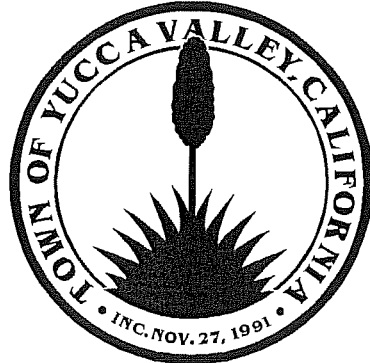


TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING



*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.*

**TOWN COUNCIL: 6:00 p.m.  
TUESDAY, NOVEMBER 5, 2013  
YUCCA VALLEY COMMUNITY CENTER  
YUCCA ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

**CLOSED SESSION: 6:00 p.m.  
(Immediately Following the Regular Town Council Meeting)  
TUESDAY, NOVEMBER 5, 2013  
TOWN HALL CONFERENCE ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

\* \* \* \*

**TOWN COUNCIL**  
*Merl Abel, Mayor*  
*Robert Lombardo, Mayor Pro Tem Member*  
*George Huntington, Council Member*  
*Robert Leone, Council Member*  
*Dawn Rowe, 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, NOVEMBER 5, 2013  
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)**

**OPENING CEREMONIES**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**PRESENTATIONS**

1. Town Employee of the Quarter
2. San Bernardino County Sheriff's Department- Annual Report and AB109 Update

**AGENCY REPORTS**

Yucca Valley Chamber of Commerce

3. Monthly Chamber of Commerce Report

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

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

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

- 1-16 5. Town Council Meeting Minutes of September 3, 2013 and September 17, 2013 and the Special Town Council Meeting Minutes of September 19, 2013

**Recommendation: Approve the Town Council Meeting minutes of September 3, 2013 and September 17, 2013 and the Special Town Council Meeting minutes of September 19, 2013 as presented**

- 36 6. Paradise Park Playground Equipment Improvement- Town Project No, 8947; Award of Construction Contract; Cicero Engineering, Fullerton, CA

**Recommendation: Award the construction contract to Cicero Engineering, in the amount of \$105,800. And authorize a construction contingency in the amount of \$9,200. For a total contract amount not to exceed \$115,000. 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.**

- 57-63 7. Resolution No.; Grant of Easement to the public for Street and Utility Purposes approximately 0.40 Acres for Right of Way Line of Antelope Trail

**Recommendation: approves the granting of an easement to the public for street and utility purposes for Antelope Trail, as described in Attachment "A" to this staff report, and authorizes the Mayor to sign the grant of easement, and directs the Town Clerk to record the easement with the San Bernardino County Recorder's Office.**

- 64-65 8. FY 2013 Homeland Security Grant Program Purchases

**Recommendation: That Town Council authorizes Town Staff to solicit**

(HSGP) funds, and to waive the informal bidding procedures finding that the established procedures (Chapter 3.12) would be impractical for this purchase

- 66-75 9. Approval of a Town-wide HVAC Service Agreement

**Recommendation: Approve an expanded professional services agreement providing Town-wide Heating, Ventilation and Air Conditioning (HVAC) maintenance, with Honeywell Building Solutions through June 30, 2016, subject to annual budgetary authorization.**

- 76-82 10. Budget Report for the Quarter Ending September 30, 2013

**Recommendation: Receive and file the FY 2013-14 First Quarter Budget Report**

- 83-84 11. Treasurer's Report for the Quarter Ending September 30, 2013

**Recommendation: Receive and file the Treasurer's Report for the first quarter of FY 2013-14**

- 85-91 12. Warrant Register

**Recommendation: Ratify the Payroll Registers total of \$118,519.14 for checks dated October 11, 2013; Ratify the Warrant Registers total of \$94,554.88 for checks dated October 17, 2013**

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

**Recommendation: Adopt Consent Agenda (items 4-12)**

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

## DEPARTMENT REPORTS

- 92-136 13. Request for Amendment to Existing Relocation & Settlement Agreement California Alternative Medicinal Solutions

**Recommendation: That the Town Council does not amend the existing Relocation & Settlement Agreement, and directs the Planning Commission to forward an Ordinance to the Town Council for the prohibition of mobile medical marijuana dispensaries and delivery services within the Town of Yucca Valley.**

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

14. Council Member Leone
15. Council Member Rowe
16. Council Member Huntington
17. Mayor Pro Tem Lombardo
18. Mayor Abel

**ANNOUNCEMENTS**

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

**6:00 p.m., Tuesday, November 19, 2013, Yucca Valley Community Center Yucca Room**

**CLOSING ANNOUNCEMENTS**

**ADJOURN TO CLOSED SESSION**

**CLOSED SESSION**

**(Public Comments will be taken before the Council adjourns to Closed Session)**

1. A closed session will be held pursuant to Government Code Section 54956.9(b)(3)(A), potential litigation in an undisclosed matter.
2. A closed session will be held pursuant to Government Code Section 54956.9(d)(1), pending litigation Case No. DS1310686, Cohen v. Town of Yucca Valley

**RECONVENE FROM CLOSED SESSION; REPORT OUT FROM CLOSED SESSION**

**ADJOURNMENT**

## Yucca Valley Town Council

### **Meeting Procedures**

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

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

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

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

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

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

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

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

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

## ACRONYM LIST

ADA	Americans with Disabilities Act
CAFR	Comprehensive Annual Financial Report
CALTRANS	California Department of Transportation
CEQA	California Environmental Quality Act
CCA	Community Center Authority
CDBG	Community Development Block Grant
CHP	California Highway Patrol
CIP	Capital Improvement Program
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COP	Certificates of Participation
CPI	Consumer Price Index
ED	Economic Development
EIR	Environmental Impact Report (pursuant to CEQA)
GAAP	Generally Accepted Accounting Procedures
GASB	Governmental Accounting Standards Board
IEEP	Inland Empire Economic Partnership
IIPP	Injury and Illness Prevention Plan
IRC	Internal Revenue Code
LAIF	Local Agency Investment Fund
LLEBG	Local Law Enforcement Block Grant
LTF	Local Transportation Fund
MBTA	Morongo Basin Transit Authority
MBYSA	Morongo Basin Youth Soccer Association
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MUSD	Morongo Unified School District
PARSAC	Public Agency Risk Sharing Authority of California
PERS	California Public Employees Retirement System
PPA	Prior Period Adjustment
PVEA	Petroleum Violation Escrow Account
RDA	Redevelopment Agency
RSA	Regional Statistical Area
RTP	Regional Transportation Plan
SANBAG	San Bernardino Associated Governments
SCAG	Southern California Association of Governments
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TEA-21	Transportation Enhancement Act for the 21 <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
SOLID WASTE ADVISORY TASK FORCE	HUNTINGTON	2 times per year	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		
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
SPORTS COUNCIL	HUNTINGTON	March, June, Sept., Oct.	Yucca Valley

**AD HOC COMMITTEES**

SENIOR HOUSING

HUNTINGTON  
ROWE

SEWER FINANCING

ROWE  
LEONE

COUNCIL RULES & PROCEDURES

HUNTINGTON  
LOMBARDO

MORONGO UNIFIED SCHOOL DISTRICT

ROWE

AUDIT

BREHM PARK

ABEL  
LOMBARDO

COUNTY BUDGET COMMITTEE

ROWE  
HUNTINGTON

SUBDIVISION

HUNTINGTON  
LEONE

**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
SEPTEMBER 3, 2013**

**OPENING CEREMONIES**

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

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

Staff Present: Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Police Captain Boswell, Town Attorney Laymon, and Town Clerk Copeland

The Pledge of Allegiance was led by Council Member Rowe

The Invocation was presented by Pastor Stephen Jones, First Southern Baptist Church.

**PRESENTATIONS**

1. San Bernardino County Fire Chief Mark Hartwig, introduced Dave Benfield as Fire Division Chief for the local area.
2. San Bernardino County Police Chief, Rich Boswell, introduced Melissa Kramer as Sheriff's Safety Specialist
3. Recreation Supervisor, Sue Earnest introduced Ashlie Richardson, Recreation Leader as the recipient of the Town's Employee of the 1<sup>st</sup> Quarter of 2013. Mayor Abel presented a plaque and well wishes to Ms. Richardson.

**AGENCY REPORTS**

4. Yucca Valley Chamber of Commerce President Jim Lawless presented the monthly update for August 2013.

**APPROVAL OF AGENDA**

Council Member Huntington moved to approve the Yucca Valley Town Council meeting agenda for September 3, 2013. Council Member Leone seconded. Motion carried 5-0 on a voice vote.

**CONSENT AGENDA**

5. **Waive** further reading of all ordinances and read by title only.
6. **Approve** the Yucca Valley Town Council meeting minutes of August 6, 2013, with the correction to the motion for Item 9 to reflect the wording to Introduce the Ordinance, instead of Adopt the Ordinance for DCA p. 13.

**Approve** the Yucca Valley Town Council meeting minutes of August 14, 2013, and August 2013 as presented.

7. **Reject** one (1) claim filed against the Town of Yucca Valley submitted on July 31, 2013 by Beau Gabriel Hempel.
8. **Adopt** Ordinance No. 242

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 9, YUCCA VALLEY DEVELOPMENT CODE, BY ADOPTING ARTICLE 6, CHAPTERS 9.90 THROUGH 9.97 SUBDIVISIONS, AND REPEALING ARTICLES 1 THROUGH 13 OF CHAPTER 4 OF DIVISION 3, TITLE 8 DIVISION OF LAND PROCEDURES, SAN BERNARDINO COUNTY DEVELOPMENT CODE, AS ADOPTED AND AMENDED BY THE TOWN OF YUCCA VALLEY

9. **Authorize** the Director of Administrative Services to execute the final escrow agreement allowing for the payments of retention monies for the SR62 Median & Sidewalk Improvement Project, Transportation Congestion Relief Program (TCRP), Town Project No. 8327 to an approved escrow agent.
10. **Adopt** Resolution 13-30, approving Program Supplemental Agreement No. 011-N, Authorize the Town Manager and/or the Deputy Town Manager to sign all necessary documents for the SR62 Median & Sidewalk Improvement Project, Transportation Congestion Relief Program (TCRP), Town Project No. 8327
11. **Receive and File** the report outlining the fall 2013 programs and events to be organized and conducted by the Community Services Department.
12. **Receive and File**, the Treasurer's Report for the fourth quarter of FY 2012-2013
13. **Ratify** the Payroll Registers total of \$139, 531.93 for checks dated August 16, 2013, and **Ratify** the Warrant Registers total of \$590,936.86 for checks dated August 22, 2013.

Council Member Huntington moved to approve items 5-13 of the consent agenda. Mayor Pro Tem Lombardo seconded. Motion carried 5-0 on a voice vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**DEPARTMENT REPORTS****14. Project No. 8340- 2013-2014 Town Wide Slurry Seal Project. Acceptance of Project as Substantially Complete**

Town Engineer Qishta presented the staff report and gave a brief overview of the 2013-2014 slurry seal project. Project No. 8340 included the application of a Type II slurry seal and cape seal on designated streets throughout the Town of Yucca Valley. The project included mobilization, traffic control, removal of pavement striping, markings, and legends, application of slurry and cape seal, as well as all appurtenant labor, materials and equipment. Qishta reported work on approximately forty-two lane miles of road maintenance were completed satisfactorily and below the funding estimate at a cost of \$370,275.74.

Mayor Abel opened public comment. With no members of the public wishing to speak on the item, Abel closed public comment.

Mayor Pro Tem Lombardo moved to accept the project as substantially complete, Authorize staff to file the Notice of Completion, Authorize the reduction of the Faithful Performance Bond to 10%, and direct staff to retain the Labor and Material Bond for six months for Project 8340. Council Member Rowe seconded. Motion carried 5-0 on a voice vote.

**15. Resolution No. 13-32; Public Lands Highway Discretionary Funds Project (PLHD), SR62, Apache Trail to Palms Avenue- Town Project No. 8661; Federal Project No. PLHL04-5466(015); Approval of Plans and Specifications; Authorize to Bid for Construction**

Town Engineer Qishta presented the staff report and described Town Project No. 8661, the Public Lands Highway Discretionary Funds Project (PLHD) to include raised medians and sidewalks along State Route 62 from Apache Trail to Palm Avenue, and a traffic signal at Church Street.

Mayor Abel opened public comment on the item. With no members of the public wishing to speak, Abel closed public comment.

Mayor Abel inquired on the four-month construction project along the state highway and the potential impacts it may have on local businesses and commuters. Abel continued by commenting favorably on the benefits of sidewalks.

Council Member Leone commented on the turn limitations due to additional medians and inquired about the median width and consistency.

Council Member Huntington stated that the new Church Street signal will be included in the traffic signal synchronization project.

Council Member Rowe moved to adopt Resolution No.13-32 to approve the plans and specifications for Project No. 8661, and to authorize the Town Clerk to advertise and receive bids. Mayor Abel seconded. Motion carried 5-0 on a voice vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**16. Morongo Basin Transit Authority (MBTA); Request for Resolution No. 13-33 of Support; San Bernardino Associated Governments Transit Consolidation Study**

Deputy Town Manager Stueckle presented the staff report in support of Morongo Basin Transit Authority for local transportation control and opposes consolidation with other public transit agency service providers in San Bernardino County.

Joe Meer, General Manager of MBTA spoke and explained that at the July 2013 SANBAG meeting, it was announced that a study would commence to see what efficiencies could be gained by many different options, not just consolidation. MBTA will have the opportunity to work with other tactical committee members throughout the process.

Mayor Abel opened public comment on the item.

Nancy Stricker from SANBAG stated that the Town Council may consider removing the reference to efficiency in Section 2 of the proposed resolution, as efficiency is always a benefit in transit.

Bill Neeb, Indio, CA, spoke favorably of MBTA and the services it provides to the Morongo Basin residents.

Mayor Abel confirmed that MBTA would be removed from the consolidation study, but not the efficiency study. Abel commended Meer for his work with MTBA.

Mayor Pro Tem Lombardo commented on the issues with including MBTA with the consolidation study due to the geographical location of its services in relation to the rest of the County.

Council Member Huntington moved to remove “or efficiency purposes” from proposed Section 2 of the resolution and adopt Resolution No. 13-33, supporting continued local control of the MBTA. Council Member Leone seconded. Motion carried 5-0 with a voice vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

## **FUTURE AGENDA ITEMS**

Mayor Pro Tem Lombardo would like to see a public discussion on citizen committees to increase Town volunteers on a variety of interests.

Administrative Services Director Yakimow explained that the Town currently has an active volunteer program in place with many volunteers assisting at the museum and the animal shelter. The program is currently overseen by the Town's Human Resources Manager. Staff is looking to update this program, so during that process, additional volunteer opportunities would be reviewed at that time.

Council Member Leone stated a discussion regarding dirt roads including blind intersections and dust reduction would be beneficial.

## **PUBLIC COMMENT**

Jean Essig, Yucca Valley spoke about financial recovery for the Town of Yucca Valley and the United States.

Richard Harwin, Yucca Valley commented on the cost of the potential recall of two Council Members and the cost of the sewer project.

Mike Roddy spoke of private sector jobs, the local economy and on solar energy projects.

Margo Sturges, Yucca Valley requested that an audit be performed to confirm Town fund and reserve balances. Sturges also spoke of transactions between the Town of Yucca Valley and Hi Desert Water District.

Aaron Wiese, Yucca Valley spoke of a recent incident with local sheriff's deputies.

## **STAFF REPORTS AND COMMENTS**

Deputy Town Manager Stueckle announced that the General Plan Draft EIR is available for public review. The public can submit comments until October 14, 2013. Stueckle commented on prior Town Council positions relating to funding the wastewater/sewer project.

Mayor Abel commented that HDWD is the lead agency on the wastewater project.

Council Member Rowe clarified that the pre-purchase of water was for irrigation use only.

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

17. Council Member Leone announced he attended the Telecare Crisis Center open house in Yucca Valley, and commented on the services the organization provides for our community.
18. Council Member Rowe congratulated Ashlie for being selected as Employee of the Quarter and welcomed Melissa Kramer and Dave Benfield to their new positions. Rowe also thanked staff and the GPAC for their hard work on the General Plan Update.
19. Council Member Huntington congratulated Ashlie as Employee of the Quarter and stated he recently attended Congressman Cook's award ceremony for Distinguished Women. Huntington also invited the public to the upcoming discussion with county supervisors on renewable energy.
20. Mayor Pro Tem Lombardo welcomed Benfield and Kramer to their new posts and congratulated Ashlie on her award. Lombardo also encouraged the public to contact him if they would like to volunteer.
21. Mayor Abel also congratulated Kramer and Benfield on their new jobs as well as Ashlie for being Employee of the Quarter. Abel spoke of decorum while at the podium during public comment.

**ANNOUNCEMENTS**

The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, September 17, 2013 at 6:00 pm, in the Yucca Room of the Yucca Valley Community Center.

**ADJOURNMENT**

With no further business, Mayor Abel adjourned the meeting at 7:22 p.m.

Respectfully Submitted,

Lesley Copeland, CMC  
Town Clerk



**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
SEPTEMBER 17, 2013**

**OPENING CEREMONIES**

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

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

Staff Present: Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Police Captain Boswell, Town Attorney Laymon, and Town Clerk Copeland

The Pledge of Allegiance was led by Mayor Abel

The Invocation was presented by Bishop Jeuske, the Church of Jesus Christ Latter Day Saints.

**PRESENTATIONS**

1. Mayor Abel presented a proclamation to the General Plan Advisory Committee members for their dedication and assistance through the Yucca Valley General Plan Update process.

GPAC Member Joe Meer thanked the staff and consultants for leading the GPAC through the process.

GPAC Member Jeff Evans thanked the original GPAC members for giving the updated process a jumpstart.

GPAC Member Nancy Lawson stated that everyone on the committee worked well together and spoke highly of the consultants and Town staff.

Planning Commissioner Representative Vicki Bridenstine thanked Deputy Town Manager Stueckle for sharing his knowledge of land use and guiding the committee through the update process.

GPAC Member Charles McHenry thanked Town staff for their assistance with the committee.

GPAC Member Bonnie Brady stated her appreciation for the update process.

GPAC Member Ted Milson spoke on the conscientious approach the committee took in keeping the uniqueness of Yucca Valley during the process.

**AGENCY REPORTS**

2. The Hi Desert Water District monthly Water and Wastewater Update was presented by Public Information Associate Jennifer Poland and Consultant Alex Altman Vice President of CV Strategies. Information was given for planned public outreach for the wastewater project, including a new website.

Mayor Pro Tem Lombardo inquired on the new website's launch date.

Fritz Koenig, Yucca Valley thanked HDWD for launching the informative website and suggested to also include engineering reports for those seeking the detail the reports provide.

**APPROVAL OF AGENDA**

Council Member Leone moved to approve the Yucca Valley Town Council meeting agenda for September 17, 2013. Council Member Huntington seconded. Motion carried 5-0 on a voice vote.

**CONSENT AGENDA**

3. **Waive** further reading of all ordinances and read by title only.
4. **Receive and file** the monthly statistical Fire Department Reports for August 2013
5. **Receive and file** the AB1234 Reporting Requirement Schedule for the month of August 2013
6. **Item pulled**
7. **Item pulled**
8. **Adopt** Resolution No. 13-33 approving the 2012-13 Purchase Order Encumbrances and Project Carry forwards as identified
9. **Item pulled**

Council Member Huntington moved to approve items 3, 4, 5 and 8 of the consent agenda. Mayor Pro Tem Lombardo seconded. Motion carried 5-0 on a voice vote.

**Item 6- Tract map 17328; Initiating Reversion to Acreage.**

Deputy Town Manager presented the staff report for Tract map 17328, Initiating Reversion to Acreage explaining that prior to recording a final map, all conditions of approval must be satisfied. If the conditions of approval are not satisfied, the sub divider must enter into an improvement agreement. The agreement specifies the requirements upon the sub divider and when the public improvements will be completed. There is no right to a final map until the agreement is entered into. The new owners of Tract Map 17328 have not entered into an assumption agreement. There is no existing subdivision improvement agreement with the current property owner, and there are no performance sureties posted by the current property owner.

Tom Harris, an Attorney from Rancho Mirage, representing the new owners of the property in question. Mr. Harris explained that his clients purchased the foreclosed property, known to be a total of 17 lots and were surprised to later receive assessments totaling approximately \$850,000. Harris expressed his clients would like to see this project completed, but completed and paid for by those who have obligated against the property.

Deputy Town Manager Stueckle updated the Town Council on the communication with the property owner of Tract Map 17328. Stueckle responded to Mr. Harris' request that the obligations be completed by the original developers and explained that this would require the Town to file a call of the current bonds and causing improvements to be constructed.

Mayor Abel inquired about any ramifications of extending the reversion of acreage process on Tract Map 17328 for an additional year.

Council Member Leone questioned Mr. Harris on when the new owner acquired the property.

Mr. Harris responded to Leone's question and continued by commenting on contract law and bonding information. Council Member Leone questioned Mr. Harris if his client has received any extensions while being the owner of the property. Harris commented on the process he has been involved in, yet didn't answer Leone's question.

Council Member Lombardo inquired about the obligations through the purchase of the property and how that relates to the Tract Map.

Council Members Rowe inquired on the intent of the bonding company in this situation based on Mr. Harris' information.

Mayor Abel moved to pull the item for staff to work with the new owners on the matter. Council Member Huntington seconded. Motion carried 5-0 on a voice vote.

**Item 7- Professional Services Agreement- Museum Registrar**

Administrative Services Director Yakimow presented the staff report regarding a Professional

Services Agreement with Vanessa Cantu. With recent staffing changes affecting the Hi Desert Nature Museum, specific duties, typical of a Museum Registrar were not being met. The proposed term of the contract is through June 30, 2015, not to exceed \$20,000. Funding for the agreement is structured to utilize the existing professional services allocation within the adopted FY 2013-14 budget as well as existing donation funding currently held as a restricted use reserve for the Hi Desert Nature Museum.

Margo Sturges, Yucca Valley commented on the use of a contract employee instead of re-hiring a former employee or using a volunteer.

Council Member Huntington inquired about the funding for the services.

Vanessa Cantu introduced herself to the Town Council and spoke of her qualifications including a Masters Degree in Museum Studies.

Council Member Huntington moved to:

- A. Approve a professional services agreement between the Town and Vanessa Cantu for a not to exceed amount of \$20,000 for Museum Registrar and related services.
- B. Waive the requirements of Section 5.1 & 5.2 of the Town's standard professional services agreement, and authorize the Deputy Town Manager and Town Attorney to execute the agreement and make any additional non-substantive changes as needed.
- C. Approve an offsetting budget amendment in the amount of \$13,000 by recognizing \$13,000 in Museum Donations Revenue, and appropriating \$13,000 in Professional Services Expenditures.

Council Member Leone seconded. Motion carried 5-0 on a voice vote.

#### **Item 9- 2013-14 Youth Commission Appointments and Introductions**

Administrative Services Director Yakimow presented the staff report regarding the appointment of applicants to the 2013-14 Youth Commission. To date, 13 applications from candidates seeking appointment to the 2013-14 have been received. Applicants include Aaron Ahmadi, Hannah Bogue, Tommy Bracamonte, London Caldwell, Tyler Geeson, Francisco Gonzalez, Miranda Green, Rachel Green, Harmony Hayes, Shawn Idnani, Nathan Lafferty, Kaylin Moffitt, and Blake Rowe.

Recreation Supervisor Sue Earnest introduced the applicants to the Town Council.

Fritz Koenig, Yucca Valley spoke regarding the responsibility of the Youth Commissioners.

Margo Sturges, Yucca Valley commented on the selection process of the Youth Commissioners.

Mayor Abel briefly explained the application process includes the application, an essay and two letters of recommendation.

Mayor Pro Tem Lombardo moved to appoint the applicants recommended by the Parks, Recreation and Cultural Commission to the 2013-14 Youth Commission, and authorize the Parks, Recreation and Cultural Commission to review future applications and make subsequent appointments on behalf of the Council.

Council Member Huntington seconded. Motion carried 5-0 on a voice vote.

## PUBLIC HEARING

**10. Development Code Amendment, DCA-06-13; Draft Development Code Article 4; Permit Procedures**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 9, YUCCA VALLEY DEVELOPMENT CODE, BY ADOPTING ARTICLE 4, CHAPTERS 9.60 THROUGH 9.77, PERMIT PROCEDURES AND REPEALING SECTIONS 83.010105 THRU 83.0103.15, SECTIONS 83.010325 THRU 83.010335, SECTION 83.010505, SECTIONS 83.020105 THRU 83.020210, SECTIONS 83.030805 THRU 83.030855, SECTIONS 83.030145 THRU 83.030175, SECTIONS 83.030205 THRU 83.030230, SECTIONS 83.030310 THRU 83.030325, SECTION 83.030405, SECTION 83.030505, SECTION 83.030605 SECTIONS 83.030705 THRU 83.030765, SECTIONS 83.030905 THRU 83.030955 OF DIVISION 3 OF TITLE 8 FROM THE YUCCA VALLEY DEVELOPMENT CODE AND SECTIONS 41.151 THRU 41.1569 FROM CHAPTER 15, DIVISION 1 TITLE 4 OF THE YUCCA VALLEY MUNICIPAL CODE.

Deputy Town Manager Stueckle presented the staff report regarding Development Code Amendment, DCA-06-13; Draft Development Code Article4; Permit Procedures. As part of the Development Code Update project, the Planning Commission reviewed Article 4 at its meetings of April 9, 2013, and August 13, 2013. Article 4 establishes procedures for processing applications including, but not limited to, General Plan Amendments, Development Code Amendments, Conditional Use Permits, Site Plan Reviews, and all other land use permits issued by the Town.

Deputy Town Manager Stueckle stated that there are sections of Article 4 that are not included as the Planning Commission has not completed a review of certain areas. Stueckle continued by reviewing the recommended changes between the Town's current Development Code and the proposed version. Stueckle read the Ordinance Title.

Mayor Abel opened the public hearing.

Fritz Koenig, Yucca Valley questioned the title of the ordinance and would like to see a clear summary or redline version for the public to view. Koenig also stated that all decisions made under Article 4 should be appealable.

Margo Sturges, Yucca Valley spoke of the lack of redline changes available to the public. Council Member Rowe commented that she had met with Deputy Town Manager Stueckle prior to the meeting and asked for some of these changes to be presented tonight. Rowe continued by thanking the Planning Commission for their tremendous job and agreed that a redline version may have been beneficial.

Council Member Leone commented that he reviewed the document prior to the meeting with staff and understands the recommended changes. Leone continued by commenting on the document and stated that the Town Council should be the final approval authority.

Council Member Huntington expressed that the necessary changes were relatively minor and likes the flexibility in the document. Huntington commented on stamped page 137, regarding notifications. The State requires 300 feet, but believes it is important that the director could change this if the project may affect a greater number than those within the 300 foot radius.

Deputy Town Manager Stueckle that though the ordinance presentation seemed complicated, the introduction of the ordinance can continue as long as there were no other topics included that would require an additional introduction. No new topics were brought forward during the hearing this evening. Before the second reading, a redline version of the document will be available for review and if there are any requested changes, they can be discussed at the second adoption reading. This was confirmed as appropriate by Town Attorney, Lona Laymon.

Council Member Rowe voiced her agreement that the Town Council should be the final review authority, especially with Home Occupancy Permits. Items brought forward to the Planning Commission should be appealable to the Town Council.

Mayor Abel voiced concern with defined notification areas which may need to be flexible according to the scope of the project.

Margo Sturges, Yucca Valley commented in agreement with Rowe and Leone that the Town Council should be the final authority and also spoke on notification procedures.

Fritz Koenig, Yucca Valley spoke on notification areas.

Mayor Abel closed the public hearing.

Mayor Pro Tem Lombardo moved to:

- A. Find that the project is exempt from CEQA in accordance with Section 15061

(b)(3) of the California Environmental Quality Act. The proposed amendment to revise the Town’s Permitting Procedures regulations has no potential to impact the environment. The proposed amendment does not alter the existing requirements that specific development projects must comply with the provisions of the California Environmental Quality Act. Development Code Amendment, DCA 06-03 meets the exemption criteria which states “that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA”.

- B. Introduces the Ordinance, and repeals Sections 83.010105 thru 83.0103.15, Sections 83.010325 thru 83.010335, Section 83.010505, Sections 83.020105 thru 83.020210, Sections 83.030805 thru 83.030855, Sections 83.030145 thru 83.030175, Sections 83.030205 thru 83.030230, Sections 83.030310 thru 83.030325, Section 83.030405, Section 83.030505, Section 83.030605 Sections 83.030705 thru 83.030765, Sections 83.030905 thru 83.030955 of Division 3 of Title 8 from the Yucca Valley Development Code and Sections 41.151 thru 41.1569 from Chapter 15, Division 1 Title 4 of the Yucca Valley Municipal Code.

Council Member Rowe seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**DEPARTMENT REPORTS**

**11. Paradise Park Playground Equipment Improvement – Town Project No. 8947; Resolution No. 13-34; Notice Inviting Bids**

Town Engineer Qishta presented the staff report explaining the necessary park improvements for ADA compliance. The playground equipment project at Paradise Park includes the replacement of the existing playground equipment, as well as replacing the existing sand with wood chips for ADA access. Approximately \$125,000 in CDBG funds has been allocated for the project.

Margo Sturges, Yucca Valley commented on the scope of the Paradise Park project.

Richard Harwin, Yucca Valley questioned the life span of playground equipment.

Mayor Abel inquired on the possible monetary value of the old park equipment.

Council Member Leone spoke of the importance of safe playground surface areas.

Council Member moved to Adopt Resolution No. 13-34, approve the Plans and Specifications, and authorize the Town Clerk to advertise and receive bids for the Paradise Park Playground Equipment Improvement Project. Council Member Leone seconded. Motion carried 5-0 on a voice vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**12. Questar Southern Trails Pipeline Oil Conversion Project**

Deputy Town Manager presented the staff report, including background information on the Questar Pipeline project. Two proposed alternate routes and the impact on the community was discussed.

Edward Vallerand, Twentynine Palms spoke in opposition of the pipeline traversing through the Morongo Basin.

Claudia Sall, Pioneertown spoke in opposition to the project and inquired as to why a link to the proposed Questar Pipeline project was on the Town's website.

Meg Foley, Morongo Valley spoke in opposition of the proposed pipeline through the Morongo Basin.

Mayor Abel clarified that the link on the Town's website was for informational purposes only and was not stating a specific stance on the project.

Deputy Town Manager Stueckle stated the Town Council will be informed of any Town contact with Questar in the future.

Mayor Pro Tem Lombardo moved to receive the report regarding Questar Southern Trails Pipeline Oil Conversion Project. Council Member Rowe seconded. Motion carried 5-0 on a voice vote.

**PUBLIC COMMENT**

Fritz Koenig, Yucca Valley spoke regarding a recent Request for Public Records.

Richard Harwin, Yucca Valley commented on the Town Council seating arrangement.

**STAFF REPORTS AND COMMENTS**



Administrative Services Director Yakimow updated the Town Council on the recent Oversight Board action in concurrence with Successor Agency's action regarding the Long-Term Property Management Plan.

Deputy Town Manager Stueckle thanked the Town Council and the Planning Commission for their input throughout the Development Code Update process.

Deputy Town Manager Stueckle suggested the need for a short-term sub-committee to meet with property owners regarding consent item #6 discussed this evening.

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

- 13. Council Member Leone thanked the General Plan Advisory Committee for their diligent work and welcomed the Youth Commissioners.
- 14. Council Member Rowe welcomed the new Youth Commissioners and thanked the General Plan Advisory Committee and Planning Commission for their hard work in updating the Town's General Plan.
- 19. Council Member Huntington expressed his appreciation to the Museum staff for the new exhibit being shown and commended the Town's road crew for a fantastic job responding after the recent storm activity.
- 20. Mayor Pro Tem Lombardo welcomed the Youth Commissioners and stated his appreciation to the General Plan Advisory Committee and Planning Commission for their commitment in updating the Town's General Plan into a comprehensive, easier to use document.
- 21. Mayor Abel also thanked the General Plan Advisory Committee and was pleased to see the diverse group work so well together in producing a quality document.

**ANNOUNCEMENTS**

The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, October 1, 2013 at 6:00 pm, in the Yucca Room of the Yucca Valley Community Center.

**ADJOURNMENT**

With no further business, Mayor Abel adjourned the meeting at 8:50 p.m.

Respectfully Submitted,

Lesley Copeland, CMC  
Town Clerk

**TOWN OF YUCCA VALLEY  
SPECIAL TOWN COUNCIL MEETING MINUTES  
SEPTEMBER 19, 2013**

**OPENING CEREMONIES**

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

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

Staff Present: Deputy Town Manager Stueckle, Administrative Services Director Yakimow, and Town Clerk Copeland

**DISCUSSION ITEMS**

**1. Selection of Two (2) Council Members for the Subdivision Ad-Hoc Committee**

Deputy Town Manager Stueckle opened the discussion item, explaining that the item is a follow-up from the September 17, 2013 Town Council meeting. The Subdivision Ad-Hoc Committee would be considered short-term and dissolved when the current issue is resolved.

Council Members Leone and Huntington stated interest in serving on the Subdivision Ad-Hoc Committee.

Council Member Rowe moved to appoint Council Member Leone as a representative on the Subdivision Ad-Hoc Committee. Mayor Pro Tem Lombardo seconded. Motion carried 5-0 on a voice vote.

Council Member Rowe moved to appoint Council Member Huntington as a representative on the Subdivision Ad-Hoc Committee. Mayor Pro Tem Lombardo seconded. Motion carried 5-0 on a voice vote.

**ADJOURNMENT**

With no further business, Mayor Abel adjourned the meeting at 6:05 p.m.

Respectfully Submitted,

Lesley Copeland, CMC  
Town Clerk

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
Alex Qishta, Project Engineer  
**Date:** October 25, 2013  
**For Council Meeting:** November 5, 2013

**Subject:** Paradise Park Playground Equipment Improvements – Town Project No. 8947  
Award of Construction Contract  
Cicero Engineering, Fullerton CA

**Prior Council Review:** At the meeting of February 19, 2013, the Town Council directed staff proceed with replacement of playground equipment and associated recreational infrastructure at Paradise Park. At the September 17, 2013 meeting, the Town Council approved the Notice Inviting Bids and a Resolution for the purpose of advertising and receiving bids for project.

**Recommendation:** That the Town Council awards the construction contract to Cicero Engineering, in the amount of \$105,800, and authorizes a construction contingency in the amount of \$9,200, for a total contract amount not to exceed \$115,000, 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.

**Executive Summary:** Project No.8947 involves the replacement of the existing playground equipment, as well as replacing the existing sand with wood chips for ADA access.

**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:

SS  
Town Manager

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

CY  
Mgmt Services

SW  
Dept Head

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Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

**Discussion:** The Paradise Park Playground Equipment Improvement project includes the replacement of the existing playground equipment, as well as replacing the existing sand with wood chips for ADA access. The playground equipment is designed for both the 2 to 5 and 5 to 12 year old age groups.

On October 17, 2013, the Town received 5 bids for Project No. 8947 as follows:

BIDDER	BID AMOUNT
Cicero Engineering	\$105,800.00
AToM Engineering	\$111,77.00
Cora Constructors, Inc.	\$113,800.00
Micon Construction, Inc.	\$115,158.70*
JMJ Construction	\$196,000.00

The lowest responsible bidder is Cicero Engineering of Fullerton, California, with a bid of \$105,800.00. The Town has reviewed all 5 bid packages, and confirmed that Cicero Engineering is the lowest, responsible, and responsive bidder. If awarded by the Town Council, construction is anticipated to begin in January 2014, and be substantially complete by March 2014.

\*At time of bid, it was announced that Micon Construction, Inc., was the lowest bidder of \$89,958.70. After reviewing the Micon bid, the totals \$115,158.70.

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

**Fiscal impact:** The Project Engineer’s cost estimate for the project was \$110,000.00 without contingency.

The estimated project costs, as well as the available funding in the adopted FY 13-14 Capital Project Budget and proposed budget action, are summarized below.

**Estimated Project Cost**

Basic Bid Amount	\$105,800.00
Construction Contingency	\$9,200.00
<b>Total Contract Work:</b>	<b>\$115,000.00</b>

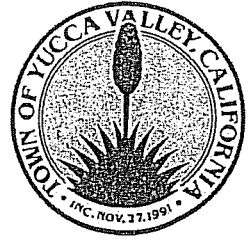
**Funding**

Community Block Grant Fund (CDBG)  
**Total Project Funding**

\$125,000.00  
**\$125,000.00**

**Attachments:**      Bidders Summary List  
                            Cicero Engineering Bid  
                            February 19, 2013 Town Council Minutes  
                            September 17, 2013 Town Council Minutes

TOWN OF YUCCA VALLEY  
 BID OPENING LOG SHEET



BID OPENING DATE: October 17, 2013, 3:00 p.m.

**PROJECT DESCRIPTION:**

Paradise Park Playground Improvement;  
Town Project No. 8947

<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>BID BOND</u>
1. <u>JMJ Construction</u>	<u>\$ 196,000 -</u>	<u>10%</u>
2. <u>MICON Construction</u>	<u>89,958<sup>70</sup></u>	<u>10%</u>
3. <u>CICERO Engineering</u>	<u>105,800 -</u>	<u>10%</u>
4. <u>ATOM Engineering</u>	<u>111,777 -</u>	<u>10%</u>
5. <u>Cora Constructors</u>	<u>113,800 -</u>	<u>10%</u>
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

*Lesley Copeland*  
 Lesley Copeland  
 Town Clerk

CC: *Town Clerk (1)*  
*Initiating Department (2)*

CONTRACTOR'S PROPOSAL

Cicero Engineering  
\_\_\_\_\_  
Company

1372 E. Valencia Dr.  
\_\_\_\_\_  
Address

Fullerton, CA 92831  
\_\_\_\_\_

(562) 762-5147  
\_\_\_\_\_  
Telephone Number

812439  
\_\_\_\_\_  
State License Number

Town of Yucca Valley  
57090 29 Palms Highway  
Yucca Valley, California 92284

Ladies and Gentleman:

Pursuant to the Public Notice inviting bids or proposals, the undersigned declares that he has carefully examined the location of the proposed work, that he has examined plans, profiles, and specifications for **Project 8947: Paradise Park Playground Equipment Improvements**. And read the accompanying proposal requirement, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with said plans, profiles, specifications, and special provisions for the unit or lump sum price set forth in the Schedule of Work Items.

Unless otherwise specified by the Contractor, the listing of an Item No. of Work shall be conclusive evidence that the subcontractor proposed to perform the Item of Work and shall perform the entirety of the work for that Item No. of Work.

All persons or parties submitting a bid proposal on the project shall complete the following form setting forth the Item Number (as specified in the "Schedule of Work Items"), the name, location, and place of business of each subcontractor who will perform work or labor or render services to the prime Contractor in or about the construction of the work of improvements, or a subcontractor licensed by the State of California, who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (1/2%) of the prime Contractor's total bid, or, if the bid is for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater.

It is noted that if a Contractor fails to specify a subcontract for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except by written consent of the awarding authority. The requirement of the submission of this list, the legal consequences for failure of the Contractor to do so, and other particular details concerning the same shall be as set forth in the "Subletting and Subcontracting Fair Practices Act", California Public Contract Code (§ 4100, *et seq.*) to which the bidder is hereby referred.

Item No. of Work	Name of Firm or Contractor	Location of Mill, Shop or Office	Contractor Classification (if applicable)	Town of Yucca Valley Business License No. *
	<i>None</i>			

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\* All Subcontractors are required to obtain a Town of Yucca Valley Business License before a Notice to Proceed may be issued.



The undersigned further agrees that in case of default in executing the required contract with necessary bonds within **ten (10) calendar days** after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the Town. If the Town awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within **sixty (60) calendar days** from the execution of the first contract. **Project must be completed by December 31, 2013.**

Contractor, and any subcontractors utilized, shall be licensed in accordance with the provisions of the Contractor's License Law, Chapter 9 of Division 3 of the State Business and Professions Code. Additionally, the Contractor must have at the time of bid opening for this project the following classification(s) of Contractor's license and experience:

**Classification A: General Engineering Contractor**

**Classification B: Building Contractor**

BIDDING FORMPARADISE PARK PLAYGROUND EQUIPMENT IMPROVEMENTSName of Bidder Cicero Engineering

The undersigned, having examined the proposed Contracts and having visited the site and examined the conditions affecting the work, hereby and agrees to furnish all labor, materials, equipment, and appliances, and perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT	SUBTOTAL
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## BASIC BID (Items 1-12)

## MOBILIZATION, DEMOLITION, GRADING AND CONSTRUCTION SURVEY

1	Mobilization (not exceed 2% of base bid amount)	1	LS	2,000	2,000
2	Demolition( Sand, Play Equip.)	1	LS	9,500	9,500
3	Erosion Control	1	LS	250	\$250
4	Construction Sign	1	EA	500	\$500

## LANDSCAPE CONSTRUCTION

5	Furnish and Install Concrete Pad	1,600	SF	6.00	\$9,600
6	Furnish and Install and Install Bench	1	EA	2,300	\$2,300
7	Furnish and Install Waste Receptacle	1	EA	1,600	\$1,600
8	Furnish and Install RePlay Play Structure	1	EA	37,000	\$37,000
9	Furnish and Install Tot Saddle Seat	2	EA	1,500	\$3,000
10	Furnish and Install Ten Spin	1	EA	4,000	\$4,000

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT	SUBTOTAL
11	Install Swing Set	1	EA	1,750	1,750
12	Furnish and Install Hndicap Ramp Into Playground	1	EA	<del>1,750</del> 2,500	<del>1,750</del> 2,500
13	Furnish and Install Engineer Wood Fiber	600	CY	53	31,800
<b>TOTAL BASIC BID ITEMS 1 - 12 (In Figures)</b>					<b>\$105,800</b>
<b>TOTAL BASIC BID ITEMS 1 - 12 (In Words)</b>					<i>One Hundred Five Thousand Eight Hundred.</i>

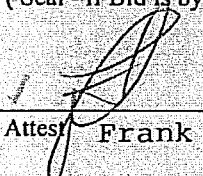
Contractor's License Number

812439

Date of Expiration

9/30/2014

(Seal - if Bid is by a Corporation)

  
 Attest Frank Cicero, Owner  
 10% of Bid Amount  
 Amount of Certified Check or Bid Bond

Indemnity Company of California  
 Name of Bonding Company

NON-COLLUSION AFFIDAVIT

To: The Town of Yucca Valley:

State of California )  
County of Orange ) ss.

Frank Cicero, being first duly sworn, deposes and says that he or she is Owner of Cicero Engineering the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

  
\_\_\_\_\_  
Signature

STATE OF CALIFORNIA )  
COUNTY OF ) ss.

Subscribed and sworn to before me this 11th day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the County  
of \_\_\_\_\_, State of California.

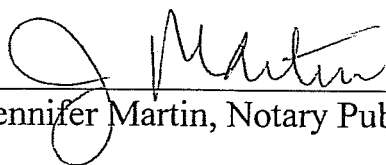
My Commission expires \_\_\_\_\_, 20\_\_.

# Jurat

State of California  
County of Orange

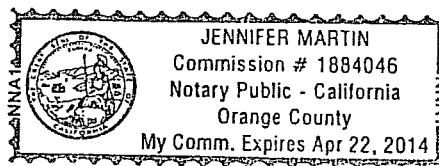
Subscribed and sworn to (or affirmed) before me on this 16th day of October, 2013, by Frank Cicero, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_



(Seal)

Jennifer Martin, Notary Public



My Commission Expires: April 22, 2014

DECLARATION OF ELIGIBILITY TO CONTRACT  
[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, or being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

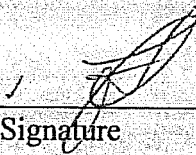
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17<sup>th</sup> day of October, 2013, at Fullerton, California.  
(place of execution)



Signature

Frank Cicero

Name (print or type)

Owner

Title

Cicero Engineering

Name of company

## TOWN of YUCCA VALLEY

### NON-DEBARMENT CERTIFICATION

#### 1. Instructions for Certification.

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why they cannot provide the certification set out below. The certification or explanation will be considered in connection with the Town's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Town determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the Town to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Town or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this



covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

8. Nothing contained in the foregoing shall be construed to require establishment of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Expect for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower Tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies to the Federal Government, the Town may terminate this transaction for cause or default.

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

STATE OF California ]  
County of Orange ]  
~~STATE OF~~

Frank Cicero being first  
(President or duly authorized Company official)

duly sworn deposes and says that he is Owner  
of Cicero Engineering  
(official capacity )

\_\_\_\_\_ with the intention of becoming  
(name of company )

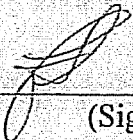
a primary participant on Town of Yucca Valley Construction.

Project #8947: Paradise Park Playground Equipment Improvement  
(Project Number)

and that he certifies to the best of his knowledge and belief that said company and its principals:

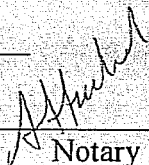
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification: and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Further affiant sayeth not.

  
\_\_\_\_\_  
(Signature)  
Frank Cicero  
\_\_\_\_\_  
(Print Name)

SUBSCRIBED AND SWORN to before me a notary public this \_\_\_\_\_

Day of \_\_\_\_\_, 20\_\_\_\_

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Jurat

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 16th day of  
October, 2013, by Frank Cicero, proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared before me.

Signature Jennifer Martin (Seal)  
Jennifer Martin, Notary Public



My Commission Expires: April 22, 2014

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # 20131014

KNOW ALL MEN BY THESE PRESENTS, that we

CICERO ENGINEERING

1372 East Valencia Drive  
Fullerton, CA 92831

(Here insert full name ,and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

INDEMNITY COMPANY OF CALIFORNIA

17771 COWAN, SUITE 10  
Irvine, CA 92623

(Here insert full name ,and address or legal title of Surety)

a corporation duly organized under the laws of the State of CA

as Surety, hereinafter called the Surety, are held and firmly bound unto

TOWN OF YUCCA VALLEY

57090 29 PALMS HIGHWAY  
Yucca Valley, CA 92284

(Here insert full name ,and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent of Amount Bid----- Dollars ( \$ 10.00% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

PARADISE PARK PLAYGROUND EQUIPMENT IMPROVEMENTS

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of October, 2013

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

CICERO ENGINEERING  
  
\_\_\_\_\_  
(Principal) (Seal)

Frank Cicero, (Title)  
Owner  
INDEMNITY COMPANY OF CALIFORNIA  
  
\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title)  
Yung T. Mullick, Attorney-in-Fact

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Yung T. Mullick, James W. Moilanen, Jennifer C. Anaya, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

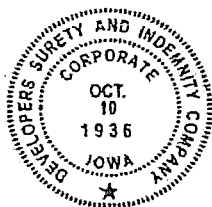
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this October 4th, 2011.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

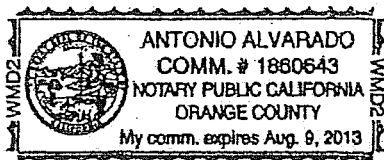
By: *Steve A. Tvedt*  
Steve A. Tvedt, Vice-President



State of California  
County of Orange

On October 4, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Steve A. Tvedt  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*  
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 14TH day of OCTOBER, 2013.

By: *Gregg Okura*  
Gregg Okura, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of Orange }

On October 16, 2013 before me, Jennifer Martin, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Frank Cicero  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature J. Martin  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

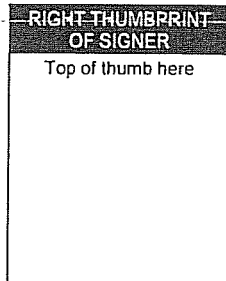
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Frank Cicero

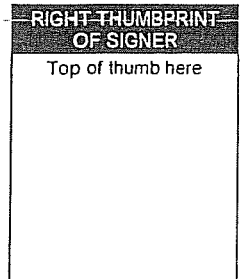
- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner
  - Limited
  - General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: Cicero Engineering

Signer's Name: \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_

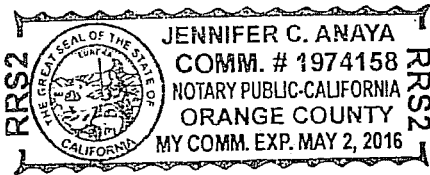
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of ORANGE }

On OCTOBER 14, 2013 before me, JENNIFER C. ANAYA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared YUNG T. MULLICK  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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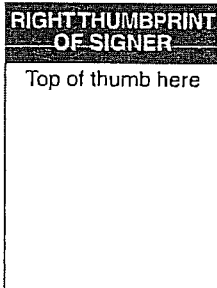
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

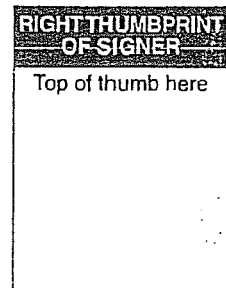
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



State Of California

**CONTRACTORS STATE LICENSE BOARD  
ACTIVE LICENSE**



License Number **812439**

Entity **INDIV**

Business Name **CICERO ENGINEERING**

Classification(s) **A**

Expiration Date **09/30/2014**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
FEBRUARY 19, 2013**

Mayor Abel called the meeting to order at 6:27 p.m.

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

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

**PLEDGE OF ALLEGIANCE**

Led by Miss Yucca Valley Court

**INVOCATION**

Led by Pastor Bill Wilcox, Evangelical Free Church

**PRESENTATIONS, RECOGNITIONS, INTRODUCTIONS**

**1. Recognition of Miss Yucca Valley and Court**

Mayor Abel introduced Miss Yucca Valley Kelli King and her Court 1<sup>st</sup> Princess Katie Sage, 2<sup>nd</sup> Princess Chelsie Mondary and 3<sup>rd</sup> Princess Ashley Burnett.

**AGENCY REPORTS**

**Chamber of Commerce**

**2. Monthly Chamber of Commerce Report for January 2013**

Jennifer Collins, Chamber President, gave the monthly statistical Chamber report for January 2013.

**Hi Desert Water District**

**3. Water and Wastewater Project Updates.**

Mark Ban, Hi Desert Water District Director of Operations, gave the monthly water

and wastewater project update.

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

- 4. **Approve**, Minutes of the Town Council Meetings of February 5, 2013.
- 5. **Waive**, further reading of all ordinances and read by title only.
- 6. **Adopt**, Ordinance No. 237, Authorizing the Levy of a Special Tax (Super Wal-Mart).

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN IMPROVEMENT AREA 3, ANNEXATION NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 11-1 (SUPER WAL-MART)

- 8. Item pulled.
- 10. **Ratify**, Warrant Register total of \$816,567.66 for checks dated February 7, 2013. Ratify Payroll Registers total of \$161,309.98 for checks dated February 1 - 11, 2013.

Council Member Rowe moved to adopt Consent Agenda Item 4-6 and 10. Council Member Lombardo seconded. Motion carried 4-0

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

**7. San Bernardino County Fire Department Monthly Report for January 2013**

Council Member Huntington questioned the situation with the ambulance service. Battalion Chief Benfield advised there is currently a staffing issue. Council Member Huntington questioned the number of ambulances available. Battalion Chief Benfield stated there are two 24 hour ambulances and one 12 hour ambulance for the Town, noting when there is a shortage of staff, the 12 hour car will go down. Council Member

Huntington requested to see response times for those occasions.

Council Member Rowe questioned if there is ever a time the department is just running one ambulance in the area. Battalion Chief Benfield advised that would be very rare.

Council Member Huntington moved to receive and file the monthly statistical Fire Department report for January 2013. Council Member Rowe seconded. Motion carried unanimously.

**9. Acceptance of Donation – Hensel Phelps Construction Company**

Council Member Huntington asked if it is acceptable to give the items to the nonprofits before putting them out to auction. Town Manager Nuaimi advised that staff will research that possibility.

Council Member Huntington moved to accept the donation of office furnishings from the Hensel Phelps Construction Company and direct staff to distribute the items as necessary within the organization; if any items remain, authorize the disposal of those items to nonprofit agencies or at a public auction of surplus property. Council Member Rowe seconded. Motion carried unanimously.

**PUBLIC HEARING**

**11. Community Development Block Grant (CDBG) Prioritization Hearing**

Community Services Director Schooler advised the Town is required to prioritize eligible local proposals and forward a recommendation to the County Board of Supervisors for funding approval. Four agencies, including the Town of Yucca Valley, submitted proposals for funding under the Town's allocation of approximately \$100,802 for the 2013-14 funding cycle.

Town Manager Nuaimi advised it was anticipated there would be discussion at the budget workshop recommending that the funding be allocated to Code Enforcement which would relieve the town of \$100,000 from general fund obligations, allowing the savings to be allocated to Public Safety Schedule A to fund the Sheriff Safety Specialist.

Mayor Abel opened the public hearing.

Margo Sturges, Yucca Valley, spoke in opposition to using the funds for Code Enforcement, and requested that Council consider the stress to the local charities such

as Reach Out Morongo Basin.

There being no one else wishing to speak, Mayor Abel closed the public hearing.

Town Manager Nuaimi commented that the Morongo Basin Transit Authority has helped Reach Out Morongo Basin secure transportation funding.

Council Member Huntington advised that the Transit Agency has assistance program funds that come in at about \$250,000 annually, noting that Reach Out Morongo Basin has been given a significant amount of those tag funds. Town Manager Nuaimi advised the Town also continues to offer support through providing office space.

Council Member Rowe questioned if it certain that the Schedule A increase would be approximately 5%. Capt. Boswell advised that a 5% increase is the worst case scenario. Council Member Rowe commented that, before assigning general fund dollars to the Sheriff Safety Specialist, she would like to see where our property tax comes in. Town Manager Nuaimi advised that what staff is looking for direction tonight as to where the CDBG dollars will go, noting we can wait to see where County comes in with the Schedule A charges before committing to funding the Sheriff Safety Specialist.

Council Member Lombardo moved to recommend that the Town's entire 2013-14 allocation of \$100,802 be allocated toward the Town's application for Code Enforcement. Council Member Rowe seconded. Motion carried 4-0.

## DEPARTMENT REPORTS

### 12. **Community Center Playground Improvement & Splash Park - Town Project No. 8961, Community Development Block Grant Funds.**

Deputy Town Manager Stueckle advised of staff's recommendation to replace only the playground equipment at the Community Center in the current site configuration and to replace the playground equipment and associated recreational infrastructure at Paradise Park with the remaining funds. There is approximately \$325,000 available for the project. Project bids for the Community Center Playground Improvement and Splash Park came in \$168,400 above available funding for the base bid alone, and \$469,100 over for the base bid and splash pad alternate combined. Staff has been working evaluating alternatives for project delivery, including prioritizing needed improvements at the Community Center playground as well as other park facilities. He noted that similar playground constraints exist at both Jacobs and Paradise Parks, however Jacobs park is not in the CDBG system and would require a plan modification to be included.

With regard to the question of HUD applying pressure on the organization to spend funds, he noted that the ability to set aside 2-3 years allocations to one project is no longer available

**Richard Harlan**, Yucca Valley, question if all the money is going to be given to the Town to spend. Deputy Town Manager Stueckle explained.

Council Member Rowe moved to direct staff to proceed with the Community Center Playground Improvement and Splash Park project, approving modifications to the project design for this phase to include only the replacement of playground equipment in the current site configuration, and direct staff to proceed with replacement of playground equipment and associated recreational infrastructure at Paradise Park and authorizing submittal of all necessary documents to the County of San Bernardino necessary to secure the Community Development Block Grant Funds for both project sites. Council Member Huntington seconded. Motion carried 4-0

### 13. **Solid Waste Franchise Agreement Update**

Administrative Assistant Rice advised that staff has begun the process of updating the current franchise agreements with Burrtec Waste and Recycling for solid waste and recycling disposal. The update will consolidate the existing four agreements into one, incorporate legislative changes since the original adoption and address other items such as agreement term, rate structures, enhanced reporting and performance targets. To assist the Town in this activity, staff will be working with John Davis to provide consulting services regarding the technical aspects of the agreement.

Council Member Rowe questioned how soon mandatory pickup will be available to the Town. Administrative Services Director Yakimow advised that the current agreement requires it, noting the update will include enforcement of the ordinance.

Council Member Lombardo questioned how long contracts run. Administrative Services Director Yakimow advised they are multiyear contracts.

Mayor Abel questioned how important is it to have a consultant, and whether or not the Town addresses the condition of the provider's present operations and facilities. Administrative Services Director Yakimow advised that going through update we start with clean slate with everything on the table. The need for technical assistance is to deal with legal ramifications and technical aspects. He noted that Mr. Davis is the chairman of the Mountain/Desert Solid Waste JPA and is an expert on solid waste.

Council Member Huntington reiterated that Mr. Davis is the administrator of the materials recycling facility and is the guru of trash. He follows all the legislation.

Council Member Rowe moved to receive and file the informational report regarding the Solid Waste Franchise Agreement update project. Council Member Huntington seconded. Motion carried 4-0.

**FUTURE AGENDA ITEMS**

Mayor Abel commented that the City of Twentynine Palms has passed an ordinance regarding the sales and use of bath salts and requested future information on the status. Town Manager Nuaimi advised that staff is monitoring the efforts of Twentynine Palms and pleased to see that they are the mavericks moving forward on this. If the Town can build off it we will be happy to do so.

**PUBLIC COMMENT**

**Beverly Schmuckle**, Hi Desert Chorus, gave the background of chorus and requested that the Town continue to support them.

**Richard Harlan**, Yucca Valley, commented the kind of decisions that the Council has to make in next few months are not going to be popular, and noted that all Council candidates should be in the audience at the meetings.

**Margo Sturges**, Yucca Valley, commented regarding the need to move forward and come together as community.

**Jennifer Collins**, Yucca Valley, concurred with comments made at the earlier budget workshop by Ms. Kraemer and Ms. Loveless regarding putting a group together trying to move Yucca Valley forward. We have citizens around the table trying to do just that, and are willing to compromise and work together to benefit our town.

**Sarann Graham**, Yucca Valley, commented that since Measure U was defeated by a slim amount of voters, she is asking the Town to put a sales tax on the November ballot, so that the Town can continue to provide quality services and make needed improvements to our infrastructure.

**Bonnie Brady**, Yucca Valley, commented she has been attending meetings of the Yucca Valley forward group, noting that many of the participants on the committee were on the no on Measure U side. She thinks there is a need to come up with something unifying for the

community.

**STAFF REPORTS AND COMMENTS**

Town Manager Nuaimi commented regarding talk of a clip board brigade gathering signatures, and advised that no initiative has been brought forward to the Town Clerk or Town Attorney. He expressed concern and caution to the community that if someone is out gathering signatures they are not qualifying for anything.

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

**14. Council Member Rowe**

Thanked Miss Yucca Valley and her Court for coming to the meeting this evening

Noted that Retired Sheriff's Capt. Miller was in the audience and welcomed him back.

**15. Council Member Huntington**

Welcomed Miss Yucca Valley and her Court to the meeting

Commented regarding attendance at the Mojave Desert Solid Waste JPA meeting, noting that 6 of the 9 members are new to the board and were all in attendance.

Reported regarding attendance at the SANBAG Measure I meeting where the board approved construction dollars for improvements to SR 62, Apache to Palm in the amount of \$858,000 and for La Honda to Dumosa in the amount of \$868,000. They also approved a budget amendment increasing the Morongo Basin reimbursement from \$550,000 to \$775,000.

**16. Mayor Pro Tem Lombardo**

Questioned what the Council can do to help move the tax initiative that is being worked on and discussed forward.

Congratulated Miss Yucca Valley and her Court.

Commented it is nice to see the chairs full of people tonight to discuss the budget. He noted he is encouraged by the Swim Team Captain stating they are willing to pay more for services, and is encouraged that the community can come together and seek answer

to these problems.

17. **Mayor Abel**

Welcomed Miss Yucca Valley and her Court

Commented it was nice to see Pastor Wilcox here.

Stated that it is not fun as a Council Member making some of the hard decisions, but the idea of being on the Council is to make decisions, no matter how difficult, and not worry about future votes. If we don't have revenues we have to make painful decisions, and it is his hope the community trusts the Council to use the money wisely. Trying to stretch funding as much as possible is not unique to Yucca Valley, every community in Southern California is going through what we are.

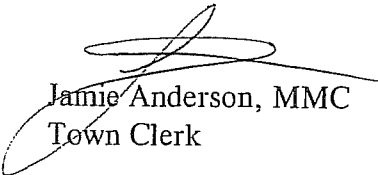
**ANNOUNCEMENTS**

Next Town Council Meeting, Tuesday, March 5, 2013, 6:00 p.m.

**ADJOURNMENT**

There being no further business the meeting was adjourned at 7:42 p.m.

Respectfully submitted,

  
Jamie Anderson, MMC  
Town Clerk



**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
SEPTEMBER 17, 2013**

**OPENING CEREMONIES**

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

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

Staff Present: Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Police Captain Boswell, Town Attorney Laymon, and Town Clerk Copeland

The Pledge of Allegiance was led by Mayor Abel

The Invocation was presented by Bishop Jeuske, the Church of Jesus Christ Latter Day Saints.

**PRESENTATIONS**

1. Mayor Abel presented a proclamation to the General Plan Advisory Committee members for their dedication and assistance through the Yucca Valley General Plan Update process.

GPAC Member Joe Meer thanked the staff and consultants for leading the GPAC through the process.

GPAC Member Jeff Evans thanked the original GPAC members for giving the updated process a jumpstart.

GPAC Member Nancy Lawson stated that everyone on the committee worked well together and spoke highly of the consultants and Town staff.

Planning Commissioner Representative Vicki Bridenstine thanked Deputy Town Manager Stueckle for sharing his knowledge of land use and guiding the committee through the update process.

GPAC Member Charles McHenry thanked Town staff for their assistance with the committee.

GPAC Member Bonnie Brady stated her appreciation for the update process.

GPAC Member Ted Milson spoke on the conscientious approach the committee took in keeping the uniqueness of Yucca Valley during the process.

**AGENCY REPORTS**

2. The Hi Desert Water District monthly Water and Wastewater Update was presented by Public Information Associate Jennifer Poland and Consultant Alex Altman Vice President of CV Strategies. Information was given for planned public outreach for the wastewater project, including a new website.

Mayor Pro Tem Lombardo inquired on the new website's launch date.

Fritz Koenig, Yucca Valley thanked HDWD for launching the informative website and suggested to also include engineering reports for those seeking the detail the reports provide.

**APPROVAL OF AGENDA**

Council Member Leone moved to approve the Yucca Valley Town Council meeting agenda for September 17, 2013. Council Member Huntington seconded. Motion carried 5-0 on a voice vote.

**CONSENT AGENDA**

3. Waive further reading of all ordinances and read by title only.
4. **Receive and file** the monthly statistical Fire Department Reports for August 2013
5. **Receive and file** the AB1234 Reporting Requirement Schedule for the month of August 2013
6. **Item pulled**
7. **Item pulled**
8. **Adopt** Resolution No. 13-33 approving the 2012-13 Purchase Order Encumbrances and Project Carry forwards as identified
9. **Item pulled**

Council Member Huntington moved to approve items 3, 4, 5 and 8 of the consent agenda. Mayor

Pro Tem Lombardo seconded. Motion carried 5-0 on a voice vote.

**Item 6- Tract map 17328; Initiating Reversion to Acreage.**

Deputy Town Manager presented the staff report for Tract map 17328, Initiating Reversion to Acreage explaining that prior to recording a final map, all conditions of approval must be satisfied. If the conditions of approval are not satisfied, the sub divider must enter into an improvement agreement. The agreement specifies the requirements upon the sub divider and when the public improvements will be completed. There is no right to a final map until the agreement is entered into. The new owners of Tract Map 17328 have not entered into an assumption agreement. There is no existing subdivision improvement agreement with the current property owner, and there are no performance sureties posted by the current property owner.

Tom Harris, an Attorney from Rancho Mirage, representing the new owners of the property in question. Mr. Harris explained that his clients purchased the foreclosed property, known to be a total of 17 lots and were surprised to later receive assessments totaling approximately \$850,000. Harris expressed his clients would like to see this project completed, but completed and paid for by those who have obligated against the property.

Deputy Town Manager Stueckle updated the Town Council on the communication with the property owner of Tract Map 17328. Stueckle responded to Mr. Harris' request that the obligations be completed by the original developers and explained that this would require the Town to file a call of the current bonds and causing improvements to be constructed.

Mayor Abel inquired about any ramifications of extending the reversion of acreage process on Tract Map 17328 for an additional year.

Council Member Leone questioned Mr. Harris on when the new owner acquired the property.

Mr. Harris responded to Leone's question and continued by commenting on contract law and bonding information. Council Member Leone questioned Mr. Harris if his client has received any extensions while being the owner of the property. Harris commented on the process he has been involved in, yet didn't answer Leone's question.

Council Member Lombardo inquired about the obligations through the purchase of the property and how that relates to the Tract Map.

Council Members Rowe inquired on the intent of the bonding company in this situation based on Mr. Harris' information.

Mayor Abel moved to pull the item for staff to work with the new owners on the matter. Council Member Huntington seconded. Motion carried 5-0 on a voice vote.

**Item 7- Professional Services Agreement- Museum Registrar**

Administrative Services Director Yakimow presented the staff report regarding a Professional Services Agreement with Vanessa Cantu. With recent staffing changes affecting the Hi Desert Nature Museum, specific duties, typical of a Museum Registrar were not being met. The proposed term of the contract is through June 30, 2015, not to exceed \$20,000. Funding for the agreement is structured to utilize the existing professional services allocation within the adopted FY 2013-14 budget as well as existing donation funding currently held as a restricted use reserve for the Hi Desert Nature Museum.

Margo Sturges, Yucca Valley commented on the use of a contract employee instead of re-hiring a former employee or using a volunteer.

Council Member Huntington inquired about the funding for the services.

Vanessa Cantu introduced herself to the Town Council and spoke of her qualifications including a Masters Degree in Museum Studies.

Council Member Huntington moved to:

- A. Approve a professional services agreement between the Town and Vanessa Cantu for a not to exceed amount of \$20,000 for Museum Registrar and related services.
- B. Waive the requirements of Section 5.1 & 5.2 of the Town's standard professional services agreement, and authorize the Deputy Town Manager and Town Attorney to execute the agreement and make any additional non-substantive changes as needed.
- C. Approve an offsetting budget amendment in the amount of \$13,000 by recognizing \$13,000 in Museum Donations Revenue, and appropriating \$13,000 in Professional Services Expenditures.

Council Member Leone seconded. Motion carried 5-0 on a voice vote.

**Item 9- 2013-14 Youth Commission Appointments and Introductions**

Administrative Services Director Yakimow presented the staff report regarding the appointment of applicants to the 2013-14 Youth Commission. To date, 13 applications from candidates seeking appointment to the 2013-14 have been received. Applicants include Aaron Ahmadi, Hannah Bogue, Tommy Bracamonte, London Caldwell, Tyler Geeson, Francisco Gonzalez, Miranda Green, Rachel Green, Harmony Hayes, Shawn Idnani, Nathan Lafferty, Kaylin Moffitt, and Blake Rowe.

Recreation Supervisor Sue Earnest introduced the applicants to the Town Council.

Fritz Koenig, Yucca Valley spoke regarding the responsibility of the Youth Commissioners.

Margo Sturges, Yucca Valley commented on the selection process of the Youth Commissioners.

Mayor Abel briefly explained the application process includes the application, an essay and two letters of recommendation.

Mayor Pro Tem Lombardo moved to appoint the applicants recommended by the Parks, Recreation and Cultural Commission to the 2013-14 Youth Commission, and authorize the Parks, Recreation and Cultural Commission to review future applications and make subsequent appointments on behalf of the Council.

Council Member Huntington seconded. Motion carried 5-0 on a voice vote.

**PUBLIC HEARING**

**10. Development Code Amendment, DCA-06-13; Draft Development Code Article 4; Permit Procedures**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 9, YUCCA VALLEY DEVELOPMENT CODE, BY ADOPTING ARTICLE 4, CHAPTERS 9.60 THROUGH 9.77, PERMIT PROCEDURES AND REPEALING SECTIONS 83.010105 THRU 83.0103.15, SECTIONS 83.010325 THRU 83.010335, SECTION 83.010505, SECTIONS 83.020105 THRU 83.020210, SECTIONS 83.030805 THRU 83.030855, SECTIONS 83.030145 THRU 83.030175, SECTIONS 83.030205 THRU 83.030230, SECTIONS 83.030310 THRU 83.030325, SECTION 83.030405, SECTION 83.030505, SECTION 83.030605 SECTIONS 83.030705 THRU 83.030765, SECTIONS 83.030905 THRU 83.030955 OF DIVISION 3 OF TITLE 8 FROM THE YUCCA VALLEY DEVELOPMENT CODE AND SECTIONS 41.151 THRU 41.1569 FROM CHAPTER 15, DIVISION 1 TITLE 4 OF THE YUCCA VALLEY MUNICIPAL CODE.

Deputy Town Manager Stueckle presented the staff report regarding Development Code Amendment, DCA-06-13; Draft Development Code Article 4; Permit Procedures. As part of the Development Code Update project, the Planning Commission reviewed Article 4 at its meetings of April 9, 2013, and August 13, 2013. Article 4 establishes procedures for processing applications including, but not limited to, General Plan Amendments, Development Code Amendments, Conditional Use Permits, Site Plan Reviews, and all other land use permits issued by the Town.

Deputy Town Manager Stueckle stated that there are sections of Article 4 that are not included as the Planning Commission has not completed a review of certain areas. Stueckle continued by

reviewing the recommended changes between the Town's current Development Code and the proposed version. Stueckle read the Ordinance Title.

Mayor Abel opened the public hearing.

Fritz Koenig, Yucca Valley questioned the title of the ordinance and would like to see a clear summary or redline version for the public to view. Koenig also stated that all decisions made under Article 4 should be appealable.

Margo Sturges, Yucca Valley spoke of the lack of redline changes available to the public. Council Member Rowe commented that she had met with Deputy Town Manager Stueckle prior to the meeting and asked for some of these changes to be presented tonight. Rowe continued by thanking the Planning Commission for their tremendous job and agreed that a redline version may have been beneficial.

Council Member Leone commented that he reviewed the document prior to the meeting with staff and understands the recommended changes. Leone continued by commenting on the document and stated that the Town Council should be the final approval authority.

Council Member Huntington expressed that the necessary changes were relatively minor and likes the flexibility in the document. Huntington commented on stamped page 137, regarding notifications. The State requires 300 feet, but believes it is important that the director could change this if the project may affect a greater number than those within the 300 foot radius.

Deputy Town Manager Stueckle that though the ordinance presentation seemed complicated, the introduction of the ordinance can continue as long as there were no other topics included that would require an additional introduction. No new topics were brought forward during the hearing this evening. Before the second reading, a redline version of the document will be available for review and if there are any requested changes, they can be discussed at the second adoption reading. This was confirmed as appropriate by Town Attorney, Lona Laymon.

Council Member Rowe voiced her agreement that the Town Council should be the final review authority, especially with Home Occupancy Permits. Items brought forward to the Planning Commission should be appealable to the Town Council.

Mayor Abel voiced concern with defined notification areas which may need to be flexible according to the scope of the project.

Margo Sturges, Yucca Valley commented in agreement with Rowe and Leone that the Town Council should be the final authority and also spoke on notification procedures.

Fritz Koenig, Yucca Valley spoke on notification areas.

Mayor Abel closed the public hearing.

Mayor Pro Tem Lombardo moved to:

- A. Find that the project is exempt from CEQA in accordance with Section 15061 (b)(3) of the California Environmental Quality Act. The proposed amendment to revise the Town’s Permitting Procedures regulations has no potential to impact the environment. The proposed amendment does not alter the existing requirements that specific development projects must comply with the provisions of the California Environmental Quality Act. Development Code Amendment, DCA 06-03 meets the exemption criteria which states “that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA”.
- B. Introduces the Ordinance, and repeals Sections 83.010105 thru 83.0103.15, Sections 83.010325 thru 83.010335, Section 83.010505, Sections 83.020105 thru 83.020210, Sections 83.030805 thru 83.030855, Sections 83.030145 thru 83.030175, Sections 83.030205 thru 83.030230, Sections 83.030310 thru 83.030325, Section 83.030405, Section 83.030505, Section 83.030605 Sections 83.030705 thru 83.030765, Sections 83.030905 thru 83.030955 of Division 3 of Title 8 from the Yucca Valley Development Code and Sections 41.151 thru 41.1569 from Chapter 15, Division 1 Title 4 of the Yucca Valley Municipal Code.

Council Member Rowe seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**DEPARTMENT REPORTS**

**11. Paradise Park Playground Equipment Improvement – Town Project No. 8947; Resolution No. 13-34; Notice Inviting Bids**

Town Engineer Qishta presented the staff report explaining the necessary park improvements for ADA compliance. The playground equipment project at Paradise Park includes the replacement of the existing playground equipment, as well as replacing the existing sand with wood chips for ADA access. Approximately \$125,000 in CDBG funds has been allocated for the project.

Margo Sturges, Yucca Valley commented on the scope of the Paradise Park project.

Richard Harwin, Yucca Valley questioned the life span of playground equipment.

Mayor Abel inquired on the possible monetary value of the old park equipment.

Council Member Leone spoke of the importance of safe playground surface areas.

Council Member moved to Adopt Resolution No. 13-34, approve the Plans and Specifications, and authorize the Town Clerk to advertise and receive bids for the Paradise Park Playground Equipment Improvement Project. Council Member Leone seconded. Motion carried 5-0 on a voice vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**12. Questar Southern Trails Pipeline Oil Conversion Project**

Deputy Town Manager presented the staff report, including background information on the Questar Pipeline project. Two proposed alternate routes and the impact on the community was discussed.

Edward Vallerand, Twentynine Palms spoke in opposition of the pipeline traversing through the Morongo Basin.

Claudia Sall, Pioneertown spoke in opposition to the project and inquired as to why a link to the proposed Questar Pipeline project was on the Town's website.

Meg Foley, Morongo Valley spoke in opposition of the proposed pipeline through the Morongo Basin.

Mayor Abel clarified that the link on the Town's website was for informational purposes only and was not stating a specific stance on the project.

Deputy Town Manager Stueckle stated the Town Council will be informed of any Town contact with Questar in the future.

Mayor Pro Tem Lombardo moved to receive the report regarding Questar Southern Trails Pipeline Oil Conversion Project. Council Member Rowe seconded. Motion carried 5-0 on a voice vote.

**PUBLIC COMMENT**

Fritz Koenig, Yucca Valley spoke regarding a recent Request for Public Records.



Richard Harwin, Yucca Valley commented on the Town Council seating arrangement.

### STAFF REPORTS AND COMMENTS

Administrative Services Director Yakimow updated the Town Council on the recent Oversight Board action in concurrence with Successor Agency's action regarding the Long-Term Property Management Plan.

Deputy Town Manager Stueckle thanked the Town Council and the Planning Commission for their input throughout the Development Code Update process.

Deputy Town Manager Stueckle suggested the need for a short-term sub-committee to meet with property owners regarding consent item #6 discussed this evening.

### MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

13. Council Member Leone thanked the General Plan Advisory Committee for their diligent work and welcomed the Youth Commissioners.
14. Council Member Rowe welcomed the new Youth Commissioners and thanked the General Plan Advisory Committee and Planning Commission for their hard work in updating the Town's General Plan.
19. Council Member Huntington expressed his appreciation to the Museum staff for the new exhibit being shown and commended the Town's road crew for a fantastic job responding after the recent storm activity.
20. Mayor Pro Tem Lombardo welcomed the Youth Commissioners and stated his appreciation to the General Plan Advisory Committee and Planning Commission for their commitment in updating the Town's General Plan into a comprehensive, easier to use document.
21. Mayor Abel also thanked the General Plan Advisory Committee and was pleased to see the diverse group work so well together in producing a quality document.

### ANNOUNCEMENTS

The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, October 1, 2013 at 6:00 pm, in the Yucca Room of the Yucca Valley Community Center.

**ADJOURNMENT**

With no further business, Mayor Abel adjourned the meeting at 8:50 p.m.

Respectfully Submitted,

Lesley Copeland, CMC  
Town Clerk

DRAFT

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
Alex Qishta, Project Engineer  
**Date:** October 30, 2013  
**For Council Meeting:** November 5, 2013

**Subject:** Resolution No. 13-

Grant of Easement to the Public for Street and Utility Purposes approximately  
0.40 Acres for Right of Way Line of Antelope Trail.

**Prior Council Review:** There has been no prior Council Action on this item

**Recommendation:** That the Town Council approves the granting of an easement to the public for street and utility purposes for Antelope Trail, as described in Attachment "A" to this staff report, and authorizes the Mayor to sign the grant of easement, and directs the Town Clerk to record the easement with the San Bernardino County Recorder's Office.

**Executive Summary:** The Streets and Highways Code permits the Town to grant a street easement only upon a finding supported by substantial evidence that the easement is no longer needed for vehicular traffic and that the street is unnecessary for present or prospective public use.

**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:** Public agencies are required to obtain right-of-way or easements for construction of public improvements including roadways, flood control facilities and other public works improvements.

Antelope Trail is held in fee title by the Town of Yucca Valley. As such, no easements exist for the placement of utility company facilities or other infrastructure commonly located within public streets.


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Reviewed By:

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

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

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

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

---

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

The granting of the easement allows for standard public street and utility programs to occur within that portion of Antelope Trail.

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

**Fiscal impact:** NA

**Attachments:** Resolution No.13-  
Exhibit "A" Legal Description and Map

RESOLUTION NO. 13-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
YUCCA VALLEY, CALIFORNIA, APPROVING THE GRANT OF EASEMENT AS  
IDENTIFIED IN THE ATTACHED LEGAL DESCRIPTION

WHEREAS, The Streets and Highways Code permits the Town to grant a street easement only upon a finding supported by substantial evidence that the easement is needed for vehicular traffic and public utility purposes and that the street is necessary for present or prospective public use. and;

WHEREAS, Public agencies are required to obtain right-of-way or easements for construction of public improvements including roadways, flood control facilities and other public works improvements.

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

**SECTION 1:** The Town Council approves the granting of an easement to the public for street and public utility purposes, and authorizes the Mayor to sign the grant of easement.

**SECTION 2:** The Town Clerk is directed to cause a copy of this Resolution to be Recorded with the San Bernardino County Office of the Recorder.

PASSED, APPROVED AND ADOPTED THIS 5<sup>th</sup> day of November, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

This is to certify that the easement offered by this instrument is hereby acknowledged and consent is hereby given for the recordation hereof by the undersigned officer/agent on behalf of the Town Council of the Town of Yucca Valley, County of San Bernardino, State of California, pursuant to authority conferred by a resolution of said Council which was adopted on October 7, 1993 in accordance with Ordinance No. 3 of the Town of Yucca Valley Code.

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

By: \_\_\_\_\_  
SHANE R. STUECKLE, Acting Town Manager

WHEN RECORDED MAIL TO:  
Barbara Noble  
Town of Yucca Valley  
58928 Business Center Dr.  
Yucca Valley, CA 92284

APN: 595-361-021

### GRANT OF EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged,

The Town of Yucca Valley, a municipal corporation

hereby GRANT(S) to the Town of Yucca Valley, a municipal corporation

and the public in general and those public utilities authorized to provide service,

an easement for street and public utility purposes across the real property in the Town of Yucca Valley, County of San Bernardino, State of California, described as:

SEE ATTACHED EXHIBIT "A" and "B"

TOWN OF YUCCA VALLEY

By: \_\_\_\_\_  
SHANE R. STUECKLE, Acting Town Manager

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss. \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**EXHIBIT "A"**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, IN THE TOWN OF YUCCA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 30 OF TRACT 6501 AS SHOWN IN MAP BOOK 83, PAGES 96 THROUGH 98, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF ANTELOPE TRAIL;

THENCE NORTH  $20^{\circ}25'16''$  WEST 60.00 FEET TO THE NORTHERLY RIGHT OF WAY OF ANTELOPE TRAIL AS SHOWN ON SAID TRACT 6501;

THENCE NORTH  $69^{\circ}32'39''$  EAST 58.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 53.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE 29.42 FEET THROUGH A CENTRAL ANGLE OF  $31^{\circ}48'33''$  TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 8.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH  $50^{\circ}26'50''$  E;

THENCE NORTHERLY ALONG SAID CURVE 10.71 FEET THROUGH A CENTRAL ANGLE OF  $76^{\circ}42'16''$ ;

THENCE NORTH  $37^{\circ}09'06''$  WEST 3.70 FEET;

THENCE NORTH  $50^{\circ}30'12''$  EAST 41.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 63.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH  $50^{\circ}30'12''$  WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE 43.06 FEET THROUGH A CENTRAL ANGLE OF  $39^{\circ}09'52''$ ;

THENCE SOUTH  $78^{\circ}39'40''$  EAST 7.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 300.00 FEET;

THENCE EASTERLY ALONG SAID CURVE 115.33 FEET THROUGH A CENTRAL ANGLE OF  $22^{\circ}01'36''$ ;

THENCE NORTH 79°18'44" EAST 145.90 FEET;

THENCE SOUTH 07°14'26" WEST 35.91 FEET;

THENCE SOUTH 79°18'44" WEST 109.69 FEET;

THENCE NORTH 86°58'07" WEST 113.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 77°21'02" EAST;

THENCE SOUTHERLY ALONG SAID CURVE 18.76 FEET THROUGH A CENTRAL ANGLE OF 21°29'39";

THENCE NORTH 84°25'59" WEST 30.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET;

THENCE WESTERLY ALONG SAID CURVE 14.51 FEET THROUGH A CENTRAL ANGLE OF 55°25'55" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 171.77 FEET;

THENCE WESTERLY ALONG SAID CURVE 87.91 FEET THROUGH A CENTRAL ANGLE OF 29°19'18";

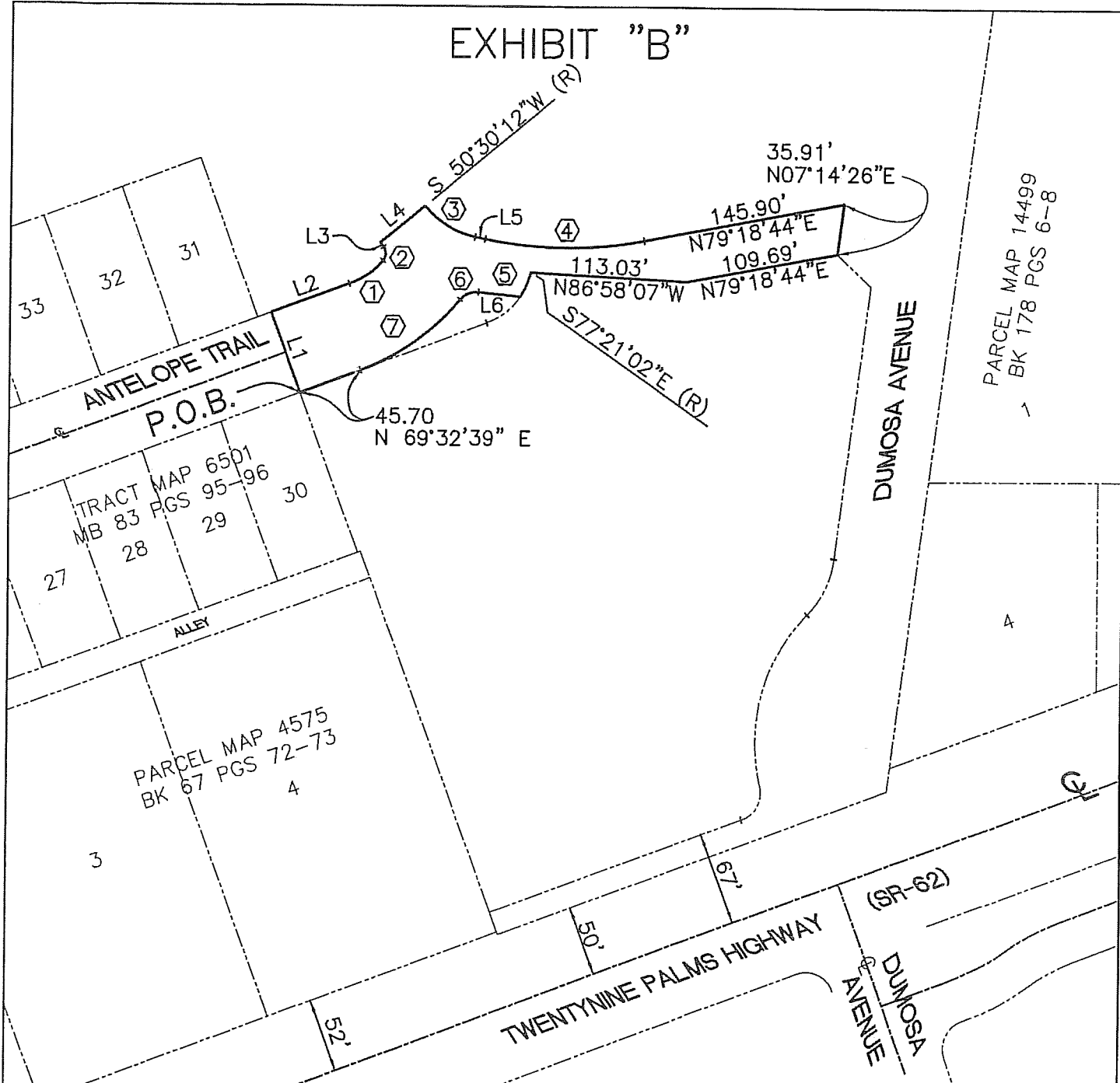
THENCE SOUTH 69°32'39" WEST 45.70 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.40 ACRES, MORE OF LESS.





# EXHIBIT "B"



LINE TABLE

	BEARING	LENGTH
L1	N 20°25'16" W	60.00'
L2	N 69°32'39" E	58.81'
L3	N 37°09'06" W	3.70'
L4	N 50°30'12" E	41.18'
L5	N 78°39'40" W	7.75'
L6	N 84°25'59" W	30.32'



SCALE: 1"=100'

CURVE DATA

⬡	DELTA	RAD.	LEN.
1	31°48'33"	53.00'	29.42'
2	76°42'16"	8.00'	10.71'
3	39°09'52"	63.00'	43.06'
4	22°01'36"	300.00'	115.33'
5	21°29'39"	50.00'	18.76'
6	55°25'55"	15.00'	14.51'
7	29°19'18"	171.77'	87.91'



*Noel Owsley* 10.29.13  
 NOEL OWSLEY, L.S. DATE  
 L.S. 6972; EXP. 9/30/15

**NRO Engineering**  
 ENGINEERING SURVEYING

41-555 Cook St., #1-100 Palm Desert, California 92260 (760) 346-3250

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Jessica Rice, Administrative Assistant III
Date: October 31, 2013
For Council Meeting: November 5, 2013

Subject: FY 2013 Homeland Security Grant Program Purchases

Prior Council Review: None.

Recommendation: That Town Council authorizes Town Staff to solicit informal bids from three vendors for the purchase of a portable solar message board using the FY 2013 Homeland Security Grant Program (HSGP) funds, and to waive the informal bidding procedures finding that the established procedures (Chapter 3.12) would be impractical for this purchase.

Order of Procedure:

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

Discussion: The Town received notification of availability of \$11,544 in Federal funds as part of the FY 2013 cycle of the Homeland Security Grant Program (HSGP). These funds are made available to cities and counties for qualified projects that meet the Federal and County guidelines related to emergency planning, preparation and related equipment.

With a project budget of \$11,544, normal purchasing guidelines would require the Town to proceed with a formal bid procedure, including notice of bid, advertising, and specified response periods. Because of the compressed grant timelines, and the relatively specialized equipment required, Town staff is confident that objective and competitive bids can be acquired through the informal bid process. This process would require that the Town solicit at least three bids in writing from local and/or regional vendors. However, the informal bid process will provide Town staff with the flexibility to meet the grant program's timeframe. Town Code allows for the Council to waive the formal bidding procedures when it is found that they would be inefficient, impractical and unnecessary in the current situation.

Reviewed By:

Handwritten signatures and lines for Town Manager, Town Attorney, Mgmt Services, and Dept Head.

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

**Alternatives:** None recommended

**Fiscal impact:** The project budget is estimated to approximate the grant award of \$11,544. Any additional funds beyond the awarded grant funds needed for the purchase are anticipated to be minor and will be available through the adopted FY 13/14 budget.

**Attachments:** None

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Administrative Services Director  
Jerry McPheeters, Facility Maintenance Supervisor  
**Date:** October 31, 2013  
**For Council Meeting:** November 5, 2013

**Subject:** Approval of a Town-wide HVAC Service Agreement

**Prior Council Review:** This professional services agreement is reviewed annually. There have been no significant changes in the scope or terms of the agreement over the past three years.

**Recommendation:** That the Town Council approves an expanded professional services agreement providing Town-wide Heating, Ventilation and Air Conditioning (HVAC) maintenance, with Honeywell Building Solutions through June 30, 2016, subject to annual budgetary authorization.

**Summary:** In 1993, the Town of Yucca Valley entered into a ten-year agreement with Honeywell Business Solutions for the maintenance of the HVAC equipment in the Town's Community Center complex. Following the original term, the agreement has continued on a year-to-year basis. Staff recommendation is for the approval of an expanded professional services agreement for continuation of the service through June 2016, at an annual amount of approximately \$37,000.

**Order of Procedure:**

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

**Discussion:** The Town of Yucca Valley has been party to a maintenance agreement for Community Center HVAC mechanical systems with Honeywell Business Solutions since 1993. With the exception of the replaced components and the recently replaced Library main unit, the HVAC equipment in buildings at the Community Center complex is original equipment installed in the early 1970's. Specific knowledge of, and experience with, the equipment and ducting in these buildings is important in order to provide proper system maintenance and to expedite solutions to problems. Through the agreement, Honeywell has provided satisfactory service and response to maintenance issues.


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Reviewed By:

  
Town Manager

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

  
Admin Services

  
Dept Head

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Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

The proposed professional services agreement is an expansion and revision of the prior agreement in place through June 30, 2013. The proposed agreement makes the following modifications to the prior agreement:

1. Covers all HVAC equipment at all Town facilities with the exception of the replacement animal shelter. Prior agreement only covered equipment at the Community Center complex.
2. Covers the replacement of serviceable components and parts that have been found to be defective or failed. Prior agreement was for maintenance only, and not parts or materials.
3. Agreement is provided in conjunction with Southern California Edison's HVAC Optimization Program to assist in efficiency maximization of all Town HVAC assets.
4. Term of the agreement is for a three-year period, subject to annual budgetary appropriation.
5. Cost of the agreement is \$41,546 in year one and includes a 2% escalator in years 2 and 3. The Town will receive a total of \$15,000 in rebate awards from Southern California Edison over the course of the agreement, netting the annual cost to approximately \$37,000. The prior agreement cost was \$25,000 annually.

Historical Summary of HVAC Costs

The following table identifies direct costs associated with HVAC maintenance and repair over the past six years along with a projection for the current fiscal year:

Expenditure Type	Proposed						
	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14
Honeywell Service Contract	23,000	23,500	24,000	25,000	25,000	25,000	36,564
Staff Time - non-covered units	5,000	5,000	5,000	5,000	5,000	5,000	250
Honeywell Non Contract Cost	19,155	3,090	3,092	6,185	472	9,000	1,000
Harrison	7,426	3,761	235	852	7,215	13,313	-
Paul's Air Conditioning & Heating	-	4,975	-	6,100	6,700	-	-
<b>Totals</b>	<b>54,581</b>	<b>40,326</b>	<b>32,327</b>	<b>43,136</b>	<b>44,388</b>	<b>52,313</b>	<b>37,814</b>

Additionally, the proposed service agreement will allow staff to ensure that adequate maintenance schedules, activities and adjustments are done on a regular and routine basis for all of the various Town HVAC units. Finally, it will cover the majority of repair costs previously paid for by the Town outside of the scope of prior maintenance agreements.

**Alternatives:** Pay all maintenance costs directly to vendors as individual service calls; continue with the limited professional services agreement as in prior years, and pay as you go for necessary repairs.

**Fiscal impact:** The first year agreement amount will be accommodated by the adopted FY 2013-14 budget. The adopted budget includes provision of \$25,000 for service agreements, and the remaining \$17,000 will be funded through a transfer in maintenance budget resulting from a reduction in anticipated repair costs. The Town will receive a rebate of \$15,000 in efficiency incentives, paid in four equal installments over the three-year term of the agreement, netting the annual contract costs to approximately \$37,000.

**Attachments:** Proposed Honeywell Building Solutions Agreement

# Honeywell Building Solutions

## SERVICE AGREEMENT

Project Name:

Proposal Number: 921-0000130703

Date:

Agreement Number: 921-40100364

(PROVIDER)

(CUSTOMER)

Honeywell Building Solutions  
22 Centerpointe Dr. #100

Town of Yucca Valley  
57090 29 Palms Hwy

La Palma, CA 90623

Yucca Valley, CA 92284

Service Location Name: Various Locations

Service Location Address: Various Locations

Scope of Work: HONEYWELL HBS shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- |   |   |
|---|---|
| <input type="checkbox"/> Preferred Temperature Control Services               | <input type="checkbox"/> Site Services  |
| <input type="checkbox"/> Flex Temperature Control Services                    | <input type="checkbox"/> Honeywell Energy Analysis Reporting                    |
| <input type="checkbox"/> Preferred Automation Maintenance Services            | <input checked="" type="checkbox"/> Air Filter Services                         |
| <input type="checkbox"/> Flex Automation Services                             | <input type="checkbox"/> Water Treatment Services                               |
| <input type="checkbox"/> Preferred Fire Alarm Maintenance Services            | <input type="checkbox"/> Critical Parts Stocking                                |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services                 | <input type="checkbox"/> Thermography Services                                  |
| <input type="checkbox"/> Preferred Security System Inspect Services           | <input type="checkbox"/> Emergency Generator Services                           |
| <input type="checkbox"/> Flex Security System Services                        | <input type="checkbox"/> In Suite Services                                      |
| <input checked="" type="checkbox"/> Preferred Mechanical Maintenance Services | <input type="checkbox"/> Remote Monitoring/Radionics                            |
| <input type="checkbox"/> Flex Mechanical Maintenance Services                 | <input type="checkbox"/> Indoor Air Quality Auditing Services                   |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services   | <input type="checkbox"/> Service Management Software                            |
| <input type="checkbox"/> EBI Services   | <input type="checkbox"/> FM Worksite  |
| <input type="checkbox"/> Online Services                                      | <input checked="" type="checkbox"/> Other/Special Provisions - SCE Optimization |
| <input type="checkbox"/> Advanced Support                                     | <input type="checkbox"/> Honeywell Users Group                                  |

Contract Term: three (3) years from the Effective Date. Customer \_\_\_\_\_ Honeywell \_\_\_\_\_  
(INITIALS)

Contract Effective Date:

Price for Year 1: Forty-One Thousand Five Hundred and Sixty-four dollars, (\$41,564), (plus applicable taxes).

Payment Terms: quarterly

- Sales Tax will be invoiced separately       Use Tax is included in the Price       This sale is tax exempt

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature)

Name: Ty Carter  
Title: Account Executive  
Date: \_\_\_\_\_

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:

HONEYWELL BUILDING SOLUTIONS

CUSTOMER: (Town of Yucca Valley)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Preferred Mechanical Maintenance Services

1.1 **Scope** - HONEYWELL will maintain the mechanical systems, components, and hardware listed below:

1.2 **Preventive Maintenance** - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 **Component Replacements** - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 **Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- Continuous Emergency Service:**  
24 hours per day, seven days per week, federal holidays included
- Extended Hours Emergency Service:**  
12 hours per day, five days per week, federal holidays excluded.  
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- Regular Business Hours Emergency Service:**  
8.5 hours per day, five days per week, federal holidays excluded.  
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.5 **Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.6 **Honeywell ServicePortal** - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.



**ADDENDUM A**  
**(FOR PUBLIC ENTITIES)**

The following article is hereby incorporated and made a part of the above referenced Agreement as evidenced by the signatures affixed below:

**ARTICLE 8. Appropriations and Essential Use**

**8.1** CUSTOMER reasonably believes that sufficient funds can be obtained to make all payments for the initial term, as described in Paragraph 3.1. of the Agreement. CUSTOMER hereby covenants that it shall do all things lawfully within its power to obtain funds from which such payments may be made, including making provisions for such payments, to the extent necessary, in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is CUSTOMER'S intent to make the payments for the initial term if funds are legally available therefor and in that regard CUSTOMER represents that (a) the use of the Equipment and Services is essential to its proper, efficient and economic functioning or to the services that is provided to its citizens; (b) CUSTOMER has an immediate need for and expects to make immediate use of substantially all the Equipment and Services, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment and Services shall be used by CUSTOMER only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

**8.2.** In the event no funds or insufficient funds are appropriated and budgeted for the acquisition, retention or operation of the Equipment and Services under the Agreement, then CUSTOMER shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify HONEYWELL (and its assignee, if any) of such occurrence. The Agreement shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to CUSTOMER of any kind, except as to (i) the portions of the payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available, and (ii) CUSTOMER'S other obligations and liabilities under the Agreement relating to, accruing or arising prior to such termination. In the event of such termination, CUSTOMER agrees to peaceably surrender possession of any Equipment (provided by HONEYWELL under the Agreement) to HONEYWELL (or its assignee, if any) on the date of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by HONEYWELL, all at CUSTOMER'S expense. HONEYWELL (or its assignee, if any) may exercise all available legal and equitable rights and remedies in retaking possession of any Equipment provided by HONEYWELL under this Agreement.

**8.3** Notwithstanding the foregoing, CUSTOMER agrees (a) that if the Agreement is terminated in accordance with the preceding paragraph, CUSTOMER shall not purchase, lease or rent equipment which performs the same functions as, or functions taking the place of, those performed by the Equipment nor shall it contract for any services similar to or that take the place of the Services provided under the Agreement, and shall not permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by CUSTOMER for the balance of the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (b) that it shall not, during the initial term, give priority in the application of funds to any other functionally similar equipment or services.

**Except as expressly set forth in this Addendum, all of the terms and conditions of the Agreement remain in full force and effect.**

**List of Covered Equipment: Town Hall Complex**

Quantity	Description	Model Number	Location
1	Rheem RTU – 5 Tons	RJNL-A060CM	Rooftop
1	Rheem RTU – 5 Tons	RRNL-C060CK	Rooftop
1	Carrier RTU – BTU / 4 Ton	585HP048080	Rooftop
1	McQuay Condenser - 40 Tons	RCS045DYY	Ground Mount
1	Airfan AHU	KE3218	Ground Mount
2	Reznors	X250S2Y	Ground Mount
1	McQuay Condenser – 60 Tons	AHP060CD	Ground Mount
1	Airfan AHU (8 Zones)	KE3-317	Ground Mount
3	Reznors	XR250S2Y	Ground Mount
1	McQuay Condenser – 20 Tons	AHP-020CS	Ground Mount
1	Airfan AHU	KE3-117	Ground Mount
1	Reznor	X250S2Y	Ground Mount

**List of Covered Equipment: Senior Center**

Quantity	Description	Model Number	Location
1	Lennox RTU– 15 Ton	GCS11185376A	Rooftop / Split
2	Landmark IV- 4 Ton	HS 14-413V-IQ	Ground
2	Heater	C5-620	Ground

**List of Covered Equipment: Public Works Building A**

Quantity	Description	Model Number	Location
1	Lennox RTU – 4 Ton	GCS16-513	Rooftop / Split
1	Lennon RTU – 4 Ton	GCS16-414	Rooftop / Split
1	Lennon RTU – 4 Ton	GCS16-414	Rooftop / Split

**List of Covered Equipment: Paradise Park**

Quantity	Description	Model Number	Location
1	Rheem RTU - 5 Ton	RGPS-07NAMGR	Ground Mounted / Split

**List of Covered Equipment: Jacobs Park**

Quantity	Description	Model Number	Location
1	Rheem – 3 Ton	RRPL-B036JK06X	Rooftop/ Split

**List of Covered Equipment: California Welcome Center**

Quantity	Description	Model Number	Location
1	Carrier Split System – 7 1/2 Tons	38ARZ008	Ground Mount
1	Carrier Split System – 7 1/2 Tons	38AK-008	Ground Mount
1	Carrier Split System – 10 Tons	38AK-012	Ground Mount

## Financial Description

### Proposed New 3 Year Contract Amount

- Year (1) ..... \$ 41,564.00
- Estimated 3 years ..... \$ 124,833.00
- Less Rebate 3 years..... \$ 109,833.00

Does not include 2% escalation

### SCE HVAC Optimization Program

Estimate Rebate..... \$15,000.00

#### **Incentives:**

- Your Incentive is based on the HVAC units included in your Maintenance Agreement. Subsequent incentive payments are based on the number of HVAC units that continue to meet all eligibility requirements.
- The Incentive amounts are calculated based on the building and HVAC units' characteristics factors such as the size, age, economizers and number of HVAC units per Site, and documentation provided by you.
- HVAC Optimization energy efficiency measure(s) must be completely performed and fully operational within six (6) months to bring all applicable HVAC units to a minimum performance level from the date that the Maintenance Plan was created. SCE reserves the right to cease making Incentive payment(s), require the return of the total or prorated Incentive payments or terminate this Agreement if the Measure(s) and/or Treatment(s) are not completely installed and fully operational within six (6) months.
- SCE will make the applicable Incentive payment to the designated payee, in four installments, only after all required and/or requested documents have been submitted to, and approved by, SCE, and the appropriate inspection(s) of the Site have been completed in accordance with the rules set forth in the Program's policies and procedures.

## General Terms and Conditions

### 1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

### 2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 Tax-Related Cooperation. CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

### 3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary," "Confidential," or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unclassified basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which will not be unreasonably withheld. Honeywell may, during and after the term of this Agreement, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with this Agreement. The rights and obligations in this Section 3 shall survive termination of this Agreement.

### 4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to issue or self-insure any of the insurance coverages listed below:

- a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/glob/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

## 5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS, THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

5.6 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

## 6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, or from fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this Agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

6.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

6.3 Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

## 7. INDEMNITY

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell is not responsible for any settlement without its written consent. Honeywell is not liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

## 8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE, INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF A PORTION OF THE SERVICES INVOLVES THE INSTALLATION AND/OR MAINTENANCE OF SYSTEMS ASSOCIATED WITH SECURITY AND/OR THE DETECTION OF AND/OR REDUCTION OF RISK OF LOSS ASSOCIATED WITH FIRE, HONEYWELL'S TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THIS AGREEMENT.

## 9. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of any equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

## 10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

## 11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

## 12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

## 13. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed in material alteration of these terms and shall not be a part of any resulting order.

#### 14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

#### 15. COVERAGE

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed chlorofluorocarbon (CFC) based refrigerants not otherwise required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

#### 16. TERMS OF PAYMENT

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit quarterly invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 Price Adjustment. Honeywell may annually adjust the amounts charged for the Services provided.

#### 17. TERMINATION

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 Cancellation - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

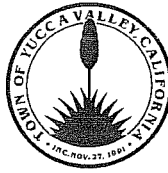
#### 18. DEFINITIONS

18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, treads, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

18.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.



## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council

**From:** Curtis Yakimow, Director of Administrative Services  
Sharon Cisneros, Senior Accountant

**Date:** October 30, 2013

**For Council Meeting:** November 5, 2013

**Subject:** Budget Report for the Quarter Ending September 30, 2013

**Recommendation:** Receive and file the FY2013-14 First Quarter Budget Report

**Order of Procedure:**

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

**Discussion:** The attached report summarizes the Town's General Fund fiscal performance through the first quarter of the current fiscal year. As indicated in the report, the Town's fiscal performance for the first quarter is in line with the levels included in the FY 2013-14 budget as amended for carry forwards on September 17, 2013. Revenue and expenditures are tracking in line with the FY 2013-14 amended budget. Although expenditures track evenly throughout the fiscal year, revenues are normally received later in the year.

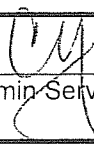
At this time, the Town does not expect actual annual fiscal results to vary significantly from the financial plan incorporated in the Fiscal Year 2013-14. As trends become more fully developed in the year, there may be more than a minimal impact on the projected annual revenues, expenditures and fund balance.


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Reviewed By:

  
Town Manager

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

  
Admin Services

  
Finance

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Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

**Alternatives:** None.

**Fiscal impact:** The Town's first quarter results are currently generally aligned with the financial plan incorporated in the FY 2013-14 amended budget.

**Attachments:**

First Quarter FY 2013-14 Budget Report



*Town of Yucca Valley*  
First Quarter Budget Report  
Fiscal Year 2013-14

September 30, 2013



**Town of Yucca Valley**  
 First Quarter Budget Report  
 Fiscal Year 2013-14

**Quarterly Financial Highlights**

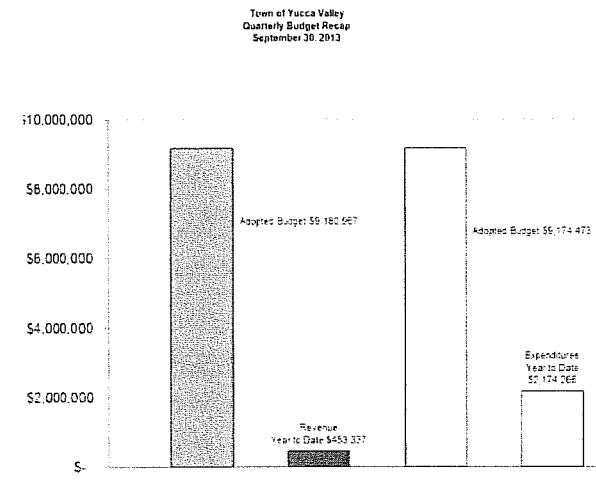
**Revenues**

- Sales and Use tax decreased from prior year due to a change in accounting which resulted in additional taxes being accrued at end of last fiscal year.

- Property tax revenues are generally not received until after the first quarter of the fiscal year.
- Community development revenues decreased from prior year by over 30% due to a reduction in administrative citation fines received.

**Expenditures**

- Salaries and benefit expenditures increased from prior year by over 35% reflecting one time employment related costs. The impact of these charges will decrease over the remainder of the year.
- Major non-personnel expenditure remains Contract safety, accounting for 40% of 1Q expenditures, or \$887,608.
- Other expenditure categories remain in line for the quarter reflecting typical even expenditure patterns throughout the fiscal year.



**Upcoming Financial Events**

- **November**
- Continued advances and apportionments of Sales & Use and Vehicle License Fee tax revenues.

**December**

- Presentation of the FY 2012-13 Comprehensive Annual Financial Report
- First major receipts of FY 2013-14 Property tax revenues.
- Continued advances and apportionments of Sales & Use and Vehicle License Tax revenues.

**Town of Yucca Valley**

**General Fund Revenues and Expenditures  
First Quarter Budget Report**

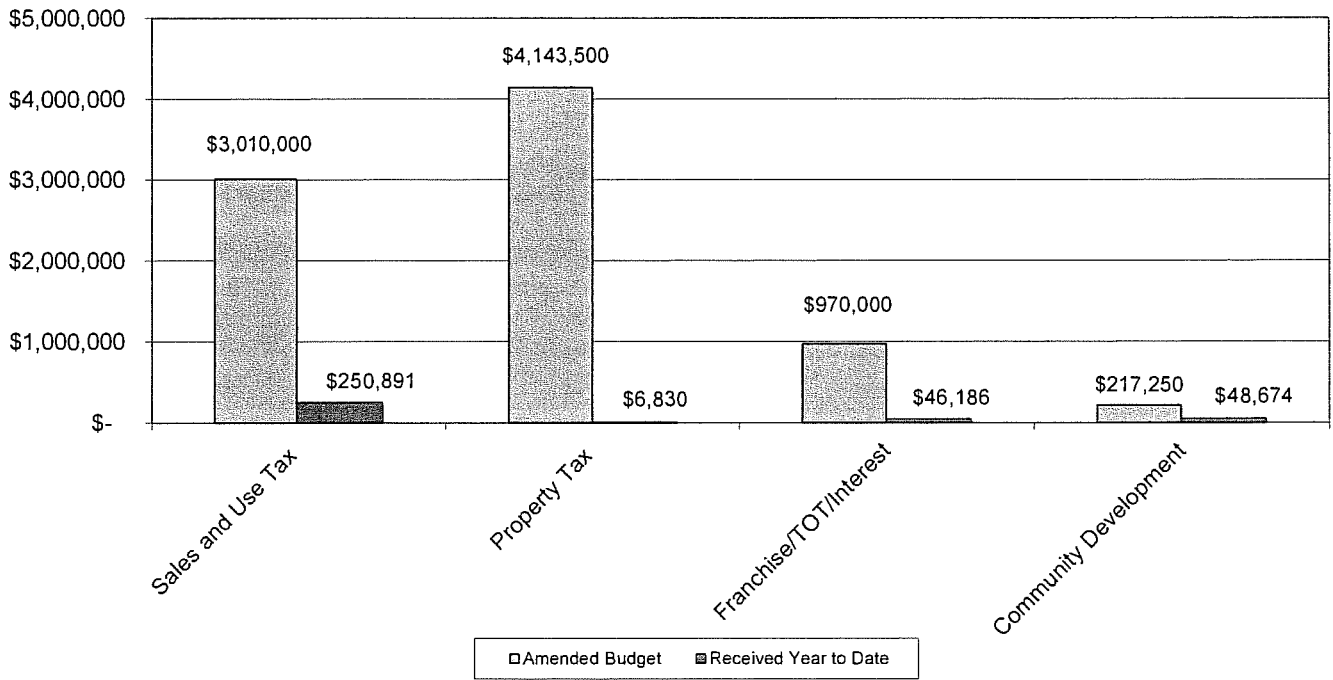
September 30, 2013

	Prior Year FY 2012-13			Current Year FY 2013-14		
	Amended Budget	Revenue Year to Date	% of Budget	Amended Budget	Revenue Year to Date	% of Budget
<b>REVENUES</b>						
Sales and Use Tax	\$ 3,100,000	\$ 393,951	12.71%	\$ 3,010,000	\$ 250,891	8.34%
Property Tax	4,074,000	-	0.00%	4,143,500	6,830	0.16%
Franchise/TOT/Interest	1,008,500	60,256	5.97%	970,000	46,186	4.76%
Community Development	459,000	73,308	15.97%	217,250	48,674	22.40%
Community Services	587,000	71,181	12.13%	620,500	64,809	10.44%
Administrative/Other	251,800	40,564	16.11%	219,717	35,947	16.36%
<b>Total Revenues</b>	<b>\$ 9,480,300</b>	<b>\$ 639,260</b>	<b>6.74%</b>	<b>\$ 9,180,967</b>	<b>\$ 453,337</b>	<b>4.94%</b>
<b>EXPENDITURES</b>						
Personnel Services	\$ 3,414,963	\$ 839,557	24.58%	\$ 2,894,587	\$ 866,956	29.95%
Contract Safety	3,600,711	857,989	23.83%	3,738,000	887,608	23.75%
Operating Supplies and Services	2,108,110	471,234	22.35%	2,049,986	388,546	18.95%
Partnerships	109,000	45,650	41.88%	54,500	13,500	24.77%
Capital Projects	15,000	19,981	133.21%	437,400	17,656	4.04%
<b>Total Expenditures</b>	<b>\$ 9,247,784</b>	<b>\$ 2,234,411</b>	<b>24.16%</b>	<b>\$ 9,174,473</b>	<b>\$ 2,174,266</b>	<b>23.70%</b>

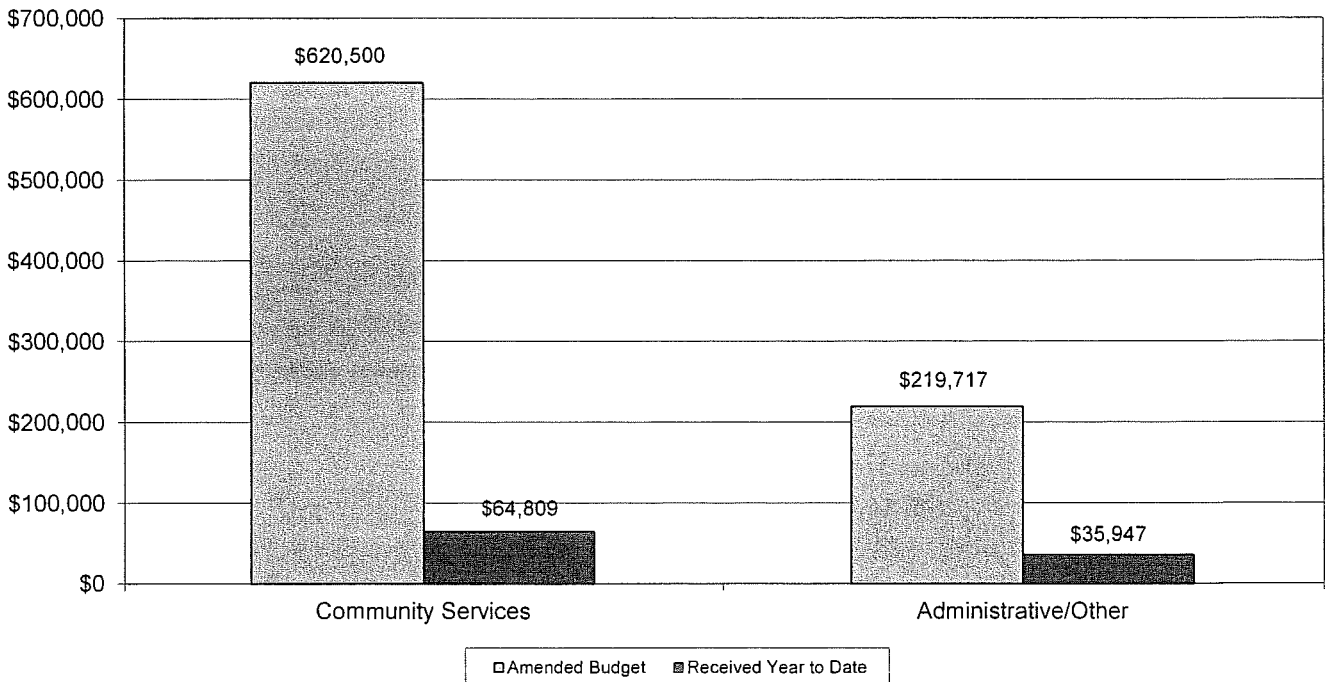
Notes

1. Personnel services actual in FY2013-14 includes one time employment related charges.
2. Amended budget reflects FY2012-13 carryover amounts approved 9/17/13.

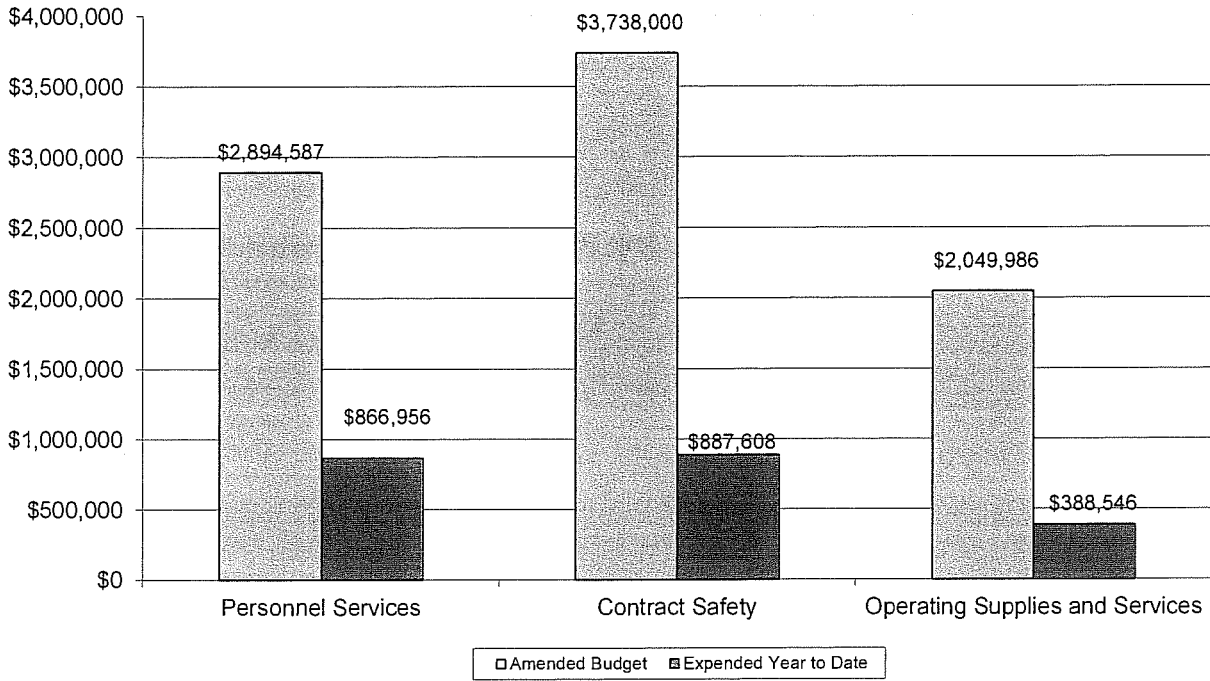
**Town of Yucca Valley  
Major Revenue Sources  
September 30, 2013**



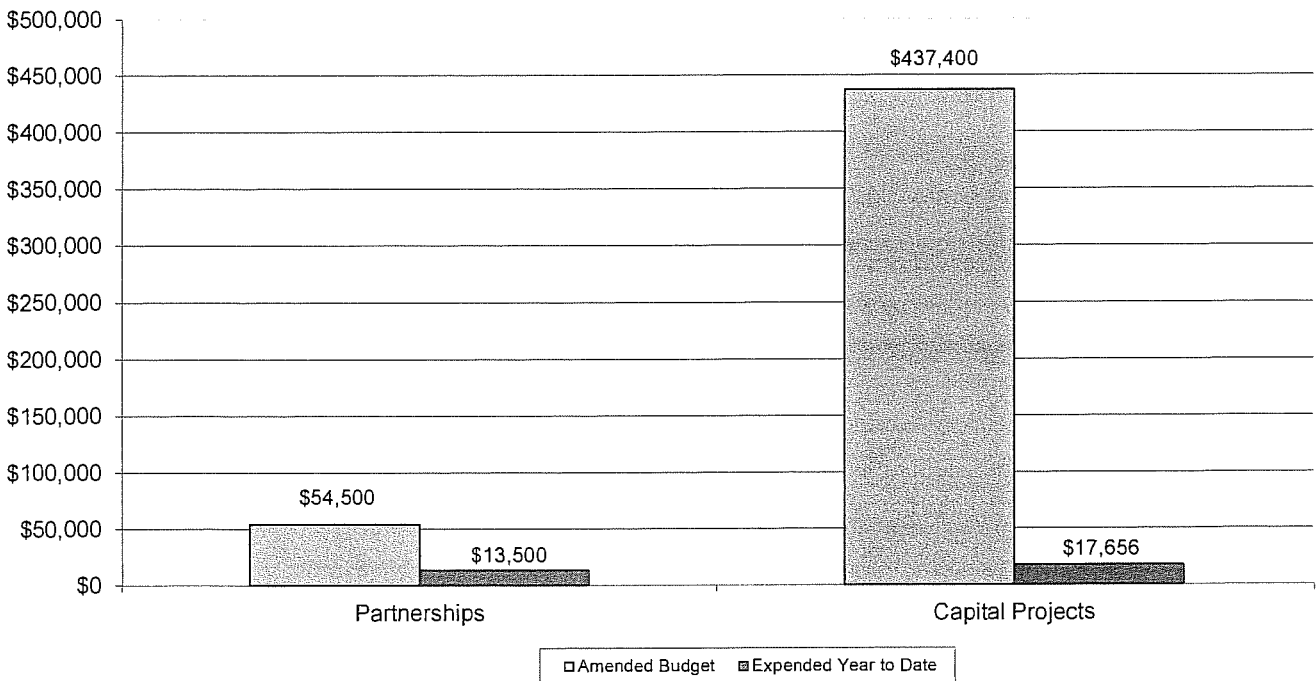
**Town of Yucca Valley  
Other Revenue Sources  
September 30, 2013**

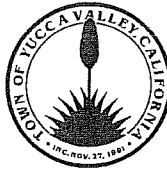


**Town of Yucca Valley  
Major Expenditure Categories  
September 30, 2013**



**Town of Yucca Valley  
Other Expenditure Categories  
September 30, 2013**





## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council

**From:** Curtis Yakimow, Director of Administrative Services  
Sharon Cisneros, Senior Accountant

**Date:** October 28, 2013

**For Council Meeting:** November 5, 2013

**Subject:** Treasurer's Report for the Quarter Ending September 30, 2013

**Recommendation:** Receive and file the Treasurer's Report for the first quarter of FY 2013-14.



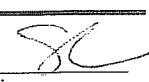
**Order of Procedure:**

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

**Discussion:** The investment policy and Town Code of the Town of Yucca Valley requires that quarterly Treasurer's reports be filed with the Town Council. The attached Treasurer's Report is for the 1st Quarter of FY 2013-14, and reflects the composition, value, yield and maturity of the Town's investment portfolio.

**Attachments:** Treasurer's report 1st quarter FY2013-14

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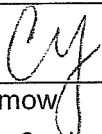
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<input checked="" type="checkbox"/> Department Report	<input type="checkbox"/> Ordinance Action	<input checked="" type="checkbox"/> Resolution Action	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/>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

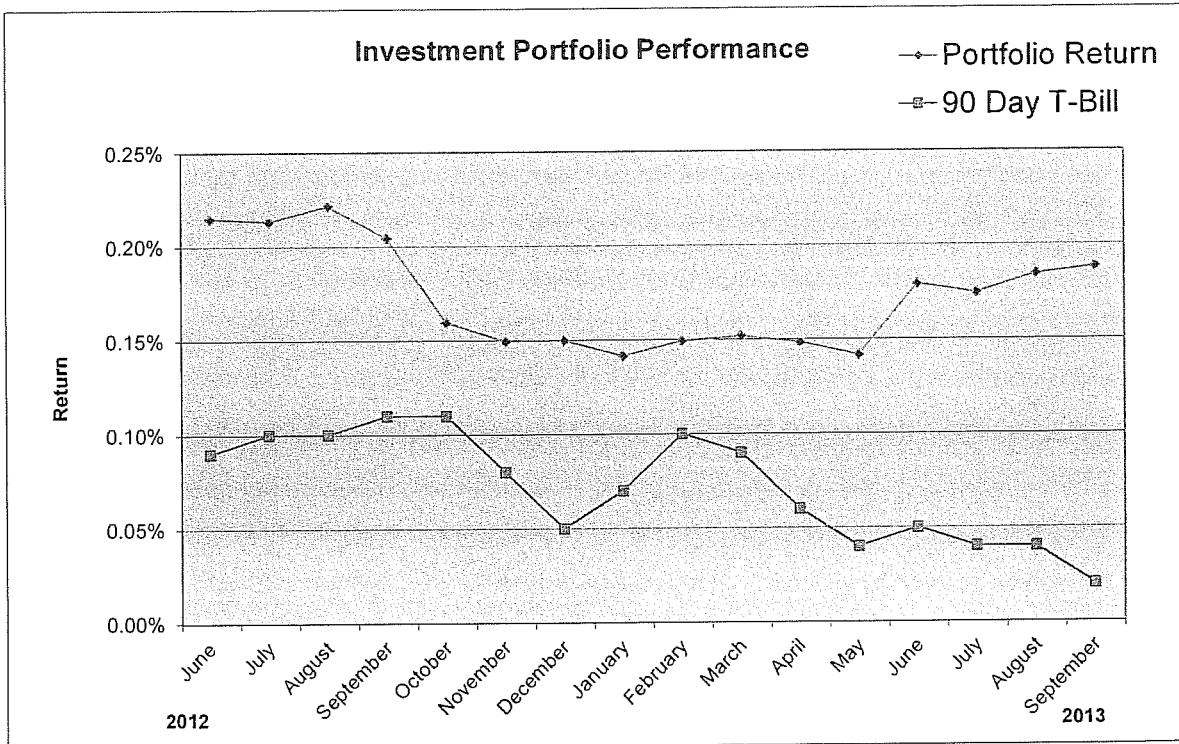
**Town of Yucca Valley**  
**Treasurer's Report**  
As of September 30, 2013

Institution/Investment	Market Value	Percent of Portfolio	Yield	Maturity Date
Pacific Western-Checking Acct	\$ 957,103	5.40%	0.00%	Liquid
Local Agency Investment Fund (LAIF)	10,415,654	58.76%	0.26%	Liquid
Pac Western-Successor Agency	6,350,808	35.83%	0.00%	Liquid
Petty Cash	3,390	0.02%	0.00%	Liquid
<b>Total Cash &amp; Investments</b>	<b><u>\$ 17,726,955</u></b>	<b><u>100.00%</u></b>	<b><u>0.15%</u></b>	<b>Fully Liquid</b>

I certify that to the best of my knowledge, this report accurately reflects all pooled investments, and is in conformity with the Town's investment policy effective February 2010, which complies with the California Government Code. A copy of this investment policy, along with the supporting banking and investment statements, is available in the office of the Town Clerk. This investment program provides sufficient cash flow liquidity to meet the next six months of budgeted expenditures.



\_\_\_\_\_  
Curtis Yakimow  
Administrative Services Director





## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Administrative Services Director  
**Date:** October 28, 2013  
**Council Meeting:** November 5, 2013

**Subject:** Warrant Register

### Recommendation:

Ratify the Payroll Registers total of \$ 118,519.14 for checks dated October 11, 2013.  
Ratify the Warrant Registers total of \$ 94,554.88 for checks dated October 17, 2013.

### Order of Procedure:


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

### Attachments:


Payroll Register No. 14 dated October 11, 2013 total of \$ 118,519.14  
Warrant Register No. 21 dated October 17, 2013 total of \$ 94,554.88


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Reviewed By:

  
Town Manager

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

  
Admin. Services

  
Finance

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Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Item

**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER # 14**  
**CHECK DATE - October 11, 2013**

Fund Distribution Breakdown

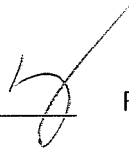
**Fund Distribution**

General Fund	\$108,191.31
Gas Tax Fund	10,327.83
Successor Agency	<u>0.00</u> **

**Grand Total Payroll** \$118,519.14

**\*\*This is not an obligation of the Town of Yucca Valley.**

Prepared by P/R & Financial Specialist: \_\_\_\_\_

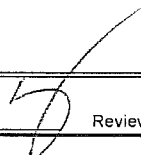
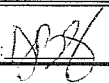


Reviewed by H/R & Risk Mgr.: \_\_\_\_\_





**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
 Pay Period 14 - Paid 10/11/2013  
 (September 21, 2013 - October 04, 2013)  
 Checks: 4763 - 4768


	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$3,360.48		\$3,360.48
Direct Deposit	58,151.75	-	58,151.75
Sub-total	61,512.23		61,512.23
<b><u>Employee Tax Withholding</u></b>			
Federal	9,766.97		9,766.97
Medicare	1,138.58	1,138.57	2,277.15
SDI - EE	-	-	-
State	2,976.70		2,976.70
Sub-total	13,882.25	1,138.57	15,020.82
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	2,172.85	813.29	2,986.14
PERS Survivor Benefit	34.00		34.00
Health Café Plan	1,534.58	11,077.34	12,611.92
American Fidelity Pre-Tax	77.94		77.94
American Fidelity After-Tax	97.40		97.40
American Fidelity-FSA	627.86		627.86
PERS EE - Contribution 6.25 %	160.97		160.97
PERS EE - Contribution 7%	909.05		909.05
PERS EE - Contribution 8%	4,539.64		4,539.64
PERS Retirement - Employer 6.25 %	-	160.97	160.97
PERS Retirement - Employer 7.846 %	-	1,045.27	1,045.27
PERS Retirement - Employer 18.586 %	-	11,070.93	11,070.93
Wage Garnishment - Employee	10.00		10.00
Life & Disability Insurance		799.58	799.58
Other Post Employee Benefit's		2,239.61	2,239.61
Unemployment Insurance		1,404.52	1,404.52
Workers' Compensation		3,210.29	3,210.29
Sub-total	10,164.29	31,821.80	41,986.09
<b>Gross Payroll</b>	<b>\$85,558.77</b>	<b>\$32,960.37</b>	<b>\$118,519.14</b>
Prepared by P/R & Financial Specialist: 	Reviewed by H/R & Risk Mgr.: 		


**WARRANT REGISTER # 21  
CHECK DATE OCTOBER 17, 2013**


**FUND DISTRIBUTION BREAKDOWN**

Checks # 43542 to # 43603 are valid:

GENERAL FUND # 001	\$64,614.95
CENTRAL SUPPLIES FUND # 100	\$488.59
CLEEPS HIGH TECH FUND # 504	\$2,388.94
GAS TAX FUND # 515	\$19,670.98
MEASURE I - 2010 -2040 FUND # 524	\$7,140.33
PUBLIC LANDS FEDERAL GRANT FUND # 524	\$41.68
CDBG FUND # 560	\$26.94
CAPITAL PROJECT RESERVE FUND # 800	\$182.47
	<u><u>\$94,554.88</u></u>

Prepared by Shirlene Doten, Accounting Technician II 

Reviewed by Sharon Cisneros, Senior Accountant 

Approved by Curtis Yakimow, Administrative Services Director 

# Town of Yucca Valley

## Warrant Register

October 17, 2013

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	43543	Merl Abel	Mileage Expense	\$178.54
	43545	Alpha Omega	Facility Rental Refund	80.00
	43546	AlSCO/American Linen, Inc.	Facilities Operating Supplies	141.47
	43547	Janet Anderson	Professional Svcs. & COBRA Liab.	2,085.25
	43548	Arrowhead Mountain Water	Office Supplies	75.72
	43549	Blue Shield of California	Medical Insurance	1,407.56
	43550	Broadcast Music, Inc.	Membership Dues	327.00
	43551	Builders Supply-Yucca Valley	Maintenance Supplies	37.76
	43552	California Building Standards Com.	07-09/13 SB 1473 Fees	10.80
	43553	Calvary Christian Fellowship	Facility Rental Refund	700.00
	43554	Brian Clement	Aquatics Facility Seminar	82.00
	43555	Janine Cleveland	Contract Instructor	280.00
	43556	C.S. Legacy Construction, Inc.	Duplicate Business Registration	56.00
	43557	Data Ticket	Citation Processing	109.00
	43558	Department of Conservation	07-09/13 SMIP Fees	25.03
	43559	Desert Pacific Exterminators, LLC	Exterminator Services	202.00
	43560	Candy Drake	COBRA Liability	437.66
	43562	FedEx	Delivery Service	122.81
	43565	Lori Herbel	Contract Instructor	472.50
	43566	Hi-Desert Air, Inc.	Facilities Maintenance	275.00
	43567	Hi-Desert Water	Water Service	1,291.85
	43568	Hi-Desert Publishing	Ordinance Advertising	435.00
	43569	Hi Desert Round Up	Facility Rental Refund	200.00
	43570	Robert Kirschmann	COBRA Liability	1,557.95
	43571	Legacy Office Products	Office Supplies	151.01
	43572	George Martin	Animal Control Hearing Official	100.00
	43573	Joyce Martini	Aquatics Facility Seminar	202.35
	43575	Morongo Basin Econ. Partnership	Public Safety Forum	60.00
	43576	Bonnie Millage	Recreation Program Refund	25.00
	43577	Mojave Desert & Mtn. JPA	FY 13/14 Member Contribution	4,719.00
	43578	Benno Neeleman	Professional Services	302.50
	43579	Oasis Office Supply, Inc.	Office Supplies	767.45
	43580	Pacific Telemanagement Svcs.	Public Phone Service	82.64
	43581	Public Agency Retirement Services	Professional Services	300.00
	43582	Petty Cash	Miscellaneous Supplies	486.61
	43584	Rogers,Anderson, Malody & Scott	Professional Services	5,500.00
	43585	SBCO-Vehicle Services	Fleet Vehicle Inspections	981.75
	43586	SBCO - Hazardous Material Div	10-12/13 Hazardous Waste Svcs.	6,920.00
	43587	SCAG	FY 13/14 Membership Dues	2,054.00
	43588	SCE	Electric Service	13,317.72

*Town of Yucca Valley*

*Warrant Register*

*October 17, 2013*

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	43589	Shor-Line	Shelter Cat Cages	9,996.73
	43590	Simplot Partners, Inc.	Parks Maintenance Supplies	494.64
	43591	So. Cal. Gas Co.	Natural Gas Vehicle Fuel	13.00
	43592	Southwest Networks, Inc.	Technology Support	1,180.00
	43593	Sprint	Cell Phone Service	2.63
	43594	Division of the State Architect	07-09/13 SB 1186 Fee	225.00
	43595	TFI Resources, Inc.	Temporary Employment Svs.	1,515.26
	43596	Trophy Express	Engraving Service	34.02
	43597	Valley Independent	Museum Flyer Printing	302.40
	43598	US Bank Voyager Fleet Systems	Natural Gas Vehicle Fuel	125.43
	43599	Walmart Community	Recreation Supplies	669.77
	43600	Guy Wulf	Sports Referee	375.00
	43601	Yucca Valley Quick Lube, LLC	Fleet Vehicle Maintenance	140.52
	43602	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	38.21
	43603	Z 107.7 Mobile Music	Recreation Program Talent	175.00
	EFT	The Home Depot	Maintenance Supplies	1,079.02
	EFT	First Bankcard	Operating Supplies	1,687.39
<b>Total 001</b>	<b>GENERAL FUND</b>			<b><u>\$64,614.95</u></b>
100 INTERNAL SERVICE FUND				
	43564	GE Capital Corporation	Annual Property Tax	<u>\$488.59</u>
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b><u>\$488.59</u></b>
504 CLEEPS HIGH TECH FUND				
	43561	The Ear Phone Connection	Sheriff's Equipment	<u>\$2,388.94</u>
<b>Total 504</b>	<b>CLEEPS HIGH TECH FUND</b>			<b><u>\$2,388.94</u></b>
515 GAS TAX FUND				
	43542	A Cone Zone, Inc.	Street Name Signage	\$348.62
	43544	Ace Alternators	Streets Equipment Maintenance	300.56
	43546	Alsco/American Linen, Inc.	Streets Uniform Service	33.00
	43563	Fred's Tires	Vehicle Maintenance	810.02
	43567	Hi-Desert Water	Water Service	159.88
	43574	Matich Corporation	Streets Maintenance Supplies	3,778.33
	43583	Quality Street Services, Inc.	Street Sweeping Service	13,560.00
	43588	SCE	Electric Service	634.85
	43602	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	45.72
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b><u>\$19,670.98</u></b>
524 MEASURE I - 2010-2040 FUND				
	43588	SCE	Electric Service	<u>\$7,140.33</u>
<b>Total 524</b>	<b>MEASURE I - 2010-2040 FUND</b>			<b><u>\$7,140.33</u></b>

**Town of Yucca Valley**

**Warrant Register**

**October 17, 2013**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
527			PUBLIC LANDS FEDERAL GRANT FUND	
	43562	FedEx	Delivery Service	\$41.68
<b>Total 527</b>			<b>PUBLIC LANDS FEDERAL GRANT FUND</b>	<b>\$41.68</b>
560			CDBG FUND	
	43562	FedEx	Delivery Service	\$26.94
<b>Total 560</b>			<b>CDBG FUND</b>	<b>\$26.94</b>
800			CAPITAL PROJECTS RESERVE FUND	
	43567	Hi-Desert Water	Water Service	\$182.47
<b>Total 800</b>			<b>CAPITAL PROJECTS RESERVE FUND</b>	<b>\$182.47</b>
<b>***</b>		<b>Report Total</b>		<b>\$94,554.88</b>

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle, Deputy Town Manager
Date: October 31, 2013
For Council Meeting: November 5, 2013

Subject: Request for Amendment to Existing Relocation & Settlement Agreement
California Alternative Medicinal Solutions

Prior Council Review: The Town Council last reviewed this matter at its meeting of August 3, 2010, with approval of the Relocation & Settlement Agreement. The Town Council also adopted an ordinance prohibiting medical marijuana dispensaries within the Town at its meeting of August 3, 2010.

Recommendation: That the Town Council does not amend the existing Relocation & Settlement Agreement, and directs the Planning Commission to forward an Ordinance to the Town Council for the prohibition of mobile medical marijuana dispensaries and delivery services within the Town of Yucca Valley.

Executive Summary: The Town entered into a Relocation and Settlement Agreement with CAMS at its meeting of August 3, 2010. CAMS representatives have requested an amendment to the existing Agreement allowing additional time for operations.

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

Discussion: The Town entered into a Relocation and Settlement Agreement with CAMS at its meeting of August 3, 2010. CAMS representatives have requested an amendment to the existing Agreement allowing additional time for operations. To staffs understanding, CAMS is the only legally operating medical marijuana dispensary in San Bernardino County.

Based upon prior Town Council action and direction, the recommendation includes not amending the existing agreement. Section 13 of Ordinance 215 establishes the Town Council authority to determine amortization periods.

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

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

The recommended action also includes directing the Planning Commission to forward an ordinance to the Town Council prohibiting mobile medical marijuana dispensaries and delivery services within the Town of Yucca Valley. Due to the changes in the regulatory structure in California, including case law, the growth in mobile medical marijuana dispensaries has caused many communities to enact prohibitions on these business operations.

**Alternatives:** Direct staff to return to the Town Council with an amendment to the Relocation and Settlement Agreement, permitting CAMS additional operating time and to incorporate an annual fee to offset public safety costs related to the enforcement of the Agreement and for public safety operations related to the availability and distribution of marijuana within the Town.

**Fiscal impact:** NA

**Attachments:** Relocation & Settlement Agreement  
Town Council minutes of August 3, 2010  
Correspondence to/from CAMS  
Ordinance No. 215

July 29, 2013

Brian Nicholson, Managing Director  
California Alternative Medicinal Solutions  
7054 Wamego Trail, Bldg. 1  
Yucca Valley, CA 92284

**RE: RELOCATION AND SETTLEMENT AGREEMENT  
TOWN OF YUCCA VALLEY & CALIFORNIA ALTERNATIVE MEDICINAL  
SOLUTIONS  
REQUEST FOR RENEWAL OR EXTENTSION**

Dear Mr. Nicholson:

Thank you for the attached letter. Please consider the following information.

Attached is a copy of the Relocation and Settlement Agreement (Agreement) entered into between the Town of Yucca Valley and California Alternative Medicinal Solutions (CAMS).

Pursuant to Recital 3, CAMS was authorized to operate at 7054 Wamego Trail, Building 1 (Relocation Site) for thirty-six (36) months. Based upon the Town's final inspection of the permitted tenant improvements on December 6, 2010, CAMS is authorized to operate at the Relocation Site until December 6, 2013. Pursuant to the Agreement, all operations must cease on or before December 6, 2013.

While all CAMS operations must cease on or before December 6, 2013, the Town will consider your request in the near future. For scheduling purposes, I anticipate that your request will be considered approximately sixty (60) days prior to December 6, 2013. I will follow up with you when review has been scheduled.

For any further communications on this matter, please forward all communication to:

Mark Nuaimi, Town Manager  
57090 29 Palms Highway  
Yucca Valley, CA 92284  
760-369-7207, Ext. 224  
[mnuaimi@yucca-valley.org](mailto:mnuaimi@yucca-valley.org)

Please let me know if you require any additional information on this matter.

Best Regards,



SHANE R. STUECKLE  
Deputy Town Manager

Enclosures: Agreement  
Ordinance No. 215  
CAMS Letter



**Yucca Valley**



## RELOCATION AND SETTLEMENT AGREEMENT

This RELOCATION AND SETTLEMENT AGREEMENT (herein "Agreement") is made and entered this 3<sup>rd</sup> day of August \_\_\_\_, 2010, between the Town of Yucca Valley (the "City"), and California Alternative Medicinal Solutions ("CAMS").

### RECITALS

A. CAMS is a medical marijuana dispensary, currently located and doing business at the real property commonly known as 55067 Business Center Drive, Suite H, Yucca Valley, CA 92284. For the purposes of this Agreement, all duties, responsibilities, waiver of rights, and obligations of CAMS shall include CAMS, on behalf of itself as a corporate entity, as well as its corporate officers, operators, managing members, and members.

B. As of the time of this Agreement, the Town has in effect a valid and enforceable moratorium prohibiting any new medical marijuana dispensary from locating or operating, and any existing medical marijuana dispensary from relocating or expanding, within the Town limits. As of the date of this Agreement, the Town has approved a permanent ban on medical marijuana dispensaries.

C. CAMS alleges that it was lawfully established within the Town prior to the adoption of the Town's moratorium on medical marijuana dispensaries.

D. The Town alleges that CAMS was not lawfully established prior to the adoption of the Town's moratorium for several reasons, including but not limited to, the current federal prohibition on distribution of marijuana, the use violates the Town's zoning laws, and CAMS securing of a business registration as a "Homeopathic/Herbal Remedies" is insufficient to demonstrate CAMS was lawfully established as a medical marijuana dispensary.

E. Due to complaints regarding the current location of CAMS, which location is immediately next door to a youth dance studio, CAMS has offered to relocate to a new site at 7054 Wamego Trail, in Yucca Valley ("Relocation Site"), at which site the use would be amortized over 36 months and then prohibited.

F. There exists now a dispute (the "Dispute") between the Town and CAMS over the continued operation of a medical marijuana dispensary within the Town, and the Town and CAMS wish to settle the dispute consistent with the terms of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Recitals. The recitals above are true and correct. Nothing in this Agreement shall be construed as the Town authorizing, approving, facilitating or otherwise condoning the sale of illicit drugs. All parties recognize that the sale, distribution, possession, and cultivation of marijuana is absolutely prohibited under the federal Controlled Substances Act, and under the California Health & Safety Code (except as exempted for those with medical needs and their primary caregivers as provided in California's medical marijuana law).

2. Relocation of CAMS. Within ninety (90) days of the execution of this Agreement by all parties, CAMS shall cease commencement of operations at its present location and may only commence operation at the Relocation Site. If after sixty (60) days of the execution of this Agreement by all parties, it appears that additional time beyond ninety (90) days will be needed for the relocation due to reasonable delays beyond the control of CAMS, including delays by the Town in reviewing building plans or other unforeseen circumstances, CAMS shall notify the Town Manager and the parties shall meet and confer to determine what steps are necessary to complete the relocation in a timely manner. The Town agrees not to unreasonably delay the relocation by refusing to process permit applications, if permits are necessary. After the relocation is complete, CAMS may only operate from the Relocation Site.

3. Permanent Ban. The Town Council has adopted a permanent ban on medical marijuana dispensaries and CAMS, including its corporate officers, operators, and/or managing members, shall hereby waive any right to challenge in court the legality of the final ban. In consideration of such waiver, the Town hereby agrees to authorize an amortization period of 36 months for CAMS' operations at the Relocation Site. Nothing in this paragraph shall otherwise limit or restrict CAMS, its operators, managing members, or other members or supporters from publicly advocating for or against any policy decision under consideration by the Town Council.

4. Compliance. CAMS shall meet all obligations described in the Exhibit "A" (incorporated by reference to this Agreement) in connection with the establishment of the Relocation Site and operation during the amortization period. Moreover, CAMS shall take all reasonable steps necessary to ensure no violations of the Town Municipal Code occur at the Relocation Site. Violation of any Town ordinance, State law, or this Agreement by CAMS (specifically its corporate officers, employees, operators, and/or managing members) shall be grounds to enjoin the continuation of CAMS operations where such violations are collateral to CAMS' operations. For purposes of this Section 4, violations of law are "collateral" to CAMS' operations if they involved any unlawful activities associated with the business of producing or distributing marijuana, narcotics or other controlled substances, including without limitation: violations of State medical marijuana laws, violations of State or Federal weapons control laws, tax evasion, the laundering or falsified accounting of assets, organized crime or racketeering, extortion, fraud, falsification of documents, larceny, assault, homicide, gang related activities or terrorism, and any other drug-related violent crimes or illegal activities commissioned in the course of, or related to, drug production or trafficking. The parties expressly agree that such violation may result in the Town bringing legal action for breach of contract, injunctive relief, or other appropriate action to prevent future violations and/or to terminate CAMS use.

5. No Further Action by Town for Past Violations. The party acknowledges by this paragraph that the Town is not waiving, giving up or otherwise limiting its Constitutional police powers. The Town shall not file any new criminal, civil, or administrative action against CAMS for previous violations of Town law, provided there are no new violations of Town law and the terms of this Agreement are strictly adhered to by CAMS (including its corporate officers, operators, and/or managing members). The Town reserves all rights to enforce this Agreement by seeking injunctive relief or other action as it deems suitable.

6. Permits and Fees. Nothing in this Agreement shall be construed as relieving CAMS or any other person from the duty to obtain any permit or approval required under Town or state law, or to pay any fee, assessment, charge or tax.

7. Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person regarding this Plea Agreement or the Compliance Plan and other than normal requests for information to and from the Town regarding the Property, shall be in writing and either served personally or sent by certified mail, in the case of the Town to Town Manager, 57090 Twentynine Palms Highway, Yucca Valley, CA 92284, with copy to Town Attorney/Town Prosecutor, c/o Aleshire & Wynder, LLP, 18881 Von Karman, Suite 400, Irvine, CA 92612. In the case of CAMS, notice shall be sent to the representative of CAMS at the address listed on the signature page.

8. General Release of All Claims. CAMS hereby now and forever expressly releases and discharges the Town, its agents, servants, elected and appointed officials, employees, representatives, predecessors, successors, assigns, assignors, attorneys, and independent contractors, from any and all claims, demands, disputes, controversies, causes of action, damages, rights, liabilities, obligations, costs, and expenses, if any, of whatever character and nature arising under federal, state or local laws, regulations, or ordinances, or arising in equity, known or unknown, suspected or unsuspected, arising out of or related in any way to this Dispute.

Said release and waiver includes, but is not limited to, any and all claims arising from alleged property rights, due process rights, contract rights or breaches, public policy violations, discrimination, harassment, civil rights violations under any federal, state, or local law, personal injury, or emotional distress, save and except only the obligations and right expressly created or preserved by this Waiver. Nothing in this release is intended to limit the rights of either party to enforce the terms of this Agreement.

9. Waiver of Unknown Claims. CAMS understands and expressly agrees to waive all rights under California Civil Code Section 1542 or any other similar law. California Civil Code Section 1542 provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor."

CAMS acknowledges that the facts with respect to which she has given this general release of the claims may turn out to be different from the facts she now believes to be true. Defendant hereby assumes the risk of the facts turning out to be different, and agrees that this Waiver shall in all respects be effective and not subject to termination or restriction because of any such difference in the facts.

10. No Third Party Rights. No rights shall inure to any third party from the obligations, representations, and agreements of the Parties made herein.

11. Representations. In executing this Release, CAMS acknowledges and represents that she is executing this Release freely, knowingly, and voluntarily and is fully aware of the contents and effect thereof, and that execution of this Release is not the result of any fraud, duress, coercion, mistake, or undue influence whatsoever.

CAMS has been given a full and fair opportunity to seek and receive legal advice regarding the effect of the Agreement and this Release prior to signing it, including the opportunity to confer with an attorney regarding the Release's terms. CAMS has been advised to seek legal counsel to thoroughly

discuss all aspects of any claims, causes of action, or rights he may have against the Town or any agent thereof, and the terms and conditions of this Release with his counsel to the fullest extent he deems appropriate and necessary.

CAMS understands and represents that no statements of representations with regard to this matter made by or on behalf of the Town and/or any of its agents and employees has in any way influenced CAMS, except the express terms of this Agreement. Other than the terms and conditions specifically set forth in this Release, CAMS does not rely on any inducements, promises, or representations by the Town or any other person in executing this Agreement or this Release.

12. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

14. Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

15. Attorneys' Fees. If breach of this Agreement occurs and any party to this Agreement is required to initiate or defend, or is made a party to, any action or proceeding to enforce this Agreement, then the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

16. Counterparts. This Plea Agreement may be signed in counterparts and shall be valid as if all parties had signed the same original document.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

[SIGNATURE PAGE TO FOLLOW]

FOR TOWN:

TOWN OF YUCCA VALLEY,  
A municipal corporation

By: \_\_\_\_\_  
Mark Nuaimi, TOWN Manager

ATTEST:

\_\_\_\_\_  
Janet Anderson, TOWN Clerk

APPROVED AS TO FORM:  
ALESHERE & WYNDER, LLP

  
\_\_\_\_\_  
Lena Layman, TOWN Attorney

FOR CAMS:

\_\_\_\_\_  
Name/Title

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

\_\_\_\_\_

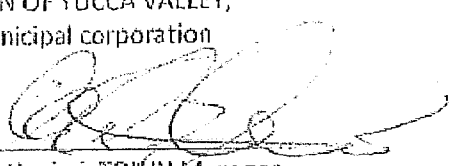
Phone: \_\_\_\_\_

Fax: \_\_\_\_\_


[END OF SIGNATURES]

FOR TOWN:


TOWN OF YUCCA VALLEY,  
A municipal corporation

By:   
Mark Nuaimi, TOWN Manager

ATTEST:

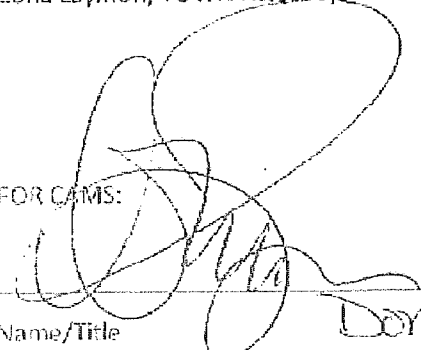
  
Janet Anderson, TOWN Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

  
Lona Laymon, TOWN Attorney

FOR CAMS:

Name/Title

 CEO  
Don ROSS

Address:

58207 Business CTR DR

Suite H

Phone:

Yucca Valley, CA 92284  
(800) 409-7969

Fax:

[END OF SIGNATURES]

EXHIBIT "A"

CONDITIONS ON CAMS OPERATION

A. Disclosure of Information

Prior to commencing operations at the Relocation Site, CAMS shall provide the following information to the Town:

1. A site plan describing the Relocation Site with fully dimensioned interior and exterior floor plans including electrical, mechanical, plumbing, and disabled access compliance pursuant to Title 24 of the State of California Code of Regulations and the federally mandated Americans with Disabilities Act.
2. Exterior photographs of the entrance(s), exit(s), street frontage(s), parking, front, rear and side(s) of the Relocation Site.
3. Photographs depicting the entire interior of the Relocation Site.
4. If the Relocation Site is being rented or leased or is being purchased under contract, a copy of such lease or contract.
5. If the Relocation Site is being rented or leased, written proof that the Relocation Site owner, and landlord if applicable, were given notice that the Relocation Site will be used as a Medical Marijuana Collective, and that the Relocation Site owner, and landlord if applicable, agree(s) to said operations.
6. The name, address, telephone number, title and function(s) of each Management Member.
7. For each Management Member, a fully legible copy of one (1) valid government issued form of photo identification, such as a State Driver's License or Identification Card. Acceptable forms of government issued identification include, but are not limited to: Drivers licenses or photo identity cards issued by state Department of Motor vehicles (or equivalent) that meet REAL ID benchmarks, a passport issued by the United States or by a foreign government, U.S. Military ID cards (active duty or retired military and their dependents), or a Permanent Resident card.
8. If the Medical Marijuana Collective is a corporation, a certified copy of the Collective's Secretary of State Articles of Incorporation, Certificate(s) of Amendment, Statement(s) of Information and a copy of the Collective's By laws.
9. If the Medical Marijuana Collective is an unincorporated association, a copy of the Articles of Association.
10. The name and address of CAMS's current Agent for Service of Process.
11. A statement dated and signed by each Management Member, under penalty of perjury, warranting the following: (i) that the Management Member has personal knowledge of the information required to be disclosed and the conditions stated in the Agreement and this Exhibit "A", and (ii) that to the best personal knowledge of the Managing Member any and all information that has been submitted by such Member to the Town pursuant to this Agreement is true and correct.
12. In a SEALED envelope, CAMS shall provide the property address where any and all Medical Marijuana will be collectively cultivated by CAMS members and Management Members. Due to safety concerns for those cultivating Medical Marijuana, the sealed envelope shall be conveyed directly to the Town's Chief of Police (contracted with San Bernardino County Sheriffs Department), which person (and/or his or her designee, another sworn peace officer) alone shall have access to the cultivation locations.

B. Operating Conditions

CAMS shall comply with the following conditions at all times:

1. Exterior building and parking area lighting at the Relocation Site shall be in compliance with all applicable provisions of the Yucca Valley Municipal Code.

2. The Relocation Site address shall be clearly visible from the exterior of the property. However, CAMS may place one, and only one, exterior sign at the Relocation Site; such sign shall be building-mounted, limited to the name of the business (specifically denominated as "California Alternative Medical Solutions") and a telephone number, limited to dimensions consistent with Yucca Valley Municipal Code Sign Regulations, shall not be directly illuminated or automated, and shall be maintained at all times in good condition in compliance with the Yucca Valley Municipal Code. There shall be no roof-mounted signage at the Relocation Site or CAMS-related signage located off the Relocation Site. In no case shall any sign visible from the exterior of the Relocation Site building refer to, or depict, any references or images perceptibly relating to marijuana or other controlled substances. Any sign visible from the exterior of the Relocation Site building must first be approved in writing by the Director of Community Development, which approval shall not be unreasonably withheld. In accepting the terms of these conditions upon signage, CAMS knowingly and voluntarily waives any rights of First Amendment expression to the extent such rights are hereby limited.

3. Windows and roof hatches at the Relocation Site shall be secured so as to prevent unauthorized entry, and shall be equipped with latches that may be released quickly from the inside to allow exit in the event of emergency and are in compliance with all applicable building code provisions.

4. The Relocation Site shall provide reasonably sufficient sound absorbing insulation so that noise generated inside the premises is not audible anywhere on the adjacent property or public rights-of-way, or within any other building or other separate unit within the same building as the Medical Marijuana Collective.

5. The Relocation Site shall provide a reasonably sufficient odor absorbing ventilation and exhaust system so that odor generated inside the Relocation Site is not detected outside the Relocation Site, anywhere on adjacent property or public rights-of-way, or within any other unit located within the same building as the Medical Marijuana Collective.

6. The Relocation Site shall be monitored at all times by closed-circuit television for security purposes. The camera and recording system must be of reasonably adequate quality and resolution allow identification individuals entering and leaving the Relocation Site. The recordings shall be maintained at the Relocation Site for a period of not less than thirty (30) days.

7. The Relocation Site shall have a centrally-monitored fire and burglar alarm system.

8. A sign shall be posted in a conspicuous location inside the building at the Relocation Site where it will be visible to members, which advises:

- a. "The diversion of marijuana for non-medical purposes is a violation of State law.
- b. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.
- c. Loitering at the location of a Medical Marijuana Collective for an illegal purpose is prohibited by California Penal Code Section 647(h).
- d. The sale of marijuana for non-medical purposes and the diversion of marijuana for non-medical purposes are violations of State Law."



9. Edible Medical Marijuana shall be manufactured for the sole consumption by Qualified Patient members and Qualified Patient Management Members of the Collective, in compliance with all applicable state and local laws.

10. The Medical Marijuana Collective shall meet all applicable state and local laws, including regulations promulgated by California's Air Quality Management District (AQMD) and Occupational Safety and Health Administration (OSHA), to ensure that the operations of CAMS are consistent with the protection of the health, safety and welfare of the community, Qualified Patients and their Primary Caregivers, and will not adversely affect surrounding uses.

11. The Collective shall not operate for profit. Cash and in-kind contributions, reimbursements, and reasonable compensation provided by Management Members and members towards the Collective's actual expenses of the growth, cultivation, and provision of Medical Marijuana shall be allowed provided that they are in strict compliance with State Law. All such cash and in-kind amounts and items shall be fully documented in accordance with Section E of this Exhibit "A".

12. All Medical Marijuana distributed by the Collective shall be cultivated by Collective members or Management Members. All Medical Marijuana plants cultivated by or for distribution at CAMS shall be clearly labeled as property of CAMS by either metal or plastic tags, attached directly to the plant itself or attached to the container in which the individual plant is located.

13. Cultivation of Medical Marijuana by the Medical Marijuana Collective members and Management Members shall occur only within the Morongo Valley, or other area under the control and service of the San Bernardino County Sheriff's Department, and access for inspection and monitoring are made available to personnel designated by San Bernardino County Sheriff's Department.

14. Distribution of the Medical Marijuana collectively cultivated by the Medical Marijuana Collective members and Management Members to Collective members and Management Members shall occur exclusively at the CAMS Relocation Site.

15. If requested by the Sheriff's Department, at any time during regular hours of operation, CAMS shall permit personnel designated by San Bernardino County Sheriff's Department to enter the CAMS Relocation Site for the purpose of having samples (up to one gram) analyzed by an independent laboratory to ensure it is free of harmful pesticides and other contaminants regulated by local, state, or federal regulatory or statutory standards.

16. Any Medical Marijuana from which the representative sample tested positive for a harmful pesticide or other contaminant at a level which exceeds the local, state, or federal regulatory or statutory standards shall be destroyed forthwith; and

17. Any Medical Marijuana provided to CAMS members shall be properly labeled in strict compliance with state and local laws.

#### C. Cessation of Use or Relocation

CAMS right to operate shall become null and void upon the cessation of operations for a period of sixty days. There shall be no expansion or increase in the size of facilities at the Relocation Site, unless the Town Council approves same in writing.

#### D. Maintenance of Records

CAMS shall maintain the following accurate and truthful records on the Relocation Site:

a. The full name, address, and telephone number(s) of the owner, landlord and/or lessee of the Relocation Site.

b. The full name, address, and telephone number(s) and a fully legible copy of a government issued form of identification of each Collective member engaged in the management of the

Collective and a job description detailing how each Collective member participates in the management of the Collective. Acceptable forms of government issued identification include, but are not limited to: Drivers licenses or photo identity cards issued by state Department of Motor Vehicles (or equivalent) that meets REAL ID benchmarks, a passport issued by the United States or by a foreign government, U.S. Military ID cards (active duty or retired military and their dependents), or a Permanent Resident Card.

c. The full name, address, and telephone number(s) of each Collective member and Management Member who participates in the Collective cultivation of Medical Marijuana.

d. The full name, date of birth, residential address, and telephone number(s) of each Collective member and Management Member; the date each member and Management Member joined the Collective; the exact nature of each member's and Management Member's participation in the Collective; and the status of each member and Management Member as a Qualified Patient or Primary Caregiver.

e. A written accounting of all cash and in-kind contributions, reimbursements, and reasonable compensation provided by the Collective Management Members and members to the Collective, and all expenditures and costs incurred by the Collective.

f. An inventory record documenting the dates and amounts of Medical Marijuana cultivated at the Relocation Site, and the daily amounts of Medical Marijuana stored on the Relocation Site.

g. Cultivation records identifying the location within the Town of Yucca Valley at which the Medical Marijuana was cultivated, and the total number of said plants cultivated at each location.

These records shall be maintained by the Medical Marijuana Collective for a period of two (2) years and shall be made available by the Collective to the Town upon request, unless compliance with such request would violate state or federal laws (including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

#### E. Prohibited Activities

A list of Prohibited Activities, set forth below, must be kept at all times at the Relocation Site, including a signed and dated statement signed by each Collective Member (who has received medical marijuana from the Relocation Site after the effective date of this Agreement) and each Management Member, under penalty of perjury, that they read, understand and shall not engage in the aforementioned prohibited activities.

1. It is unlawful for any person to cause, permit, or engage in the cultivation, possession, distribution, exchange, or giving away of Marijuana for medical or non medical purposes, and pursuant to any and all other applicable local and state law.

2. It is unlawful for any person to cause, permit, or engage in any activity related to Medical Marijuana unless such activities are otherwise undertaken in compliance with Health and Safety Code Sections 11362.5 et seq. and all other applicable local and state laws.

3. It is unlawful for any person to knowingly make any false, misleading, or inaccurate statement or representation in any form, record, filing, or documentation required to be maintained, filed or provided to the Town.

4. No Medical Marijuana Collective, Management Member, or member shall cause or permit the sale, distribution, or exchange of Medical Marijuana or of any Edible Medical Marijuana product to any non Collective Management Member or non-member.

5. No Medical Marijuana Collective, Management Member, or member shall allow or permit the commercial sale of any product, good, or service, including but not limited to drug

paraphernalia identified in Health and Safety Code Section 11364, on or at the Medical Marijuana Collective, or in the parking area of the Relocation Site.

6. No cultivation of Medical Marijuana at the Relocation Site shall be visible with the naked eye from any public or other private property, nor shall cultivated Medical Marijuana or dried Medical Marijuana be visible from the building exterior. No cultivation shall occur at the Relocation Site unless the area devoted to the cultivation is secured from public access by means of a locked gate and any other security measures necessary to prevent unauthorized entry.

7. No manufacture of Concentrated Cannabis in violation of California Health and Safety Code Section 11379.6 is allowed.

8. No Medical Marijuana Collective shall be open to or provide Medical Marijuana to its members or Management Members between the hours of eight o'clock (8:00) P.M. and ten o'clock (10:00) A.M.

9. No person under the age of eighteen (18) shall be allowed at the Relocation Site, unless that minor is a Qualified Patient and is accompanied by his or her licensed Attending Physician, parent(s), or documented legal guardian.

10. No Medical Marijuana Collective shall possess Medical Marijuana that was not collectively cultivated by its Management Members or members.

11. No Medical Marijuana Collective, Management Member, or member shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on the Relocation Site or in the parking area of the Relocation Site.

12. No dried Medical Marijuana shall be stored at the Relocation Site in structures that are not completely enclosed, in an unlocked vault or safe, in any other unsecured storage structure, or in a safe or vault that is not bolted to the floor of the Relocation Site.

13. Medical Marijuana may not be inhaled, smoked, eaten, ingested, or otherwise consumed on the Relocation Site, in the parking areas of the Relocation Site, or in those areas restricted under the provisions of California Health and Safety Code Section 11362.70, which include:

- a. Any place where smoking is prohibited by law;
- b. Within one thousand feet (1,000 feet) of the grounds of a school, recreation center, or youth center;
- c. While on a school bus;
- d. While in a motor vehicle that is being operated; or
- e. While operating a boat.

14. No person who has been convicted within the previous ten (10) years of a felony or a crime of moral turpitude, or who is currently on parole or probation for the sale or distribution of a controlled substance, shall be engaged directly or indirectly in the management of the Medical Marijuana Collective nor, further, shall manage or handle the receipts and expenses of the Collective.

#### F. Inspection Authority

Town representatives may enter and inspect the Relocation Site of the Medical Marijuana Collective during regular operating hours, or at any reasonable time, to ensure compliance with, and to enforce, the provisions of this Agreement except that the inspection and copying of private medical records shall be made available to the Town representatives only pursuant to a properly executed search warrant, subpoena, or court order.

6. Definitions

Unless the particular provision or the context otherwise requires, the definitions in this section shall govern the construction, meaning, and application of words and phrases as used in this Exhibit "A":

- a. "Attending Physician" shall have the same definition as given such term in California Health and Safety Code Section 11362.7, as may be amended, and which defines "Attending Physician" as an individual who possesses a license in good standing to practice medicine or osteopathy issued by the Medical Board of California or the Osteopathic Medical Board of California and who has taken responsibility for an aspect of the medical care, treatment, diagnosis, counseling, or referral of a patient and who has conducted a medical examination of that patient before recording in the patient's medical record the physician's assessment of whether the patient has a serious medical condition and whether the medical use of marijuana is appropriate.
- b. "Sheriff" is defined to mean the Sheriff of the San Bernardino County Sheriff's Department or her/his designee.
- c. "Concentrated Cannabis" shall have the same definition as given such term in California Health and Safety Code Section 11006.5, as may be amended, and which defines "Concentrated Cannabis" as the separated resin, whether crude or purified, obtained from marijuana.
- d. "Finance Director" is defined to mean the Finance Director for the Town of Yucca Valley or her/his designee.
- e. "Edible Medical Marijuana" is defined to mean any article used for food, drink, confectionery, condiment or chewing gum by human beings whether such article is simple, mixed or compound, which contains physician recommended quantities of Medical Marijuana, and is produced on-site at the Collective.
- f. "Identification Card" shall have the same definition as given such term in California Health and Safety Code Section 11362.7, as may be amended, and which defines "Identification Card" as a document issued by the State Department of Health Services which identifies a person authorized to engage in the medical use of marijuana, and identifies the person's designated primary caregiver, if any.
- g. "Management Member" means a CAMS member with responsibility for the establishment, organization, registration, supervision, or oversight of the operation of CAMS, including but not limited to members who perform the functions of president, vice president, director, operating officer, financial officer, secretary, treasurer, or manager of CAMS.
- h. "Marijuana" shall have the same definition as given such term in California Health and Safety Code Section 11018, as may be amended, and which defines "Marijuana" as all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted

therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

- i. "Medical Marijuana" means Marijuana used for medical purposes in accordance with California Health and Safety Code Sections 11362.5, et seq.
- j. "Primary Caregiver" shall have the same definition as given such term in California Health and Safety Code Sections 11362.5 and 11362.7 (as set forth in Appendix A of this Chapter), as may be amended, and which define "Primary Caregiver" as an individual, designated by a Qualified Patient, who has consistently assumed responsibility for the housing, health, or safety of that Qualified Patient. It shall be the burden of any person claiming to be a Primary Caregiver to demonstrate he or she is a bona fide Primary Caregiver.
- k. "Qualified Patient" means a person who is entitled to the protections of Health and Safety Code Section 11362.5 for patients who obtain and use marijuana for medical purposes upon the recommendation of an Attending Physician, whether or not that person applied for and received a valid Identification Card issued pursuant to State Law.
- l. "Reasonable Compensation" means compensation commensurate with reasonable wages and benefits paid to employees of IRS-qualified non-profit organizations who have similar job descriptions and duties, required level of education and experience, prior individual earnings history, and number of hours worked. The payment of a bonus shall not be considered "Reasonable Compensation."
- m. "State Law" means the state regulations set forth in the Compassionate Use Act and the Medical Marijuana Program Act, codified in California Health and Safety Code Sections 11362.5, et seq.

**ORDINANCE NO. 215**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF  
YUCCA VALLEY, CALIFORNIA, ADDING A NEW CHAPTER,  
CHAPTER 9, TO DIVISION 4, TITLE 8 OF THE YUCCA VALLEY  
DEVELOPMENT CODE TO PROHIBIT THE ESTABLISHMENT  
OR USE OF MEDICAL MARIJUANA DISPENSARIES IN ALL  
ZONES**

**WHEREAS**, California Health and Safety Code Section 11362.5 (adopted as Proposition 215, the "Compassionate Use Act of 1996" or "Act") legalized the use of medical marijuana for medical purposes; and

**WHEREAS**, California Senate Bill 420 provided some clarification of Proposition 215 and further advanced certain protections for patients, their primary caregivers and the establishments that dispense medical marijuana to patients with recommendations; and

**WHEREAS**, notwithstanding the apparent intent of the Act and of SB 420 to provide for, to a limited extent, the legalization of marijuana for medical purposes, the general medical community recognizes little or no medical benefit to the consumption of marijuana and Federal law establishes a complete prohibition on the use, cultivation, sale, transportation and possession of marijuana, and

**WHEREAS**, medical marijuana dispensaries have been established in several locations in California, and, as a consequence, some local agencies have reported increases in illegal drug use, illegal drug sales, robbery of persons leaving dispensaries, loitering near dispensaries, forging or falsely obtaining identification cards to qualify for medical marijuana, and other criminal activity; and

**WHEREAS**, examples of such events include attempted robbery of a medical marijuana dispensary in Oakland, California, by persons who kicked in the dispensary windows; burglary and robbery of a medical marijuana dispensary in Alameda County, California, by persons who broke into the dispensary building and robbed the safe as well as all persons present in the dispensary; and, as reported in the California Medical Marijuana Information Report published by the United States Department of Justice, assumption of false identity as caregivers by large-scale drug traffickers to obtain and sell marijuana; and

**WHEREAS**, on July 6, 2009, there was an attempted robbery at the California Alternative Medical Solutions at 58967 Business Center Drive, Yucca Valley, but no materials were stolen; and

**WHEREAS**, on August 6, 2009, there was a robbery at the California Alternative Medical Solutions whereby certain amounts of medical marijuana were stolen from the business at 58967 Business Center Drive; and

**WHEREAS**, the provisions of Proposition 215 remain contrary to federal law, inasmuch as marijuana is classified as a prohibited controlled substance by the United States, and persons following the dictates of Proposition 215 are vulnerable to prosecution under federal laws; and

**WHEREAS**, the Town has recently received inquiries from parties seeking to operate commercial and/or nonprofit medical marijuana dispensaries in Yucca Valley, and it is likely that marijuana dispensaries will proliferate if a prohibition on such businesses is not approved; and

**WHEREAS**, the Town Council hereby finds and determines that events in other cities, counties, and in the Town of Yucca Valley demonstrate that substantial harmful secondary effects arise from the operation of medical marijuana dispensaries, including increased crime, vagrancy, added burdens upon already strained law enforcement resources, effect upon property values, blight, disruption of retail trade, etc.; and

**WHEREAS**, in order to protect the community, its schools, businesses, and residents, particularly minors, from harmful secondary effects of medical marijuana dispensaries, or the sale of medical marijuana at existing businesses, the Town Council wishes to adopt local regulations effectively prohibiting the use or establishment of any site within the Town for use as a marijuana dispensary; and

**WHEREAS**, Town staff has also reviewed the decision of the United States Supreme Court in *Gonzales, et al. v. Raich, et al.*, 545 U.S. 1 (2005) which found that federal laws prohibiting the possession, use, and distribution of marijuana are enforceable in California as to those persons who are eligible to use marijuana under the Act because the Commerce Clause gives the federal Congress authority to prohibit the local cultivation and use of marijuana as a controlled substance, even if such activity is purportedly for medicinal purposes and is authorized by conflicting California law; and

**WHEREAS**, in the recent case of *Qualified Patients Association v. City of Anaheim*, O.C. Superior Court Case No. 07CC09524, a trial court ruled that a city may lawfully ban all marijuana dispensaries (the case is presently on appeal); and

**WHEREAS**, the Town Council further finds and determines that there is a current and immediate threat to the public safety, health, and welfare from the secondary effects of medical marijuana dispensaries if located in the Town, due to the adverse secondary effects that could reduce the quality of life, promote vagrancy,

increase crime, substantially increase demand for police response, diminish retail trade, diminish property values, and foster blight; and

**WHEREAS**, on December 11, 2008, the Town Council adopted Urgency Ordinance No. 196, establishing an interim ordinance regarding medical marijuana dispensaries; and

**WHEREAS**, on January 8, 2009, the Town Council by its Ordinance No. 197 extended the Urgency Ordinance approved on December 11, 2008, which Urgency Ordinance was scheduled to expire on November 23, 2009, and

**WHEREAS**, on October 6, 2009, the Town Council approved an extension of the moratorium for one year, with an expiration date of November 23, 2010; and

**WHEREAS**, at a public hearing held by the Town's Planning Commission on August 25, 2009, the Planning Commission studied this issue and forwarded a recommendation that the Town Council revise the Town's Municipal Code to allow the establishment or use of medical marijuana dispensaries for the distribution or sale of marijuana within the Town.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** Title 8 Division 4 of the Yucca Valley Development Code is hereby amended by adding a new Chapter 84.090 to read in its entirety as follows:

**"Chapter 84.090 Prohibited Businesses**

**Section 84.0901. Marijuana Dispensaries.**

A. Prohibition. The establishment or operation of a marijuana dispensary for the sale or distribution of marijuana, including medical marijuana, is prohibited. No special use permit, variance, building permit, or other entitlement for use shall be accepted, processed, approved or issued for the establishment or operation of, and no person shall otherwise establish a marijuana dispensary. This prohibition shall apply regardless of the professed status of any person as a qualified patient or primary caregiver as those terms are defined by State law.

B. Definitions:

"Marijuana" means all parts of organically grown Cannabis plants, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt,



derivative, mixture, or preparation of the plant, its seed, or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

"Marijuana dispensary" or "medical marijuana dispensary" means any facility, site, or location (whether for profit or not-for-profit) where marijuana is distributed, sold, exchanged, given away, or made available to and/or distributed by or to another."

**SECTION 2.** The Land Use Chart in Section 84.0350, General Commercial (CG) District, is amended to add the following use and designation, as follows:

Land Use Classification	General Commercial (CG)	Additional Regulations
Marijuana Dispensary	*** NP ***	(5)
Footnotes: ...(5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 3.** The Land Use Chart in Section 84.0340, Neighborhood Commercial (CN) District, is amended to add the following use and designation, as follows:

Land Use Classification	Neighborhood Commercial (CN)	Additional Regulations
Marijuana Dispensary	*** NP ***	(5)
Footnotes: ...(5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 4.** The Land Use Chart in Section 84.0305, Hillside Reserve (R-HR) District, is amended to add the following use and designation, as follows:

Land Use Classification	General Commercial (R-HR)	Additional Regulations
Marijuana Dispensary	*** NP ***	(5)
Footnotes: ...(5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 5.** The Land Use Chart in Section 84.0320, Rural Living (RL) District, is amended to add the following use and designation, as follows:

Land Use Classification	Rural Living (RL)	Additional Regulations
Marijuana Dispensary	*** NP ***	(5)
Footnotes: ...(5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 6.** The Land Use Chart in Section 84.0325, Single Residential (RS) District, is amended to add the following use and designation, as follows:

Land Use Classification	Single Residential (RS)	Additional Regulations
Marijuana Dispensary	*** NP ***	(5)
Footnotes: ...(5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 7.** The Land Use Chart in Section 84.0330, Multiple Residential (RM) District, is amended to add the following use and designation, as follows:

Land Use Classification	Multiple Residential (RM)	Additional Regulations
Marijuana Dispensary	*** NP ***	(5)
Footnotes:		
... (5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 8.** The Land Use Chart in Section 84.0305, Hillside Reserve (R-HR) District, Section 84.0320 Rural Living (RL) District, Section 84.0325, Single Residential (RS) District and Section 84.0330, Multiple Residential (RM) District are hereby amended to add NP- Non Permitted, Medical Marijuana Dispensary.

**SECTION 9.** A new use and designation is hereby added to Section 84.0335, Office Commercial (C-O) District, as follows:

- (f) Non Permitted Land Uses
  - (1) Medical Marijuana Dispensary

**SECTION 10.** A new use and designation is hereby added to Section 84.0355, Service Commercial (C-S), District, as follows:

- (f) Non Permitted Land Uses
  - (1) Medical Marijuana Dispensary

**SECTION 11.** A new use and designation is hereby added to Section 84.0370 Community Industrial (IC) District, as follows:

- (e) Non Permitted Land Uses
  - (1) Medical Marijuana Dispensary

**SECTION 12.** Upon the effective date of this ordinance, Town of Yucca Valley Urgency Ordinance No. 197, extending the moratorium on medical marijuana dispensaries, shall terminate and shall be of no further force and effect.

**SECTION 13.** Any existing use within the Town not in conformance with this ordinance shall cease operation immediately upon the effective date of this ordinance, except as provided in this Section 13. Nonconforming uses in any zoning district that both (a) existed within the Town limits prior to December 11, 2008, and (b) secured a business registration from the Town may be amortized

over a period of time necessary to ensure no Constitutional taking has occurred by this ordinance; however, a nonconforming property or use may not be constructed, established, altered, modified, reconstructed, replaced, or enlarged in any way which increases the nonconformity. The Town may give written notice to any existing business subject to this paragraph. The Town Council shall determine the amortization period, after consulting with the Town Manager and Town Attorney, and may fix any amortization period or determine that no amortization period is required. A decision by the Town Council shall become final within ten (10) days unless an appeal is filed with the Town Clerk. It shall be the burden of the person or business claiming it is entitled to amortization to provide sufficient documentation, records, and other information to support the appeal.

**SECTION 14.** If any section, subsection, clause or phrase of this Ordinance is for any reason, held to be unconstitutional, or otherwise invalid, such decision shall not affect the validity of the remaining sections of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more other sections, subsections, sentences, clauses or phrases be declared unconstitutional.


**SECTION 15.** The Town Clerk shall certify to the passage and adoption of this Ordinance, and shall make a minute of the passage and adoption thereof in the records of the proceedings of the Town Council at which the same is passed and adopted. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the Town Clerk shall cause it to be published in a newspaper of general circulation

**SECTION 16. SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, phrase, or word of this Ordinance is declared by a court of competent jurisdiction, after adjudication to a final determination, to be void, this Council finds that said voided part is severable, and that this Council would have adopted the remainder.

**SECTION 17. ENVIRONMENTAL REVIEW.** This Ordinance is exempt from review under the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that such adoption may have a significant effect on the environment; (Title 14 California Code of Regulations Sections 15060(c)(2), 15601(b)(3), and 15262.)

**SECTION 18. PENALTIES.** The definitions and penalties for land use violations that are prescribed in the Municipal and Development Code apply to violations of the provisions of this Ordinance.

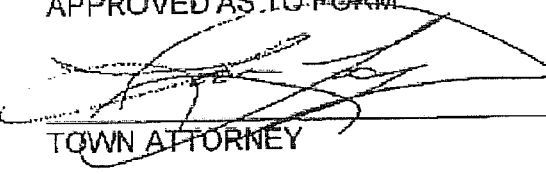
APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this 2nd day of August, 2010.

  
MAYOR

ATTEST

  
TOWN CLERK

APPROVED AS TO FORM

  
TOWN ATTORNEY


STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
TOWN OF YUCCA VALLEY

I, Janet M. Anderson, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Ordinance No. 215 as duly and regularly introduced at a meeting of the Town Council on the 15<sup>th</sup> day of June, 2010, and that thereafter the said ordinance was duly and regularly adopted at a meeting of the Town Council on the 3rd day of August, 2010, by the following vote, to wit:

Ayes: Council Members Huntington, Luckino, Neeb, and Mayor Mayes  
Noes: Council Member Herbel  
Abstain: None  
Absent: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Yucca Valley, California, this 4<sup>th</sup> day of August, 2010.

(SEAL)

  
\_\_\_\_\_  
Town Clerk of the Town of  
Yucca Valley

RECEIVED

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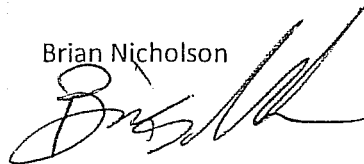
TOWN OF YUCCA VALLEY  
TOWN CLERKS OFFICE

Attn: Jamie Anderson (Yucca Valley Town Clerk)

My name is Brian Nicholson I am the managing Director at California Alternative Medicinal Solutions (CAMS). Our agreement with the Town of Yucca Valley expires on the 3<sup>rd</sup> of August 2013. Throughout the last 3 years C.A.M.S. has been a great benefit to the patients in the Morongo Basin. Many of our patients have been able to reduce the amount, or complete stop, the use of some of their more harmful and potentially addictive medications thanks to the medical marijuana offered at C.A.M.S. Here at C.A.M.S. we offer a legal, controlled, safe environment for the patients to have access to the medication they need. The majority of our patients have limited mobility some have none at all, traveling can be difficult and in some cases painful. Without C.A.M.S. here for the patients they will be forced to go back to the streets and it will be in our neighborhoods with no restrictions, regulations, or required paperwork which will only end up in our schools. I have spoken with local law enforcement to see if there has been any issues with the patients here at C.A.M.S. misusing their medication and local law enforcement has informed me that they have not had any complaints or issues with our patients misusing their medications. C.A.M.S. has been very active in the community through the Yucca Valley Rotary Club we have made donations with fireworks and volunteering with Rotary functions. I currently oversee Board in Rotary Project Services with the Rotary Club. C.A.M.S currently employs 3 people who have brought their families to Yucca Valley. Since moving here they have all established roots in the community both an employee's child and my own children currently go to the schools here. We all rent from citizens or reality companies here in Yucca Valley. We all use the local businesses here. We would all love to stay in this town. I, Brian Nicholson, am writing this letter to you to ask for a renewal or extension to the current agreement between C.A.M.S. and the Town of Yucca Valley. I would like to schedule an appointment or meeting with you or the Town Council to discuss this matter further.

Thank you,

Brian Nicholson



7054 Wamego trl Bldg 1  
Yucca Valley, CA 92284



**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
AUGUST 3, 2010**

Mayor Mayes called the regular meeting of the Town of Yucca Valley Council to order at 5:04 p.m.

Council Members Present: Herbel, Huntington, Luckino, Neeb and Mayor Mayes.

**CLOSED SESSION**

**A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to Government Code Section 54956.9(b) 1 potential case

**B. Government Code Section 54956.8, Conference with Real Property Negotiators.**

Property: 586-031-36, 594-031-23, 594-041-34, Golf Course, 3 parcels totaling 99.42 acres located on the NW corner of Yucca Tr. and Kickapoo Tr.

Blue Skies Golf, LLC/Town of Yucca Valley

Mark Nuaimi/Shane Stueckle, Real Property Negotiator

Real Property Negotiations

Mayor Mayes adjourned to Closed Session at 5:04 p.m., reconvened at 5:31 p.m. and recessed to 6:00 p.m.

Mayor Mayes reconvened the meeting at 6:00 p.m.

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

**PLEDGE OF ALLEGIANCE**

Led by Council Member Herbel

**CLOSED SESSION REPORT**

**A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to Government Code Section 54956.9(b) 1 potential case

Town Manager Nuaimi reported that during the Closed Session Council agreed to permit continued operation of CAMS Alternative Medicine Dispensary, subject to a 36 month



**YUCCA VALLEY TOWN COUNCIL MINUTES**

**AUGUST 3, 2010**

amortization period, and CAMS’ relocation to 7054 Wamego Trail. In exchange for the Town granting continued operation of CAMS, CAMS has agreed to a number of land use conditions and regulatory oversight by the Town to further protect the public health, safety and welfare.

Motion by Mayor Mayes and second by Council Member Neeb carried 4-1 on a roll call vote.

- AYES:** Council Member Herbel, Huntington, Neeb and Mayor Mayes.
- NOES:** Council Member Luckino
- ABSTAIN:** None
- ABSENT:** None

**B. Government Code Section 54956.8, Conference with Real Property Negotiators.**

Property: 586-031-36, 594-031-23, 594-041-34, Golf Course, 3 parcels totaling 99.42 acres located on the NW corner of Yucca Tr. and Kickapoo Tr.  
 Blue Skies Golf, LLC/Town of Yucca Valley  
 Mark Nuaimi/Shane Stueckle, Real Property Negotiator  
 Real Property Negotiations

No Reportable action on this item.

**PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS**

**1. Update from Kathleen DeRosa, Southern California Edison.**

Kathy DeRosa, Southern California Edison, gave a district overview for the Morongo Basin.

Council Member Luckino questioned if the utilities will be put underground when Edison is replacing poles. Ms. DeRosa stated no advising that they are replacing the pole itself.

Council Member Herbel requested an explanation of “Smart Homes”. Ms. DeRosa commented that at some point in time appliances will talk to the electrical meters to enable customers to oversee their usage.

**2. Employee of the Quarter**

Presented to Jessica Haws, Administrative Assistant II.

**APPROVAL OF AGENDA**

Town Manager Nuaimi advised of a correction to Item 18, AB 1234 report, correcting the titles for Luckino and Mayes, and Item 22, setting the public hearing for September 7, 2010 not August

17, 2010.

Council Member Luckino moved to approve the agenda as amended. Council Member Neeb seconded. Motion carried 5-0 on a voice vote.

**CONSENT AGENDA**

Mayor Mayes opened the floor to public comments

**Lori Green**, Yucca Valley, spoke regarding the Medical Marijuana Ordinance and in opposition to moving the existing CAMS to a larger location and allowing them to stay in business.

**William Green**, Yucca Valley, commented regarding the increase in the number of robberies in medical marijuana facilities in the state, and thanked the Council for taking the time to work on the ordinance.

3. **Approve**, Regular Town Council Meeting Minutes of June 1, 2010 Adjourned Town Council Meeting Minutes of June 7, 2010, Regular Town Council Meeting Minutes of June 15, 2010, Special Town Council Meeting Minutes of June 3, 2010 and June 17, 2010 as presented.
4. **Waive**, further reading of all ordinances and read by title only.
5. **Adopt**, Ordinance No. 215, Medical Marijuana Dispensaries on second reading.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADDING A NEW CHAPTER, CHAPTER 9, TO DIVISION 4, TITLE 8 OF THE YUCCA VALLEY DEVELOPMENT CODE TO PROHIBIT THE ESTABLISHMENT OR USE OF MEDICAL MARIJUANA DISPENSARIES IN ALL ZONES

6. **Authorize**, purchase of fleet vehicle fuel from Morongo Unified School District for Fiscal Year 2010/2011, and waive the formal bidding procedures as the Town Council finds that adherence to the method of the purchasing procedures (Chapter 3.12) would be inefficient, impractical and unnecessary.
7. **Authorize**, the purchase of asphalt maintenance supplies from Crafcoc, Inc. for fiscal year 2010/2011 in the not to exceed amount of \$25,000, and waive the formal bidding procedures as the Town Council finds that adherence to the method of the purchasing procedures (Chapter 3.12) would be inefficient, impractical and unnecessary.
8. **Authorize**, the purchase of animal food and cat litter from The Cowboy Corral for FY 2010/2011 in the amount not to exceed \$16,200.00 annually.

9. **Authorize**, the Town's Animal Shelter to utilize the services of the two local veterinarian offices, Hi Desert Animal Hospital and Companion Animal Clinic for spay/neuter services for FY 2010/2011, in the amount not to exceed \$60,000.00 annually, and waive the informal bidding procedures as the Town Council finds that adherence to the method of the purchasing procedures (Chapter 3.12) would be inefficient, impractical and unnecessary.
10. **Approve**, the purchase of asphalt concrete from Matich Corporation at the rate of \$65.00 per ton, for the 2010/2011 fiscal year authorizing the Town Manager to expend funds as appropriated in the 2010/2011 annual budget.
11. **Adopt**, Resolution No. 10-21 authorizing application for and acceptance of Town participation in the California Energy Commission's Energy Efficiency and Conservation Block Grant (EECBG) Program.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING TOWN PARTICIPATION IN, AND THE APPLICATION FOR FUNDING UNDER, THE CALIFORNIA ENERGY COMMISSION'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM

12. **Authorize**, the transfer of the \$14,000 allocation from CDBG project #123-32037/2638 (Desert Christ Park ADA Improvements) to the Town's CDBG Un-programmed Funds Account; and **Authorize**, the cancellation of CDBG Project #123-32037/2638 (Desert Christ Park ADA Improvements)
13. **Approve**, the Revised Town Fraud Policy
14. **Accept**, construction of the MBAHS facility improvements, Town Project No. 2914 by Joe Putrino General Contractor as substantially complete; Authorize Town staff to file the Notice of Completion with the County Recorder; Authorize Town staff to release the Performance Bond in the amount of \$46,875.00; and Authorize staff to release retention monies in the amount of \$4,687.50 due the contractor. (The improvements were completed by July 3, 2010 and Town Council did not meet in July, therefore, staff requests the retention be released upon approval by Town Council).
15. **Authorize**, a Professional Services Agreement with Overland Pacific & Cutler, Inc. in the amount of Fifty Thousand Eight Hundred Seventy Five Dollars (\$50,875) to provide Right of Way acquisition and support services for the PLHD SR 62 Median Improvement project and authorize the Mayor, Town Manager and Town Attorney to sign all necessary documents.

- 16. **Approve**, the improvement drawings and specifications for the reconstruction of Del Monte Avenue from San Andreas Road to Santa Barbara Drive and authorize staff to proceed with advertisement for competitive bids.
- 18. **Receive and file**, the AB 1234 Reporting Requirement Schedule for the month of June and July, 2010.
- 19. **Authorize**, the purchase of swimming pool chemicals and supplies from Knorr Systems, Inc., in the amount of not to exceed \$15,000 for fiscal year 2010/2011, and to waive the formal bidding procedures as the Town Council finds that adherence to the method of purchasing procedures (Chapter 3.12) would be inefficient, impractical and unnecessary.
- 20. **Ratify**, Warrant Registers in the amount of \$1,377,929.10 for checks dated June 24, 2010 to July 16, 2010. Ratify Payroll Register total of \$489,322.00 dated June 11, 2010 through June 25, 2010.

Mayor Mayes commented he is going to pull Item 17 in order to abstain, noting he does not have a legal conflict of interest however his brother in law does work for the company so he is going to abstain.

Council Member Neeb moved to Adopt Consent Agenda Items 3-16, and 18-20. Council Member Huntington seconded. Motion carried 5-0 on a roll call vote, except that Council Member Herbel voted no on Item 5 only.

- AYES: Council Member Herbel, Huntington, Luckino, Neeb and Mayor Mayes.
- NOES: Council Member Herbel on Item 5 only
- ABSTAIN: None
- ABSENT: None

**17. Network Support Services – Professional Services Agreement**

Council Member Neeb moved to authorize the engagement of Southwest Networks, Inc. to provide professional network maintenance and computer services, and authorize the Town Manager to make any necessary non-substantive changes and sign all related documents in a form approved by the Town Attorney. Council Member Huntington seconded. Motion carried 4-0-1 on a roll call vote.

- AYES: Council Member Herbel, Huntington, Luckino, and Neeb
- NOES: None
- ABSTAIN: Mayor Mayes
- ABSENT: None

**DEPARTMENT REPORTS**

**21. Appointment of Voting Delegate and Alternates at the League of California Cities Annual Conference.**

Town Clerk Anderson advised of the voting requirements for the League of California Cities Annual Conference.

Council Member Neeb moved to designate Mayor Mayes as Voting Delegate and Mayor Pro Tem Herbel as alternate for the business meeting of the League of California Cities Annual Conference. Council Member Luckino seconded. Motion carried 4-1 on a voice vote with Mayor Mayes voting no.

**22. Public Facilities Development Impact Fees, Set Public Hearing for September 7, 2010, Direction to Staff.**

Deputy Town Manager Stueckle advised this item is to set the annual Public Hearing to look at Development Impact Fees and perhaps amend them.

Council Member Luckino moved to set a public hearing for September 7, 2010 to receive the annual report for 2009/2010 Public Facilities Development Impact Fees, and to consider any adjustments to the existing Public Facilities Development Impact Fees. Council Member Neeb seconded. Motion carried 5-0 on a voice vote.

**FUTURE AGENDA ITEMS**

Council Member Luckino requested that Council request a resolution supporting Congressman Lewis's work to oppose the administration on repealing Arizona's immigration reform act. He would like to support Arizona and their immigration reform act. There was no agreement from Council as to the proposed future agenda item

**PUBLIC COMMENT**

**Fritz Koenig**, Yucca Valley, commented regarding dog issues on Hoot Owl Trail.

**STAFF REPORTS AND COMMENTS**

Town Manager Nuaimi advised that staff has prepared a summary of Executive and Council Member compensation for the website in response to the unfortunate circumstances surrounding the City of Bell and noted that Cities will be required to publish compensation on the State Controllers website or face fine. Reminded anyone interested in running for office that the deadline is Friday at 4:30 p.m. for incumbents and Wednesday, August 11<sup>th</sup> at 5:00 p.m. for all others.

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

**23. Council Member Luckino**

Commended Community Services Director Schooler, Candy Drake and staff for the Concerts in the Park.

Commented that the State is now on day 48 without a budget.

**24. Council Member Huntington**

Congratulate Administrative Assistant II Haws for being selected Employee of the Quarter.

Reported regarding the Animal Care JPA Meeting and selection of Williams Architects from Upland to provide consultation services to design the new Animal Control facility. Advised that the Planning Commission reviewed the proposed location and felt the property had several problems and recommended that additional properties be considered.

**25. Council Member Neeb**

Commented there is an opening on the LAFCO Board and recommended that Council support Council Member Huntington as an applicant for the position.

**26. Mayor Pro Tem Herbel**

Thanked the public for attending the meeting.

Congratulated Administrative Assistant II Haws for being selected as Employee of the Quarter, and thanked Burrtec for sponsoring the award.

Encouraged everyone to have their animal spayed or neutered to address the issue of overpopulation of animals.

**27. Mayor Mayes**

Congratulated Administrative Assistant II Haws, stating that the employees make this organization function and work, and they are all very dedicated to their work.

Welcome Town Manager Nuaimi noting this is his first full Council Meeting. He is on his 5<sup>th</sup> week, and has hit the ground running.

**COMMITTEE REPORTS**

Council Member Huntington reported regarding attendance at the 2+2 meeting with the Water District and discussion regarding the proposed gravity sewer system and possible assessments.

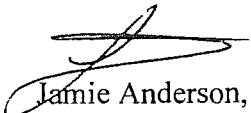
**ANNOUNCEMENTS**

Next Town Council Meeting, Tuesday, August 17, 2010.

**ADJOURNMENT**

There being no further business the meeting was adjourned at 6:45 p.m.

Respectfully submitted,

  
Jamie Anderson, MMC  
Town Clerk

## Shane Stueckle

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**From:** brian nicholson <brian.cams420@live.com>  
**Sent:** Wednesday, October 02, 2013 9:55 AM  
**To:** Shane Stueckle  
**Subject:** RE: Request

Good morning, Shane i hope all is well. finally a break with the heat. "yeah" i have spoken with the other board members and we are asking for the following:

length of time for C.A.M.S. extention. We would like an extention for 3 year. we are also open to a yearly agreement with a fee ever year. if the town did grant C.A.M.S. a 3 year extention a fee would be acceptable for each year

Fee: Cams would be able to do a yearly fee of \$3500 and would ask the city to break it up into (2) payment \$1750 at begining of agreement and \$1750 at the 6 month point.

please let me know when u would like to meet again morning work well for me.

also just a note : i was thinking about all the other applicants that are applying for a dispencery permit with u. now im assuming they are the many dispencerys that closed in palm springs that were operating without a permit for a few years and thats why they closed a few months ago due to the supreme court of california ruling. and when we spoke i remember u concerns about the shops running correctly with more structure and regulation. just something to think about i do run well and legal and pay all taxes and keep everything well. and i just don't see shops that were open in palm springs for years doing all the thing s there supposed to do. in yucca if the operated illegally in palm springs. this is just food for thought.

thanks again shane and i look forward to seeing you soon

Thanks  
Brian Nicholson

---

**From:** [sstueckle@YUCCA-VALLEY.ORG](mailto:sstueckle@YUCCA-VALLEY.ORG)  
**To:** [brian.cams420@live.com](mailto:brian.cams420@live.com)  
**Subject:** RE: Request  
**Date:** Tue, 24 Sep 2013 22:13:06 +0000

Mr. Nicholson: When you have the opportunity, could you give me a call. I would like to meet with you prior to scheduling the Town Council review of your request.

You may reach me at 760-369-1265, Ext 305

Thank you!

SRS




**From:** Shane Stueckle  
**Sent:** Monday, July 29, 2013 9:04 AM  
**To:** 'brian.cams420@live.com'  
**Subject:** Request

Mr. Nicholson: Please see the attached letter.

Best Regards,

SRS

SHANE R. STUECKLE  
Deputy Town Manager  
Town of Yucca Valley  
760-369-1265, Ext. 305

 Please consider the environment before printing this email.

**\*\*\* Town of Yucca Valley Email Disclaimer \*\*\***

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**ORDINANCE NO. 215**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADDING A NEW CHAPTER, CHAPTER 9, TO DIVISION 4, TITLE 8 OF THE YUCCA VALLEY DEVELOPMENT CODE TO PROHIBIT THE ESTABLISHMENT OR USE OF MEDICAL MARIJUANA DISPENSARIES IN ALL ZONES**

**WHEREAS**, California Health and Safety Code Section 11362.5 (adopted as Proposition 215, the "Compassionate Use Act of 1996" or "Act") legalized the use of medical marijuana for medical purposes; and

**WHEREAS**, California Senate Bill 420 provided some clarification of Proposition 215 and further advanced certain protections for patients, their primary caregivers and the establishments that dispense medical marijuana to patients with recommendations; and

**WHEREAS**, notwithstanding the apparent intent of the Act and of SB 420 to provide for, to a limited extent, the legalization of marijuana for medical purposes, the general medical community recognizes little or no medical benefit to the consumption of marijuana and Federal law establishes a complete prohibition on the use, cultivation, sale, transportation and possession of marijuana, and

**WHEREAS**, medical marijuana dispensaries have been established in several locations in California, and, as a consequence, some local agencies have reported increases in illegal drug use, illegal drug sales, robbery of persons leaving dispensaries, loitering near dispensaries, forging or falsely obtaining identification cards to qualify for medical marijuana, and other criminal activity; and

**WHEREAS**, examples of such events include attempted robbery of a medical marijuana dispensary in Oakland, California, by persons who kicked in the dispensary windows; burglary and robbery of a medical marijuana dispensary in Alameda County, California, by persons who broke into the dispensary building and robbed the safe as well as all persons present in the dispensary; and, as reported in the California Medical Marijuana Information Report published by the United States Department of Justice, assumption of false identity as caregivers by large-scale drug traffickers to obtain and sell marijuana; and

**WHEREAS**, on July 6, 2009, there was an attempted robbery at the California Alternative Medical Solutions at 58967 Business Center Drive, Yucca Valley, but no materials were stolen; and

**WHEREAS**, on August 6, 2009, there was a robbery at the California Alternative Medical Solutions whereby certain amounts of medical marijuana were stolen from the business at 58967 Business Center Drive; and

**WHEREAS**, the provisions of Proposition 215 remain contrary to federal law, inasmuch as marijuana is classified as a prohibited controlled substance by the United States, and persons following the dictates of Proposition 215 are vulnerable to prosecution under federal laws; and

**WHEREAS**, the Town has recently received inquiries from parties seeking to operate commercial and/or nonprofit medical marijuana dispensaries in Yucca Valley, and it is likely that marijuana dispensaries will proliferate if a prohibition on such businesses is not approved; and

**WHEREAS**, the Town Council hereby finds and determines that events in other cities, counties, and in the Town of Yucca Valley demonstrate that substantial harmful secondary effects arise from the operation of medical marijuana dispensaries, including increased crime, vagrancy, added burdens upon already strained law enforcement resources, effect upon property values, blight, disruption of retail trade, etc.; and

**WHEREAS**, in order to protect the community, its schools, businesses, and residents, particularly minors, from harmful secondary effects of medical marijuana dispensaries, or the sale of medical marijuana at existing businesses, the Town Council wishes to adopt local regulations effectively prohibiting the use or establishment of any site within the Town for use as a marijuana dispensary; and

**WHEREAS**, Town staff has also reviewed the decision of the United States Supreme Court in *Gonzales, et al. v. Raich, et al.*, 545 U.S. 1 (2005) which found that federal laws prohibiting the possession, use, and distribution of marijuana are enforceable in California as to those persons who are eligible to use marijuana under the Act because the Commerce Clause gives the federal Congress authority to prohibit the local cultivation and use of marijuana as a controlled substance, even if such activity is purportedly for medicinal purposes and is authorized by conflicting California law; and

**WHEREAS**, in the recent case of *Qualified Patients Association v. City of Anaheim*, O.C. Superior Court Case No. 07CC09524, a trial court ruled that a city may lawfully ban all marijuana dispensaries (the case is presently on appeal); and

**WHEREAS**, the Town Council further finds and determines that there is a current and immediate threat to the public safety, health, and welfare from the secondary effects of medical marijuana dispensaries if located in the Town, due to the adverse secondary effects that could reduce the quality of life, promote vagrancy,

increase crime, substantially increase demand for police response, diminish retail trade, diminish property values, and foster blight; and

**WHEREAS**, on December 11, 2008, the Town Council adopted Urgency Ordinance No. 196, establishing an interim ordinance regarding medical marijuana dispensaries; and

**WHEREAS**, on January 8, 2009, the Town Council by its Ordinance No. 197 extended the Urgency Ordinance approved on December 11, 2008, which Urgency Ordinance was scheduled to expire on November 23, 2009, and

**WHEREAS**, on October 6, 2009, the Town Council approved an extension of the moratorium for one year, with an expiration date of November 23, 2010; and

**WHEREAS**, at a public hearing held by the Town's Planning Commission on August 25, 2009, the Planning Commission studied this issue and forwarded a recommendation that the Town Council revise the Town's Municipal Code to allow the establishment or use of medical marijuana dispensaries for the distribution or sale of marijuana within the Town.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** Title 8 Division 4 of the Yucca Valley Development Code is hereby amended by adding a new Chapter 84.090 to read in its entirety as follows:

**"Chapter 84.090 Prohibited Businesses**

**Section 84.0901. Marijuana Dispensaries.**

A. Prohibition. The establishment or operation of a marijuana dispensary for the sale or distribution of marijuana, including medical marijuana, is prohibited. No special use permit, variance, building permit, or other entitlement for use shall be accepted, processed, approved or issued for the establishment or operation of, and no person shall otherwise establish a marijuana dispensary. This prohibition shall apply regardless of the professed status of any person as a qualified patient or primary caregiver as those terms are defined by State law.

B. Definitions:

"Marijuana" means all parts of organically grown Cannabis plants, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt,

derivative, mixture, or preparation of the plant, its seed, or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

"Marijuana dispensary" or "medical marijuana dispensary" means any facility, site, or location (whether for profit or not-for-profit) where marijuana is distributed, sold, exchanged, given away, or made available to and/or distributed by or to another."

**SECTION 2.** The Land Use Chart in Section 84.0350, General Commercial (CG) District, is amended to add the following use and designation, as follows:

Land Use Classification	General Commercial (CG)	Additional Regulations
Marijuana Dispensary	*** NP ***	(5)
Footnotes: ...(5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 3.** The Land Use Chart in Section 84.0340, Neighborhood Commercial (CN) District, is amended to add the following use and designation, as follows:

Land Use Classification	Neighborhood Commercial (CN)	Additional Regulations
Marijuana Dispensary	*** NP ***	(5)
Footnotes: ...(5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 4.** The Land Use Chart in Section 84.0305, Hillside Reserve (R-HR) District, is amended to add the following use and designation, as follows:

Land Use Classification	General Commercial (R-HR)	Additional Regulations
Marijuana Dispensary	*** NP ***	(5)
Footnotes: ...(5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 5.** The Land Use Chart in Section 84.0320, Rural Living (RL) District, is amended to add the following use and designation, as follows:

Land Use Classification	Rural Living (RL)	Additional Regulations
Marijuana Dispensary	*** NP ***	(5)
Footnotes: ...(5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 6.** The Land Use Chart in Section 84.0325, Single Residential (RS) District, is amended to add the following use and designation, as follows:

Land Use Classification	Single Residential (RS)	Additional Regulations
Marijuana Dispensary	*** NP ***	(5)
Footnotes: ...(5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 7.** The Land Use Chart in Section 84.0330, Multiple Residential (RM) District, is amended to add the following use and designation, as follows:

Land Use Classification	Multiple Residential (RM)	Additional Regulations
Marijuana Dispensary	* * * NP * * *	(5)
Footnotes: ...(5) Refer to Prohibited Businesses, Yucca Valley Development Code § 84.0901.		

**SECTION 8.** The Land Use Chart in Section 84.0305, Hillside Reserve (R-HR) District, Section 84.0320 Rural Living (RL) District, Section 84.0325, Single Residential (RS) District and Section 84.0330, Multiple Residential (RM) District are hereby amended to add NP- Non Permitted, Medical Marijuana Dispensary.

**SECTION 9.** A new use and designation is hereby added to Section 84.0335, Office Commercial (C-O) District, as follows:

- (f) Non Permitted Land Uses
  - (1) Medical Marijuana Dispensary

**SECTION 10.** A new use and designation is hereby added to Section 84.0355, Service Commercial (C-S), District, as follows:

- (f) Non Permitted Land Uses
  - (1) Medical Marijuana Dispensary

**SECTION 11.** A new use and designation is hereby added to Section 84.0370 Community Industrial (IC) District, as follows:

- (e) Non Permitted Land Uses
  - (1) Medical Marijuana Dispensary

**SECTION 12.** Upon the effective date of this ordinance, Town of Yucca Valley Urgency Ordinance No. 197, extending the moratorium on medical marijuana dispensaries, shall terminate and shall be of no further force and effect.

**SECTION 13.** Any existing use within the Town not in conformance with this ordinance shall cease operation immediately upon the effective date of this ordinance, except as provided in this Section 13. Nonconforming uses in any zoning district that both (a) existed within the Town limits prior to December 11, 2008, and (b) secured a business registration from the Town may be amortized

over a period of time necessary to ensure no Constitutional taking has occurred by this ordinance; however, a nonconforming property or use may not be constructed, established, altered, modified, reconstructed, replaced, or enlarged in any way which increases the nonconformity. The Town may give written notice to any existing business subject to this paragraph. The Town Council shall determine the amortization period, after consulting with the Town Manager and Town Attorney, and may fix any amortization period or determine that no amortization period is required. A decision by the Town Council shall become final within ten (10) days unless an appeal is filed with the Town Clerk. It shall be the burden of the person or business claiming it is entitled to amortization to provide sufficient documentation, records, and other information to support the appeal.

**SECTION 14.** If any section, subsection, clause or phrase of this Ordinance is for any reason, held to be unconstitutional, or otherwise invalid, such decision shall not affect the validity of the remaining sections of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more other sections, subsections, sentences, clauses or phrases be declared unconstitutional.

**SECTION 15.** The Town Clerk shall certify to the passage and adoption of this Ordinance, and shall make a minute of the passage and adoption thereof in the records of the proceedings of the Town Council at which the same is passed and adopted. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the Town Clerk shall cause it to be published in a newspaper of general circulation

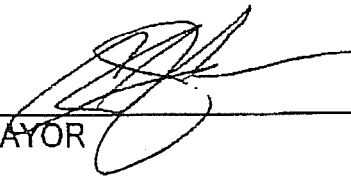
**SECTION 16. SEVERABILITY.** If any section, subsection, paragraph, sentence, clause, phrase, or word of this Ordinance is declared by a court of competent jurisdiction, after adjudication to a final determination, to be void, this Council finds that said voided part is severable, and that this Council would have adopted the remainder.

**SECTION 17. ENVIRONMENTAL REVIEW.** This Ordinance is exempt from review under the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that such adoption may have a significant effect on the environment; (Title 14 California Code of Regulations Sections 15060(c)(2), 15601(b)(3), and 15262.)


**SECTION 18. PENALTIES.** The definitions and penalties for land use violations that are prescribed in the Municipal and Development Code apply to violations of the provisions of this Ordinance.



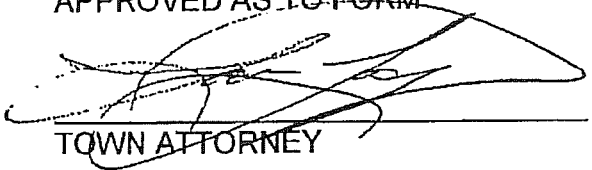
APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this 3rd day of August, 2010.

  
\_\_\_\_\_  
MAYOR

ATTEST

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

APPROVED AS TO FORM

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

I, Janet M. Anderson, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Ordinance No. 215 as duly and regularly introduced at a meeting of the Town Council on the 15<sup>th</sup> day of June, 2010, and that thereafter the said ordinance was duly and regularly adopted at a meeting of the Town Council on the 3rd day of August, 2010, by the following vote, to wit:

Ayes: Council Members Huntington, Luckino, Neeb, and Mayor Mayes

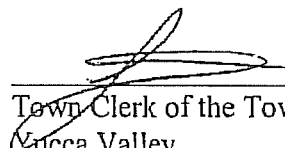
Noes: Council Member Herbel

Abstain: None

Absent: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Yucca Valley, California, this 4<sup>th</sup> day of August, 2010.

(SEAL)

  
\_\_\_\_\_  
Town Clerk of the Town of  
Yucca Valley

