We, the undersigned, understand the above information and have full authority to sign this agreement.

The Town of Yucca Valley

CGI Communications, Inc.

Signature:

Signature:



Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing

Date:

Date:

